ALGORA · MARKET

TRADING & INVESTMENT PLATFORM

General Terms and Conditions

for Trading and Investment Services

These General Terms and Conditions govern the legal relationship between you, as a Customer, and Algora Market in connection with the opening and operation of an Account and the use of our electronic trading and investment services.

Version **September 2024**

algora.market · support@algora.market

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Please note: Take sufficient time to read and understand these Terms and the Policies published on our Website before opening an Account or carrying out any Transactions. If you have any questions, contact us at any time at **support@algora.market**.

SECTION A

General Introduction

Part 1 · Background and Overview

1.1 Scope. These General Terms and Conditions for Trading and Investment Services (the "Terms") are offered to our customers ("you", "your" or "Customer") by Algora Market ("we", "us", "our", the "Firm"). They govern the use of the services provided through the website **https://algora.market** (the "Website") and the associated application (the "App").

1.2 Acceptance as Customer. If you are accepted as a Customer, these Terms together with the Risk Disclosure Statement, the Order Execution Policy, the Privacy Policy, the Conflicts of Interest Policy, the Complaints Handling Procedure and the Cookies Policy (together the "Policies") constitute the legal agreement between you and us (the "Agreement"). The Policies are available on the Website and in the App.

1.3 Services. The Firm provides the following services (the "Services") under the Agreement:

1. trading in contracts for differences (CFDs) on underlying assets such as foreign exchange, indices, shares, commodities and cryptocurrencies;
2. the provision of automated trading and investment strategies ("Agents" or "Bots") and managed investment plans;
3. related account, custody and payment services.

1.4 Legal relationship. The Agreement supersedes any previous agreement between you and us on the same subject matter and governs all Orders you place, all Transactions entered into on your behalf and the custody of Instruments held for you. The Agreement becomes effective only once we have notified you that you have been accepted as a Customer and your Account has been opened. You may place Orders only after that time.

1.5 No Third Parties. By entering into this Agreement you represent that you (a) have the authority and capacity to enter into the Agreement; (b) act in your own name and on your own behalf and not as the agent of any third party; and (c) will not permit any third party to operate your Account or deal with us on your behalf, including placing Orders and depositing or withdrawing funds.

1.6 Powers of attorney. Unless otherwise agreed in writing, powers of attorney over an Account are not permitted.

1.7 Execution only. The Services are provided exclusively on an execution-only basis, i.e. without investment advice or recommendation. We do not assess whether a Transaction is suitable for you.

1.8 Contact and Support. If you have any queries or do not fully understand the Terms or the Policies, please contact us at **support@algora.market**, through live support on the Website or App, or via the "Contact" section on **https://algora.market**.

Part 2 · Definitions

2.1 In this Agreement the following definitions apply:

"Account"
: the personal trading account you hold with us, designated with a particular account number.

"Agreement"
: has the meaning given in clause 1.2, including any amended or replaced version from time to time.

"Applicable Regulations"

all applicable laws, regulations and regulatory requirements to which the Firm is directly or indirectly subject, including anti-money-laundering and financial-crime rules and applicable data-protection law (including the GDPR).

"Base Currency"

the official currency of the Account, which the Customer may select (e.g. Euro, US dollar or another currency permitted by the Firm).

"Business Day"

any day (other than a Saturday, Sunday or public holiday) on which banks are open for general business.

"Buy" / "Sell"

a Transaction under which you acquire or dispose of an Instrument.

"CFD" (Contract for Differences)

a financial contract that settles the difference in price between the opening and closing trade without ownership of the underlying asset.

"Charges"

any transaction or account costs, fees or other charges notified to you from time to time, including custody fees.

"Customer Funds"

any money of any currency the Firm holds or receives for or from a Customer.

"Commission"

an amount charged when opening and closing a Transaction.

"Confirmation"

a written record of the details of a deal, including all applicable Charges and the total amount.

"Electronic Trading Services"

all electronic services (together with related software or App) we provide to view information and place Orders.

"Instrument"

any financial or underlying asset that can be traded on the Trading Platform.

