

## **Terms of service through the site "wssolution.com"**

This end user agreement (hereinafter the Agreement) should be fully read by you (hereinafter User or you) before using the services or products of the company "World Smart Solutions Ltd".

This Agreement is a legal agreement between you and "World Smart Solutions Ltd" (hereinafter the "Company", "we", "us"), which owns the web site hosted at [wssolution.com](http://wssolution.com) (hereinafter Site), and trademark WSSolution.

Before you begin using the Company's services, please read the terms of this Agreement, Privacy Policy, with questions and answers, as well as with other rules, policies and conditions in effect for the games and promotional materials on our website, which are included into this Agreement, as well as with other such rules that we can be informed you occasionally.

By clicking "I agree" in the process of installing the software and using the Software (as defined below), you agree to the terms and conditions set forth in this Agreement, the Privacy Policy, Order Execution Policy, Risk Disclosure and the questions and answers, in view of their possible upgrade or the changes that take place from time to time in accordance with the following statements and the records.

### **1. INTELLECTUAL PROPERTY ISSUES**

1.1. In accordance with the terms of this Agreement, the Company grants the User a non-exclusive personal non-transferable right to install and use the software "MetaTrader" of the company "MetaQuotes Software Corp." (hereinafter Software) in order to get access to the company's server and trading tools available (hereinafter Tools), in accordance with and subject to the conditions defined in the Contract, according to provided quotations (hereinafter Quotes), (Software, Tools & Quotes together are the Service).

1.2. The license for the software is provided by the Company for private individual use only.

Please note that the software is not intended for use by persons under the age of 18, persons below the legal age, and persons carrying out the connection to the site of the jurisdictions in which such connection is illegal. The company is unable to establish the legitimacy of services in each jurisdiction, clarification of this issue is the responsibility of the User. Because of the work specifics the Company is not able to establish the validity of the personal data provided by the Client, the Client bears full responsibility for the conclusion of a contract in violation of the law of the country of customer's residence.

1.3. We keep the right at any time to require that you provide proof of your age, to ensure that minors do not use. We also reserve the right to temporarily suspend or terminate your account and to deny you, temporarily or permanently, the right to use the Service, if we are not given the proof of age, or if we suspect that you are underage. You understand and agree that the money deposited to the account of the Company is stored on your behalf.

1.4. The source code, structure and organization of the Software are protected by copyright law, trade secret, intellectual property and other rights.

You may not:

- Use any software bugs for profit.
- Copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Software or make any attempt to access the source code to create derivative works based on the source code of the Software, or otherwise;
- Sell, assign, sublicense, transfer, distribute or lend the Software for temporary use;
- Provide access to the Software to any third party through a computer network or otherwise;
- Export the Software to any country (both physical and electronic means) without the prior written consent of the Company;
- Use the Software in any manner prohibited by the applicable laws and regulations.

Each of the above actions is hereinafter referred to as "Unauthorized use".

You will be solely responsible for any damages, costs and expenses arising out of or in connection with any unauthorized use by you. You must immediately notify the Company of each unauthorized use by any person of which you become aware and to provide the necessary support to the Company in any investigation that it conducts in light of information provided by you in this regard.

1.5. The designations "wssolution.com" (trademark), and any other trademarks, service marks, logos, and (or) trade names used by the Company on the Site from time to time (hereinafter trade mark) are trademarks, service marks, and (or) the names of the Company or one of its group companies and (or) its licensors, and these organizations keep all rights to own these trademarks. In addition, other content on the Site, including, without limitation, software, images, pictures, graphics, photographs, animations, video, music, sound and text files (hereinafter Site Content) belongs to the Company or one of its group companies, and (or), its licensors, and is protected by copyright and (or) other intellectual property rights or other rights.

You hereby acknowledge that the use of the Service and the Site does not grant you any rights to the content of the Site or any part of it. Under no circumstances you may not use the Site Content without the prior written consent of the Company.

## 2. ASSIGNMENT

The parties may not assign any of its rights or obligations under this agreement.

## 3. POWERS

3.1. The Company keeps the right to unilaterally and at its discretion to transfer accounts from group to group. At the same time, the balance of non-won back bonus money is debited from the account in full.

3.2. The Company reserves the right to unilaterally, without disclosing the reasons to block the user's account during the investigation, or to break the agreement or the contract as a whole, if the company security will find one of the following facts: fraud, breach of this agreement or the contract as a whole, the use by the user of the trade methods which are a threat to the existence of the company, both direct and indirect, including the threat of any technical or economic aspects of its activities, including the establishment of an increased load on the server.

