



SOCIAL TRADING TERMS AND CONDITIONS



The Client, (“the User”), hereby acknowledges and confirms that the Client understands the concept of having the ability to use the Third-Party Social Trading Platform, (“the Platform”), as is and as the access is provided by any of the Midas Markets entities, hereinafter referred to under the brand name, “Midas Markets”, and the Client agrees that by his/her acceptance of the general terms and conditions related to the use of the platform:

- I. The Platform, and all information on the Platform is for educational and/or social purposes, and is not intended to provide legal, tax and/or investment advice. Midas Markets does not provide any advice in any sort of mode, and only provides access to the platform, whereby the Client has the full and ultimate responsibility for his/her own decisions and trading strategies, from time to time.
- II. Midas Markets makes no guarantee for the Social Trading Platform provided to clients by a third-party. Midas Markets will not be liable for the acts, omissions and/or with regards to delay or non-delivery of any means of notifications in regard to signals alerts or calendar event alerts. It should not be presumed that the methods, techniques, or indicators presented will result in profits or that they will not result in losses.
- III. Midas Markets expressly disclaims all liability from actions or transactions arising out of the usage of the Platform and/or its content. By using the specific service, you expressly agree to hold Midas Markets harmless against any claims whatsoever and confirm that your actions are at your sole discretion and risk.
- IV. These terms and conditions do not override and/or replace in any aspect with any existing Midas Markets documentation and/or agreements and/or disclosures, including among others the Client Agreement and Product Disclosure Statement. These terms and conditions are supplementary to all existing documentation.
- V. No guarantee is represented from any statements about strategy, profits and/or income, whether express or implied and/or otherwise.
- VI. The Platform’s services can be used as an assistant to its Users to test, evaluate and select other User’s investment strategies by providing detailed account information, trading records, risk profile and other information. All of the above should be considered by the User before selecting to mirror other trading account(s). Not limited to the aforementioned factors, The User before copying the trading of another User, shall examine whether he/she shares the same appetite for risk and their respective investment objectives. Ultimately, Clients/Users, should carry out their own independent research before deciding whether and how to invest, while always keeping in mind that trading carries high risk and is not suitable for all investors. Losses can exceed the initial investment. The Client should ensure that he/she fully understands the risks and takes appropriate measures to manage the risk.
- VII. It is hereby reconfirmed that Midas Markets, through the Platform, does not provide investment advice, nor provide any personalized investment recommendations and/or advise the Client on the merits of any investments, either with respect to the Social Trading Platform’s services and/or any Service(s) related thereto.
- VIII. The Client is solely responsible for determining whether any investment, investment strategy or related transaction presented in the Social Trading Platform and/or otherwise, is appropriate for the Client based on your personal investment objective, financial circumstances, and risk tolerance. The Client should consult his/her legal and/or tax professional regarding the Client’s financial situation.
- IX. The Client understands and agrees that none of the other clients/users, of the Social Trading Platform, nor Midas Markets personnel, are authorized by Midas Markets or permitted, as per the respective Midas Markets license conditions, to give the Client any investment advice and/or make investment recommendations. Accordingly, the Client should not regard any written and/or oral communication from Midas Markets and/or Social Trading Platform’s users as investment recommendations and/or advice or as expressing views as to



whether a particular trade is suitable for the Client or meets the Client's financial objectives. The Client must rely on his/her own judgment for any investment decision made in relation to the Client's account(s). If you require investment or tax advice, you should contact an independent investment or tax advice.