"Order"

an instruction you give to buy or sell an Instrument.

"Policies"

the Risk Disclosure Statement, the Order Execution Policy, the Privacy Policy, the Conflicts of Interest Policy, the Complaints Handling Procedure and the Cookies Policy.

"Transaction"

any purchase, sale or other trading operation entered into through your Account.

"Trading Platform"

the software and infrastructure we provide through which you view prices and carry out Transactions.

2.2 **Interpretation.** Headings are for convenience only. The singular includes the plural and vice versa; references to persons include natural and legal persons. References to "in writing" include electronic communications.

SECTION B

Common Terms

Part 1 · Availability of the Services

1.1 Availability. The Electronic Trading Services are made available to you under this Agreement. We aim for continuous availability but do not warrant uninterrupted or error-free access, particularly during maintenance, market-data disruptions or exceptional market conditions.

1.2 Country-dependent availability. The Services may not be available everywhere depending on your country of residence and Applicable Regulations. You are responsible for complying with the laws that apply to you.

1.3 Licence to use. We grant you, for the term of this Agreement, a personal, non-exclusive, non-transferable and revocable right to use the Trading Platform solely for the purposes set out in this Agreement.

Part 2 · Customer Verification and Categorisation

2.1 Verification (KYC). We are required by law to verify your identity. You agree to provide complete and accurate information and any required documents (e.g. proof of identity and address). We may suspend an Account or withhold Transactions until verification is complete.

2.2 Anti-money-laundering. We are entitled and required to take measures to prevent money laundering and terrorist financing, including verifying the source of funds.

2.3 Categorisation. We will generally categorise you as a retail client, which provides the highest level of protection. Any re-categorisation may only take place in accordance with Applicable Regulations.

2.4 Appropriateness. For complex products we may carry out an appropriateness assessment. A negative result is not investment advice and does not necessarily prevent you from proceeding, but we will warn you accordingly.

Part 3 · Orders

3.1 Placing Orders. Orders must be placed through the Trading Platform. An Order is treated as received only once it has been received and acknowledged by our systems.

3.2 Order types. Available Order types may include market, limit, stop, stop-limit and trailing-stop Orders. Availability and conditions may vary by Instrument and market conditions.

3.3 Refusal of Orders. We may, at our reasonable discretion, refuse or cancel an Order in whole or in part, in particular where there is insufficient cover, market disruption or suspected abuse. We are not obliged to give reasons.

3.4 Order size and position limits. We may set minimum and maximum Order sizes and position limits and adjust existing positions within those limits.

3.5 Cover. By placing an Order you confirm that the required margin or balance is available on your Account.

Part 4 · Order Execution

4.1 Best execution. We take all sufficient steps to obtain the best possible result for you, taking into account factors such as price, cost, speed and likelihood of execution in line with our Order Execution Policy.

4.2 Prices. The prices we offer are derived from several market-data sources. Under exceptional market conditions, price deviations (slippage) or execution delays may occur.

4.3 Trade confirmations. For each executed Transaction we provide a Confirmation available in your Account. Please review it promptly and notify us of any discrepancies without delay.

4.4 Managed strategies. Where you use automated Agents or managed investment plans, the relevant positions are opened and closed according to the chosen strategy. Historical or simulated results are not a guarantee of future performance.

Part 5 · Payments, Deposits and Withdrawals

5.1 Payments due. All Charges (including Commission) payable by you are due when they fall due and may be debited from your Account.

5.2 Payment methods. Deposits may be made using the methods stated on the Website (e.g. bank transfer/SEPA, card or supported crypto payments). We may refuse or withhold payments where the source cannot be confirmed.

5.3 Withdrawals. Withdrawals are generally made to the same source from which the deposit originated, unless otherwise agreed and subject to completed verification and Applicable Regulations. Withdrawal requests are processed within a reasonable period.

5.4 Currency conversion. Where a Transaction is in a currency other than your Base Currency, a conversion may be applied at the prevailing rate.

5.5 Inactive Accounts. An inactivity fee may be charged for Accounts that remain inactive for an extended period, as published on the Website.