3.3. The Company keeps the authority for the opening, maintenance and closing of user accounts on the company's website. The decision of the Company's management with respect to any user account properties, use of the Service or dispute resolution is not final and may be reviewed by the Company in connection with new circumstances or to a court in accordance with Section 11 of this Agreement.

## 4. REPRESENTATIONS AND WARRANTIES

Prior to and during the entire period of use of the Service you represent, warrant and undertake to agree to the fact that:

4.1. You understand that by using the Service there is a risk of loss of money and that the Company does not assume any liability to you for any such loss.

4.2. You hereby agree to use the Services at your discretion and at your own risk.

4.3. You agree that in order to use the Service, you will be required to provide us with some of your personal data (including data about the ways of your payment transfer). The data you provide will be stored and processed in accordance with the privacy policy.

4.4. You are solely responsible for paying any applicable taxes which may be put on winnings paid to you.

4.5. You are solely responsible for the telecommunications networks and services of the access to the Internet, you will need to have an access to the Service use, and we do not accept any responsibility for any of the above defects.

4.6. The company disclaims any and all warranties, expressed or implied, in connection with the Service that

is provided to you "as it is" and we do not give you any warranties or representations regarding the quality of Service, its matching to purpose, completeness or accuracy.

4.7. Regardless of our efforts to provide you with services that meet the highest standards of quality, reliability and safety, we do not provide any guarantees that the service will be provided uninterrupted, timely or without errors caused by the malfunction of hardware or software on the user side.

## 5. THE BAN ON THE USE

5.1. **MODIFICATION OF THE SOFTWARE.** The user is not entitled to attempt in any way to modify, reverse engineer, decompile or disassemble the Software.

5.2. **INDIVIDUAL USE.** The service is intended exclusively for personal use by the User. Under no circumstances the Customer has the right to use his account with real money (real money account) opened in the Company for any other purpose other than to use the Service.

User is obliged to provide complete and accurate information in respect of all details and information provided by the user of the company. The User is obliged to clarify the information provided by the user of the company in case of any changes to it. User shall not allow any other person to use the Service through his account.

5.3. **USE IN OTHER PURPOSES.** Using the services for any purposes other than those provided for in the Contract (public offer) is not allowed.

## 6. VIOLATION OF OBLIGATIONS

6.1. If the User breaches in whole or in part any statement of this Agreement or the contract as a whole, the Company reserves the right to take such action as it considers necessary, including the termination of this Agreement, immediate blocking of the access of this User to the Service, closing of the user account on Company's website and (or) the excitation of proceedings against such a User.

6.2. You agree to fully indemnify the Company, its shareholders, directors and employees against all claims, demands and liabilities, damages, losses, costs and expenses, including legal fees and any other expenses, regardless of their causes which may be the result of:

6.2.1. Your complete or partial breach of this Agreement.

6.2.2. Your violation of any law or the rights of any third party.

6.2.3. Use of the Service by you or any other person accessing the Service and using your registration information (as defined below) regardless of whether it was authorized by you or not.

6.3. You agree with a commitment to reimburse the Company for any damage that will be caused by your illegal actions, payment obligations or losses that may arise in the Company as a result of your breach of the Terms or the Contract.

## **7. LIMITATION OF LIABILITY**

Under no circumstances, including negligence, the Company shall not be liable for any special, incidental, direct, indirect or consequential damages of any kind (including, without limitation, damages for loss of business profits, business interruption, loss of business information, and any other pecuniary loss) arising from the use (or misuse) of the Service, even in cases where the company has previously been advised of the possibility of such damages.

## **8. SAFETY AND USER ACCOUNT**

8.1. Access to each user account is performed by a combination of a unique user identifier (hereinafter User ID), a unique and secret password (hereinafter Password), and an additional numeric identifier (hereinafter Security Code). User ID, Password, and Security Code collectively referred to as "Credentials". User is obliged to choose his own User ID and Password in accordance with the stated rules.

8.2. User agrees to be solely responsible for any use of the Service, committed with his credentials, as well as not to disclose the credentials to any person.