- X. The Client/User, acknowledges and understands that the Social Trading Platform may include general news and information, personal opinions and views, commentary, analysis, research reports and data concerning the foreign exchange and financial instruments market and other subjects. This content is and/or may be supplied by people that are not affiliated with Midas Markets.
- XI. Midas Markets shall not be liable for any loss, expense, cost and/or liability suffered or incurred by the Client as a result of instructions, strategies, analysis, reports, data, comments, opinions and views being given, or any other communications being made, through the Social Trading Platform.
- XII. The Client/User acknowledges and understands that the use of the Social Trading Platform and any post of content made by him/her, shall be governed by specific rules regarding what types of posts are allowed and not allowed, as the case may be from time to time.
 - i. Any content must belong to the user, ensuring there are no violations of privacy rights, publicity rights, copyright, contract rights and/or any other rights of any individual or making derogatory remarks regarding, defaming or otherwise criticizing any person or entity. For any infringement of the aforementioned rights, the user shall be personally and legally liable.
 - ii. The User must not offer any type of investment advice or any other service, if for the said service is mandatory to hold a specific license and/or be authorized by a regulating authority, in such User's jurisdiction in which he/she finds himself.
 - iii. The User must not represent in any way that the content of his/her posts is accepted, endorsed, warranted, guaranteed and otherwise by Midas Markets, and/or any of the employees of Midas Markets.
 - iv. The User must not advertise or promote another business or service, or any type of commercial content including spam; and
 - v. The client must not post anything that constitutes, or encourages, abuse, bullying, racism, misogyny, hatefulness, violent behavior and/or any other type of discrimination against people and sexually explicit content.
 - vi. The User should avoid at best any form of communication which can be seen as misleading or cause confusion to the rest of the users.
- XIII. Midas Markets reserves its right to monitor and review the activities and posts of the Social Trading Platform. In case of breach of any of the terms and conditions, such behavior will not be tolerated by Midas Markets, and immediate action will be taken. The Client understands and agrees that Midas Markets has the right to delete the post/comment, at any time. If it is deemed necessary, Midas Markets, may proceed to terminate the contract with the respective Client and/or freeze his/her account – after informing the user when his/her contract with the Company will be terminated and the reasons for such measure.
- XIV. By posting content on the Platform, the Client/User, specifically grants Midas Markets, with a nonexclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate, store, present and/or publish all or any part of such content, and Midas Markets shall be free to use such content, in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to the Client, including without limitation, our website, advertisements, in printed media, and in newspapers.
- XV. The Client/User hereby authorizes Midas Markets to limit and/or withhold any "Social Trading" services based on the Client's investment profile and Midas Markets's ongoing suitability assessments in accordance with its



policies and procedures, if applicable, to respective Client/User.

- XVI. The Client/User further authorizes Midas Markets to execute any and all transactions and/or positions undertaken by the Client/User's account, portfolio and/or strategy the Client carries out, including without limitation, Social Trading, and/or strategy and setting limits to any position (including copy position). These actions are done automatically once initiated by the Client and do not require any prior consultation, consent or approval of ongoing activity/copied trades. The Client hereby confirms and acknowledges that at any time, and upon Midas Markets's sole discretion, Midas Markets reserves the right to stop, pause, restrict and/or limit any Social Trading activity performed by the Client.
- XVII. The Client shall always remain solely responsible for both monitoring, selecting and assessing the suitability of the copied accounts/accounts, and the overall performance of the copied trader, account, portfolio and/or strategy, as the case may be. Additionally, when engaging in Social Trading, the Client further authorizes Midas Markets:
- i. to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion; and/or
 - ii. to open and/or close any position available on Midas Markets's platforms, websites, and/or applications, at its sole and absolute discretion to set limits to any position (including copy position); and/or
 - iii. To update and/or amend the policy, objectives, structure, and/or composition at its sole and absolute discretion, with or without notice to its copiers; and/or
 - iv. to close any such account, portfolio and/or strategy, at its sole and absolute discretion, with or without notice to its copiers/users.
- XVIII. It is the Client's responsibility to check for updates regularly, and to ask for further clarifications should the Client require so. The Client should contact the client support at any stage during the business relationship with Midas Markets.
- XIX. Midas Markets and Client/User hereby acknowledge and agree that, to the maximum extent permissible under the applicable law, Midas Markets, will not be liable for:
- i. Any loss arising from adhering to the Client's written and/or oral instructions; or
 - ii. Any loss that the Client may suffer by reason of any decision made or other action taken by an account elected to be copied by the Client, or
 - iii. specifically, any loss arising from any investment decision made or other action taken or omitted in good faith by any copied account, strategy and/or portfolio. Nothing in these terms and conditions will waive or limit any rights that the Client may have under any applicable laws which may not be waived or limited.
- XX. The Client understands when using the Platform, and/or any "signals", the Client agrees to Midas Markets's privacy policy, and the terms of use stated by each Midas Markets entity respectively. It is highly recommended to the Client, to read this document carefully, together with any other account opening documentation and client agreement, terms of business, risk disclosures, as they contain the details related to activities performed by the Client. If there is anything in these terms and conditions of the document which you do not understand or with which you do not agree, do not use our Services. Trading carries high risk at all times.
- XXI. Midas Markets does not guarantee the accuracy, correctness, or completeness of information available from the service provided via the Platform and therefore will not be liable for any loss incurred. The use of "Signals"



