



Online Terms & Conditions

Union Standard International Group Ltd

**NOTE:**

Please read these terms and conditions carefully. By accessing this site and any pages thereof, you agree to be bound by the Terms and Conditions below. If you do not agree to the Terms and Conditions below, do not access this site or any pages thereof. These Terms and Conditions apply to the USG GLOBAL website and MT4 system.

Copyright on the pages and the screens displaying the pages, as well as in the information and material therein and their arrangement, is owned by USG GLOBAL unless otherwise indicated.

**Trademarks**

The UNION STANDARD INTERNATIONAL GROUP LTD (USG GLOBAL) Logotype is a trademark and service mark of USG GLOBAL and is used and/or registered throughout the world. USG GLOBAL and its subsidiaries also claim rights in certain other trademarks and service marks contained in these web pages.

**Online Access**

In order to use our online Foreign Exchange dealing service (online facility) you will need to request a username and password (access code) from us when you provide your details in the online application form. We are entitled to reject your application to use the online facility at our discretion, and we do not allow people below the age of 18 to use the online facility. We will not be responsible for any loss or damage incurred while using the online facility.

In relation to the access code, you acknowledge and undertake that:

- a. the access code is confidential and you will be responsible for the confidentiality and use of your access code;
- b. other than with our prior written consent, you will not disclose your access code to persons other than your Authorised Representatives for any purpose;
- c. you will ensure that your Authorised Representative maintains the confidentiality of the access code;
- d. we may rely on all instructions, orders or other communications entered using your access code, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders or other communications;
- e. you will immediately notify us if you become aware of the loss, theft or disclosure to any third party, or of any unauthorised use of your access code; and
- f. you are responsible to us for, and you indemnify us against any losses arising from the unauthorised use of your access code.

Subject to this agreement, we grant you a licence to use the online facility; If we have a reasonable belief that you have breached the Terms and Conditions, we have the right to close your account with immediate effect and to recover any losses that we may have sustained as a result of your breach.

## **Online Trading Rules**

1. The online facility can only be accessed using your access code, which you will need to provide each time that you wish to use the online facility.
2. We are entitled to rely on all instructions given by you, on your behalf or apparently on your behalf, using your access code. We will not be liable for any loss caused by acting on instructions given using your access code.
3. You must not enter into a Foreign Exchange contract through the online facility if it would breach, or cause us to breach any other laws.
4. You may place orders to enter into a Transaction through the online facility. You are solely responsible for placing orders and for all errors made when placing orders through the online facility.
5. An order placed through the online facility will only be taken to have been authorised at the time that we accept the order for order processing, and not before that time.
6. If you wish to amend or cancel a Transaction placed through the online facility, you must give us specific instructions for the amendment or cancellation of that order.
7. If a Transaction has been partially executed before it is cancelled, you are responsible for settling that part of the order which has been executed.
8. We may, at our discretion, and at any time, without prior notice, suspend, restrict or withdraw your access to the online facility. If we believe that you have supplied your access code to other persons in breach of this agreement, we may terminate this agreement and your access to, and use of the online facility immediately.

## **Electronic Communications**

1. You agree not to contest the validity or enforceability of any electronic communications between you and ourselves.
2. If a failure, interruption or malfunction of electronic communication between the parties prevents a Transaction from being placed, cancelled or amended, neither party will be liable to the other party for any loss caused by that failure, interruption or malfunction.
3. You acknowledge that, in using the online facility:
  - a. There may be delays in processing an order or instruction to amend or cancel a Transaction;
  - b. A Transaction may be wholly or partly completed before an instruction for its amendment or cancellation is processed; and
  - c. You remain liable for the original Transaction until any relevant amendment or cancellation is accepted and effected by us.

## **You Will Not be Provided with Investment Advice**

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of

providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of an independent financial adviser.

Unless otherwise expressly stated to the contrary, the information on this website is not a recommendation to invest in any financial products or services offered by any member of the USG GLOBAL group of companies.

### **Use of Information and Material**

The information and material contained in these pages, and the terms, conditions and descriptions that appear, are subject to change. Unauthorised use of USG GLOBAL's websites and systems including, but not limited to unauthorised entry into USG GLOBAL's systems, misuse of passwords or misuse of any information posted on a site, is strictly prohibited. Not all products and services are available in all geographical areas. Your eligibility for particular products and services is subject to final determination by USG GLOBAL and/or its affiliates.

### **Market Data**

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only, and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider, and you are not permitted to retransmit, redistribute, publish, disclose or display, in whole or in part, such data or information to third parties except as may be required by any law or regulation.

### **Investment Performance**

Unless otherwise stated to the contrary, no USG GLOBAL company guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

### **Disclaimer and Limitation of Liability**

To the maximum extent permitted by law, USG GLOBAL will not be liable in any way for any loss or damage suffered by you through use or access to this website or USG GLOBAL's failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website that cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you or to paying for the resupply of this website or any part of it to you.

