

IFCM CYPRUS LIMITED

Terms and Conditions for the Use of the Service, software of ICMETRICA

September 2021

TERMS OF USE OF THE ICMETRICA SOFTWARE AND SERVICE

Acceptance of Terms for the Use of the Automated Investment Advisor Service, or the ICMETRICA Service, (hereinafter "Rules") is an acceptance (full and unconditional acceptance) of the terms of these Rules and shall be Interpreted according to Directive 2014/65/EU (MiFID II) issued by the European Securities and Markets Authority (ESMA).

1. Terms and definitions

For the purposes of this document, the following terms and definitions are used:

- The Automatic Investment Advisor Service (hereinafter also referred to as the "Service" or "robo.ifcmarkets.eu") is a specialized website hosted on the information and telecommunications network Internet at robo.ifcmarkets.eu and designed to provide recommendations to the user on the formation and management of portfolio of financial instruments. The Service uses the computer programs and databases developed by the Copyright Holder, which are located and administered on the servers of IFCM CYPRUS LTD.
- Copyright Holder – is IFCM Cyprus Ltd which owns the full range of exclusive rights to the Service, including exclusive rights to a computer program and a database, and grants the User the right to use the specified Service. The copyright holder administers the site robo.ifcmarkets.eu, which hosts the Service.
- Portfolio balancing - a recommendation to exclude (sell) a part of financial instruments from the portfolio, followed by a recommendation to include (purchase) financial instruments in the portfolio.
- Broker is a representative and agent of the User in the financial market who accepts trading orders from the User and executes orders in accordance with its own Regulations for conducting trading operations.
- Investment Advisor - a professional participant in the securities market, providing advisory services in relation to securities, transactions with them and (or) the conclusion of contracts that are derivative financial instruments, by providing individual investment recommendations to the User.
- Individual investment advice - addressed to a specific client and provided to him on the basis of an investment consulting agreement, which simultaneously meets the following criteria:
 1. The information concerns the execution of transactions for the acquisition, disposal, redemption of certain securities and (or) the conclusion of certain contracts, which are derivative financial instruments;

2. the information is accompanied by comments, judgments and assessments that explicitly indicate the compliance of such transactions with the interests of the client as priority over their own interests or otherwise indicate that it is provided as an investment recommendation;

3. the information contains a specific or determinable price of a transaction in securities and (or) the price of contracts that are derivative financial instruments and (or) a specific or determinable amount of a financial instrument.

2. Functionality of the Service

2.1. The service is designed to assess the User and identify the investment preferences of the User by going through a suitability questionnaire to determine the investment profile.

2.2. After completing the suitability questionnaire to determine the investment profile and signing the Investment Advice Agreement with the Investment Advisor, the Service compiles an investment portfolio in various financial markets based on the identified investment preferences and displays its composition through the website interface to the User for informational purposes.

2.3. robo.ifcmarkets.eu advice on the inclusion of certain financial instruments in the User's portfolio are purely advisory in nature. The final investment decision is made by the User or the Investment Advisor in accordance with the Investment Advisory Agreement. The user has the right to refuse the recommendations of the robo.ifcmarkets.eu at any time.

2.4. The Service will enable the User to initiate balancing at any time.

2.5. The Investment Advisor, in accordance with the Investment Advisory Agreement, can also advise on balancing and closing positions at any time.

2.6. The service will assist the user in the execution of trade orders via their broker, in cases where the User will make investment decisions.

2.7. In order to avoid any doubts or multiple interpretations of the Automatic Investment Advisor Service functionality, the User confirms his understanding that the Service is not a trading platform, or a broker, or a party that receives and executes trade orders. Any investment decisions made by the User will be sent by him for execution to the broker, who will have an account opened by the User himself.

2.8. IFCM CYPRUS LIMITED is not responsible for the content of the recommendations generated by the Service. The Investment Advisor is responsible for the recommendations generated by the Service in accordance with the Investment Advice Agreement concluded between the Investment Advisor and the User.

The User understands that the recommendation of the Service is formed on the basis of the initial data and preferences of the User existing at the time of the formation of the recommendation.

IFCM CYPRUS LTD or Investment Advisor cannot guarantee any specific result from using the recommendations of the Service on the securities market.

2.9. After receiving the User's consent to issue a trade order, the Service generates a pool of trade orders in accordance with the investment preferences and capabilities of the User, which will subsequently be sent to the broker at the most suitable time at the discretion of the Service.

2.10. As soon as the pool of orders is sent by the client for calculation and the formation of an order to the broker, the issuance of new investment recommendations by the Service will not be relevant, and new commands for investing, balancing or selling the portfolio will not be available until the new portfolio is completely sold or bought on the broker's side.