does not provide investment advice, nor provide any personalized investment recommendations and/or advice in deciding to trade. No guarantee is made that any user of this service will or is likely to achieve results advised by widgets/signals.

- XXII. The Client understands that there may be difference between “performance” and “the actual results” reached by any trading platform. The Client understands that there are many influencing factors related to either the market, in general, or to the specific implementation of any signals, volatility, which can affect actual trading buy/sell results. Past results are not indicative of future results, and as such the Client confirms understanding and acceptance that past performance is not an indication of the future performance, and there are no guarantees to any Users/Clients for the same performance at any time.
- XXIII. The Client confirms having considered his/her entire financial situation including financial commitments and the Client understands that Trading is highly speculative, and that the Client may sustain significant losses.
- XXIV. The platform may contain certain historical information, which is not current and is provided for the Client/User’s reference only. Midas Markets reserves the right to modify the contents of this service at any time, and Midas Markets reserves the right and confirms that Midas Markets has no obligation to update any information on this Social Platform. The Client agrees that it is the Client’s responsibility to always monitor his/her account(s), and any changes made, and to contact Midas Markets timeously.
- XXV. Midas Markets reserves the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel" navigation, features and other elements of the Platform and website and/or the Services or any part thereof, as the case may be. In addition, Midas Markets reserves the right to review fees, charges and commissions for the services, as may be applicable from time to time.
- XXVI. Midas Markets will not be liable for any compensation and/or fee and/or cost related to or for any Signals used or followed through this Platform by any party, as such it is understood by the User(s) of the Platform that this is a relationship between only the Provider and the Copier, and Midas Markets is not part in any way with such arrangements, including any related fees/costs. Irrespective of this, Midas Markets reserves the right to monitor these types of arrangements and/or agreements and/or otherwise and in case that the User(s) abuse the system in any way, shape or mode, or/and to escape his/her liability to compensate the Provider/User as the case may be, then Midas Markets shall have the right to reject withdrawal requests of the Copier/User and deduct funds from his/her wallet to set off any due and liable fees.
- XXVII. Midas Markets is not liable for the accuracy, completeness, timeliness, or relevance of the fee structures associated with the Social Trading scheme. The listed fees, such as the registration, management, performance, public agent, and additional agent fees, may be subject to change due to various factors, including market conditions or policy updates. These fees are determined by the Provider and require Copier approval. Upon granting approval, the Copier is contractually bound to adhere to the mutually agreed-upon fees.
- XXVIII. The User(s) which can be either the “Copier” and/or “Provider” of any Signal and/or information displayed on Platform, do hereby acknowledge, and agree that some of their financial information such as the equity as an example, may be disclosed publicly to join the Social Trading Platform. The purpose of such disclosure is to ensure transparency among the Platform’s users, and to associate the financial information with the said User to ensure the transparency for both Users that being either the Copier and/or Provider at any stage, for pure transparency purposes, however, not any other personal details will be disclosed, without the consent provided by the relevant User(s).



XXIX. The User of the Platform understands and agrees that Midas Markets merely provides access to the Platform, and the User may be described interchangeably as “Copier” or “Provider” of the Trading Signals as the case may be from time to time depending on trading activity undertaken by the User at any given time, that is either “Following” the others or “Providing” any form of trend, strategy or provision of any information, which is to be used on a “as is” basis on their own risk.

IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ENGLISH ORIGINAL VERSION OF THE ABOVE CONTENT AND ANY FOREIGN LANGUAGE TRANSLATION, THE ENGLISH VERSION PREVAILS.