8.3. User is obliged at all times to maintain the secrecy and confidentiality of any information that has been available to him as a result of interaction with the company, including their credentials and make every effort to keep such secrecy and confidentiality. The user is solely responsible for any unauthorized use of credentials that will be regarded as having been committed by the User. Any liability arising in this regard lies on the User. User agrees that the transmission of any confidential information to third parties is possible only with prior permission of the company. User agrees that he has the right to have more than one account only if he participates in the Trust Deed. The User is aware that the detection of this statement violations his account will be blocked.

8.4. You agree that free cash flow, which are stored on your account, the Company does not accrue interest.

8.5. With leverage you can trade using the Service in an amount several times greater than the total amount of money available on your account in the Company.

8.6. The Company reserves the right to carry out verification of solvency and (or) the identity of the User, with third party credit bureaus or departments using the information provided to us by the User when registering for the Service.

8.7. The Company keeps the right to use third-party cash settlement centers for electronic payments and (or) financial institutions for payments made by you or on your behalf in connection with your use of the Service.

8.8. You understand and agree that the money deposited to the account of the Company is kept in a trust account on your behalf.

## **9. THE USER DATA IN THE PROCEEDINGS**

User agrees that the data on the progress of each operation is the data registered on the company's server. In the case of discrepancies between the data shown on your computer and available records on a server, the latter shall prevail.

10.1. All the settlements under the Agreement are carried out in US dollars or in other currency determined by the Company.

10.2. The payments between the Company and the Customer shall be made by bank transfer or by means of electronic payment systems connected to by the Company. Funds credited to the client account may be withdrawn and transferred only to those bank accounts or payment systems from which they were originally received or to those payment systems which are official partners of the Company or with which the Company is in a contractual relationship. More information on the fund withdrawal procedure can be found in respective sections of the Company's website.

## 10. TERMS OF PAYMENT

10.3. Payments made in Unites States Dollars or any other currency will be credited to the client account in full less bank charges and commissions charged by payment systems. Any sum being credited to the client account shall be automatically converted to a Unites State, at a rate established by the Company.

10.4. The Customer hereby accepts the Company's rules and regulations pertaining to the terms for crediting and debiting client accounts, and the condition of an obligatory Client's identification in the order established by the Company before conducting deposit/withdrawal operations via bank accounts.

10.5. Deposit of funds to the Client's Account

- in case of a bank transfer, the Customer's account will be credited within three business days from the date of receipt of the funds by the Company;
- in case of a payment system transfer, the Customer's account will be credited within one business day from the date the funds arrive at the Company's e-wallet

10.5.1. Withdrawal of the client is carried out not earlier than 14 days from the date of your first deposit, as well as after the bonus policy in accordance with Clause 19 of this Agreement. The minimum amount for withdrawals 100 USD.

10.5.2. Withdrawal of the client is carried out from the date of receipt of the request for withdrawal and can take up to thirty (30) working days after submission of all necessary documents, the company will request the Customer and the Customer fulfills all the instructions received from the Company and, depending on the method of withdrawal and payment system.

10.6. All bank and payment system charges, fees and commissions either for incoming or outgoing transfers shall be paid by the Customer.

10.7. The Company may exercise its discretion in accepting or declining the Customer's request to transfer funds through the payment system chosen by the Customer, in which case the Customer may select another payment system upon agreement with the Company.

10.8. The Customer agrees that the client money shall be kept by the Company at any of the Company's bank or trading accounts and may be used at the sole discretion of the Company for the purpose of performing this Agreement.

10.9. Any Customer refund or fund withdrawal shall be made in accordance with Clause 10.2 of this Agreement. The Company has the right to ask the Client to certify the accuracy/relevancy of information provided during the registration of the trade account. The Company may any time request from the Customer to provide a scanned or a notarized copy of his passport (at the Company's discretion) and other specific documents determined by the Company in relation to the Client - legal body.

10.9.1 According with this Terms and Conditions the Customer has the right to withdraw Funds from his account when the position is being closed and money are reflected in Customers personal account so that the balance of account allows to withdraw money.

That means when Customers funds/deposits are in trading process and the position is not closed the

Customer can not use or order withdrawal of Funds.

The withdrawal of Funds shall be processed according with this article Terms of Payments.

10.10. In case where an incoming transfer was made through a payment system and an outgoing transfer is requested to be made by bank transfer to the Customer's bank account, the Company may accept to make such a transfer, provided that the holder of the bank account and e-wallet is the same person and the Customer has previously made relevant deposit operations to the Client's account via the indicated bank account.