Part 6 · Conflicts of Interest

6.1 Principle. We maintain organisational and administrative arrangements to identify, prevent and manage conflicts of interest. Details are set out in our Conflicts of Interest Policy.

6.2 Execution model. We may act as counterparty to your Transactions. Any resulting conflicts of interest are managed in accordance with the above principles.

Part 7 · Information and Account Monitoring

7.1 Statements. We provide statements of your Transactions and balances. You are responsible for monitoring your Account regularly.

7.2 Confidentiality of credentials. You must keep your access credentials confidential. Any instruction given using your credentials is deemed authorised by you. You must notify us immediately of any loss or unauthorised access.

7.3 Account limitations. We reserve the right to restrict or suspend an Account in justified cases (e.g. suspected abuse, legal obligations).

Part 8 · Improper Trading

8.1 Market manipulation. You must not use the Trading Platform in any way that seeks to manipulate the market or exploit latency, price errors or technical malfunctions.

8.2 Price errors. Transactions based on manifest price errors or malfunctions may be cancelled or corrected by us.

8.3 Measures. If we determine that abusive conduct has occurred, we may cancel affected Transactions, withhold profits, suspend the Account and terminate the Agreement.

8.4 Sanctions. You represent that you are not subject to any sanctions lists and will not use the Services for any unlawful purpose.

Part 9 · Risk Disclosure

9.1 High risk. CFDs and leveraged products are complex instruments and come with a high risk of losing money rapidly due to leverage. A significant proportion of retail investor accounts lose money when trading such products.

9.2 You should consider whether you understand how these products work and whether you can afford to take the high risk of losing your money. You should never invest funds you cannot afford to lose.

9.3 No guarantee. Past, historical or simulated performance is not a reliable indicator of future results. Automated strategies do not reduce market risk.

Part 10 · Customer Funds

10.1 Holding Customer Funds. We treat Customer Funds in accordance with Applicable Regulations and seek to keep them separate from the Firm's own funds.

10.2 Interest. Unless otherwise agreed, no interest is payable on Customer Funds.

10.3 Insolvency risk. In the event of insolvency, repayment claims may be subject to Applicable Regulations.

Part 11 · Termination and Suspension

11.1 Ordinary termination. Either party may terminate the Agreement in writing on reasonable notice. Open positions must be closed before termination takes effect or will be closed by us.

11.2 Termination for cause. We may terminate the Agreement immediately or suspend the Account if you breach material obligations, provide incorrect information, or where abuse or unlawful use is suspected.

11.3 Consequences. On termination, open positions are closed, balances settled and any remaining funds paid to you subject to Applicable Regulations.

Part 12 · Liability and Indemnity

12.1 Limitation of liability. We are not liable for losses caused by market movements, force majeure, acts of third parties or transmission or system failures, to the extent permitted by law. Mandatory statutory liability, in particular for intent and gross negligence, remains unaffected.

12.2 Indemnity. You indemnify us against claims and costs arising from your breach of this Agreement or Applicable Regulations.

Part 13 · Complaints

13.1 Please address complaints to **support@algora.market**. We handle complaints in accordance with our Complaints Handling Procedure and seek a timely and fair resolution.

Part 14 · Data Protection

14.1 Your personal data is processed in accordance with our Privacy Policy and applicable data-protection law (including the GDPR), which describes what data we collect, the purposes for which we use it and the rights available to you.

Part 15 · Governing Law and Final Provisions

15.1 Amendments. We may amend these Terms for valid reasons and will inform you of material changes in an appropriate manner.

15.2 Severability. If any provision is invalid, the validity of the remaining provisions is unaffected.

15.3 Governing law. This Agreement is governed by the law applicable at the Firm's registered seat; jurisdiction is determined by mandatory statutory provisions.

15.4 Entire agreement. These Terms and the Policies constitute the entire agreement between you and us on their subject matter.

Algora Market

Website: https://algora.market · Support & complaints: support@algora.market

Version September 2024. Registered company details, regulatory status and address are published on the Website under "Imprint" / "Legal".