2.11. The service cannot guarantee either full or partial execution of the volume for any of the financial instruments by the broker.

3. Rights and obligations of the parties

3.1. The service may stop providing recommendations at any time without prior notice. In this case, the User confirms that he realizes and understands that he can continue to carry out operations through the interface of the trading platform, access to which will be provided by the User's broker.

3.2. If the User himself carries out any actions through the trading platform that entail a change in the portfolio on the account to which the Automatic Investment Advisor Service is linked, the Service has the right to refuse service to such a User.

3.3. The Service is not responsible for displaying the financial metrics of the portfolio and its composition on the Service's website.

3.4. The Service is not responsible for the execution of trade orders by the broker, as well as the correct operation of any Gateway not related to the Service, which is involved in the processing, calculation and execution of trade orders.

3.5. The Service is not responsible for the final financial result of the User's operations, provoked by the recommendations of the Service.

3.6. The user has the right to use the Service in accordance with these Rules.

3.7. The user has no right to:

- Transfer to third parties the logins and passwords from your Personal Account in the Service, as well as the login and password from the gateway to the broker;
- Provide for temporary use the functionality of the Service to third parties;
- Commit malicious acts aimed at hacking or disrupting the Service;
- Conclude any agreements on the use of the Service by third parties on the basis of a sub-license;
- Use special Gateway to collect information or perform any active actions on the pages of the Service;
- Use the Service in any unauthorized way that may make it difficult for any other person to use it or make it difficult to gain access to any service, data, account or network;
- Post on the site information that offends other users, or violates the laws of the Republic Cyprus.

3.8. By using the Service, the user confirms that he has entered into an agreement for providing investment consulting services with an Investment Advisor.

3.9. The Service Administrator has the right to:

- create, change, and delete any part of the terms and conditions
- restrict access to any information on the site
- create, change, and delete information
- delete accounts
- refuse registration without giving reason.

3.10. The Service Administrator undertakes to:

- maintain the site's performance, except in cases where this is impossible for reasons beyond the control of the Administration.
- carry out comprehensive protection of the User's account.
- Process the personal data of users in accordance with the GDPR Regulation on the processing of personal data.

4. Responsibility

4.1. The Service, including the corresponding computer program and Database, are provided on an "as is" basis. IFCM CYPRUS MARKET LTD does not provide any guarantees regarding the error-free and uninterrupted operation of the Service, its compliance with specific goals and expectations of the User, and also does not provide any other guarantees not expressly specified in these Rules.

4.2. IFCM CYPRUS MARKET LTD is not responsible for any direct or indirect consequences of any use or inability to use the Service and / or damage caused to the User and / or third parties as a result of any use or non-use of the Service, including due to possible errors or disruptions in the operation of the Service.

4.3. In the event of unlawful actions on the provision and / or use of these Rules, IFCM MARKET CYPRUS LTD has the right to demand the application of protective measures against the violator in accordance with the legislation of the Republic of Cyprus.

5. Settlement of disputes

All relations associated with the use of the Service (including computer programs and databases) are governed in accordance with the legislation of the Republic of Cyprus. Any claims and / or claims arising from a violation of these Rules or the use of the Service are subject to consideration in the Arbitration Court at the location of the IFCM CYPRUS LTD.

6. Risk notification

The Administration hereby informs the User about the risks arising from the implementation of financial activities and actions of the User as a result of the implementation of the recommendations and advice of the Administration.

The user must be aware that the existence of these risks entails the likelihood of receiving losses in the course of his activities. The user must understand that the Administration cannot be responsible for the existence and possibility of the occurrence / non-occurrence of risks, including the following risks: market risks, credit risks, tax, risks, investment risks, deposit risks, technical risks, social, legal and technical risks. The administration is not responsible for the occurrence of financial losses of the User caused by force majeure. Such circumstances include extraordinary, insurmountable events that do not depend on the will and actions of the parties to the agreement, circumstances that cannot be foreseen, prevented or eliminated, including but not limited to natural disasters, fires, man-made accidents and disasters, accidents at engineering structures and communications, DDoS-attacks, riots, military actions, terrorist acts, riots, civil unrest, strikes, regulations of state authorities and local self-government.

This notice is informative and should not be considered by the client as a list of all possible existing risks.

The User is fully responsible for the use of his own and / or attracted resources, the use / non-use of the advice and recommendations of the Administration and the Investment Advisor, the occurrence / non-occurrence of risk events, as well as the responsibility for taking into account the above and other risks.