### **Information Contained Herein**

has no regard to the specific investment objective, financial situation or particular needs of any specific recipient. The content herein is published solely for informational purposes and is not to be construed as a solicitation or an offer to buy or sell any spot currency transactions, options, derivative products, futures or other securities or related financial instruments. The content is based on information obtained from sources believed to be reliable, but is not guaranteed as being accurate, nor is it a complete statement or summary of the markets or developments referred to in the content. This information should not be regarded by recipients as a substitute for the exercise of their own judgement. Any opinions expressed in this content are subject to change without notice, and USG GLOBAL is not under any obligation to update or keep current the information contained herein. Spot foreign currency transactions, options, derivative products and futures are not suitable for all investors, and trading in these instruments is considered risky. Past performance is not necessarily indicative of future results. USG GLOBAL accepts no liability whatsoever for any loss or damage of any kind arising out of the use of all or any part of this content. No part of this content may be reproduced or distributed in any manner without the written permission of the provider, via the Internet or otherwise. USG GLOBAL accepts no liability whatsoever for the actions of third parties in this respect.

### **No Warranty**

The information and materials contained in this site, including text, graphics, links or other items are provided 'As Is', 'As Available'. USG GLOBAL does not warrant the accuracy, adequacy or completeness of this information and material, and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, expressed or statutory including, but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and material.

### **Limitation of Liability**

In no event will USG GLOBAL be liable for any damages including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this site or any linked site or use thereof, or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or systems failure, even if USG GLOBAL, or representatives thereof are advised of the possibility of such damages, losses or expenses.

### **Submissions**

All information submitted to USG GLOBAL via this site shall be deemed and remain the property of USG GLOBAL, and USG GLOBAL shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information that a visitor to this site provides USG GLOBAL with through this site. USG GLOBAL shall not be subject to any obligations of confidentiality regarding information submitted except as agreed by the USG GLOBAL entity having the direct customer relationship, or as otherwise specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing USG GLOBAL's responsibilities and obligations to customers in accordance with the USG

GLOBAL Privacy Notice for Consumers.

## **Availability**

This site is not intended for distribution to, or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

Additional terms and certain sections or pages on this site may contain separate terms and conditions, which are in addition to these Terms and Conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

## **Links**

This site may contain links to websites controlled or offered by third parties (non-affiliates of USG GLOBAL). USG GLOBAL hereby disclaims liability for any information, material and products or services posted or offered at any of the third-party sites linked to this website. By creating a link to a third-party website, USG GLOBAL does not endorse or recommend any products or services offered or information contained on that website, nor is USG GLOBAL liable for any failure of products or services offered or advertised on those sites. Such third party may have a privacy policy different from that of USG GLOBAL, and the third-party website may provide less security than the USG GLOBAL Site.

## **Governing Law**

These Terms and Conditions are governed by the law in force in the State of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Vanuatu and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

These Terms and Condition can be modified at any time by USG GLOBAL, and you agree to continue to be bound by these Terms and Conditions, as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Terms and Conditions has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect, if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

## **Deposit and Withdrawal Procedures**

### **AUTOMATIC WITHDRAWAL SYSTEM!**

We are proud to present our new automated withdrawal system, providing our traders with the quickest, safest and most efficient withdrawals on the market. The new withdrawal system has been introduced to make your trading experience that much simpler at USG GLOBAL!

### **Using the system is as simple as a few clicks:**

1. Make your withdrawal request in **your account**

2. Receive a **verification** number & email
3. View the **status** of your withdrawal request

It's simple to trade with USG GLOBAL, as you can now trade and withdraw funds easily. From now on your experience is complete with our user-friendly automated withdrawal system

### **Credit Card Deposits**

When choosing an account base currency other than USD, Client's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Client in the account base currency.

Client hereby accepts that such variations may occur and hereby affirms that Client shall not seek to object or charge this back.

When depositing by a Bank Transfer, as required by Anti Money Laundering regulations, Client is required to use only one bank account, which is in Client's country of residence and in Client's name.

An authentic SWIFT receipt, showing the origin of the funds, must be sent to USG GLOBAL.

Failure to submit such SWIFT may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to Client's account.

Any withdrawal of funds, from Client's USG GLOBAL account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

### **Alternative Payment Methods**

**(internet payment vendors; money transfer services; etc.)**

When depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions.

USG GLOBAL, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with Anti Money-Laundering regulations.

Client acknowledges and accepts the following procedures with respect to deposits and withdrawals to accounts:

### **Withdrawal orders**

The provision of documentation as may be required from time to time by AML (Anti Money Laundering) regulations, credit card companies and USG GLOBAL, is a prerequisite, prior to the execution of a withdrawal order.

Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed.

A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card (first 180 days) or to the bank account within three business days, at the Company's sole discretion.

Withdrawals to bank account may take a longer time period, due to additional security procedures.

### **Withdrawals and bonuses**

The Client shall be entitled to withdraw any bonus received, in accordance with the Terms and Conditions, only after executing a number of lots equal to  $0.2 \times \text{Bonus} = \text{number of lots required}$ .

If a client requests to withdraw before executing the number of required lots, the bonus will be deducted from his total balance.

### **Withdrawal of profits after receiving a bonus:**

If the deposit was withdrawn immediately after the Bonus receipt, the company reserves the right to cancel the Bonus for this trading account.

In order to obtain the Bonus, it is necessary to pass the procedure of identification by sending high-quality scanned copies of identification documents, as further stipulated in the Terms and Conditions.

### **Refund Policy**

Under the company's fraud-protection policy regarding credit card transactions, clients who have deposited funds into their trading account via a credit card may make withdrawals up to their deposit amount back to the same credit card in the first 180 days of the initial deposit. Withdrawal of funds exceeding the initial deposit amount within the first 180 days may be made via alternative withdrawal options.