10.11. Each transaction carried out by the Customer is recorded and stored by the System in the Customer's Transaction Register as per exchange rate valid at a given moment. Any variation in the balance when the position is being closed means the following:

- any increase in the balance means that the Customers has made profit which is in the Customer's disposition;
- any decrease in the balance means that the Customers has sustained loss that stays with the Company.

10.12. In order to withdraw funds from the account, the Customer should follow the instructions of the Company and, if necessary, confirm a Funds Withdrawal Request by completing an associated form provided by the Company.

10.13. The withdrawal of funds will be carried out after submitting a Funds withdrawal request by the customer in a manner provided for by the regulations.

10.14. The Customer acknowledges that the Company shall not be liable for any financial loss the Customer may sustain in connection with noncompliance with the deposit/withdrawal procedures. Should the deposit/withdrawal transactions be incorrectly displayed in the System, the Company shall make necessary corrections either alone or as per Customer's instructions.

10.15. If the total debt owed by the Customer to the Company under this Agreement or the Regulations equals to the total amount of debt owed by the Company to the Customer, then the debts will be considered as settled.

10.16. If the amount payable under this Agreement or Regulations by one Party exceeds the amount payable by the other Party, then the owning Party shall pay the other Party the respective difference, following which a mutual settlement shall be considered to have been reached between the Parties.

## 11. TERMINATION OF THE AGREEMENT

Each Party may terminate this Agreement with immediate effect by giving at least five Business Days Written Notice to the other Party. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made there under.

Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

- all outstanding Costs and any other amounts payable to the Company;
- funds as necessary to close positions which have already been opened;
- any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- any damages which arose during the arrangement or settlement of pending obligations;
- transfer fees for Client funds;
- any other pending obligations of the Client under the Agreement. i. any obligations for completing trading volume.

Upon Termination the Company reserves the right to without prior notice to the Client:

- keep Client's funds as necessary to pay the Company all amounts due;
- combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;
- close the Client Account;
- cease to grant the Client access to the Company Terminal;
- convert any currency; or
- suspend or freeze or close any open positions or reject Orders.

Upon Termination if there is Balance in the Client's favor, the Company will (after withholding money of the Client in such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Company.

You may ask at any time to close Your Account by sending an email to the Company's customer support at [info@wssolutions.com](mailto:info@wssolutions.com) and You will be contacted by customer support accordingly in order to facilitate such request.

## 12. DEFAULT

Each of the following constitutes an "Event of Default":

- Client is engaging into scalping as defined in this Agreement
- the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- the failure of the Client to perform any obligation due to the Company;
- where any representation or warranty made by the Client is/or becomes untrue;
- the Client is unable to pay the Client's debts when they fall due;
- the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph;
- the Client involves the Company in any type of fraud or illegality. i. an action set out in the following paragraph is required by a competent regulatory authority or body or court;
- if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.
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If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

terminate this Agreement without notice which will give the Company the right to perform any or all of the actions of Section "Termination of the Agreement";  
combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances; close the Client Account;  
cease to grant the Client access to the Company Terminal;  
convert any currency;  
suspend or freeze or close any open positions or reject Orders;  
refuse to open new Client Accounts for the Client.

## 13. CHANGES

The Company reserves the right to update or modify this Agreement or any part thereof at any time without notice, and such amended Agreement will be binding on you after 6 days after it is posted on the site. Therefore, we suggest you constantly to visit our website and check the terms and conditions contained in the version of the Agreement, which is in force at the moment. The fact that you continue to use the Site, confirms your acceptance of any changes to the Agreement.

#### 14. APPLICABLE LAW

Agreement and any issues related to it are governed by and construed in accordance with the laws of the State of Saint Vincent and the Grenadines. Each party agrees that the relevant courts of Saint Vincent and the Grenadines have exclusive jurisdiction in respect of any claims, disputes or differences arising out of the Agreement and all matters arising from them, and waives any right of appeal claim brought in the courts or claims that the action has been brought in an inappropriate court, or that those courts do not have the relevant authority.

#### 15. SEVERABILITY

If any statement of this Agreement is or becomes illegal, invalid or unsecured coercive force in any jurisdiction, it will not affect the validity or enforceability in that jurisdiction of any other statement of this Agreement, as well as the validity or enforceability in other jurisdictions of that or any other statement of this Agreement.

#### 16. MISCELLANEOUS STATEMENTS

16.1. No waiver by the Company of the right to claim for breach of any statement of this Agreement (including the failure of the Company to require strict and literal performance of or compliance with any statement of this Agreement) shall be construed as a waiver in connection with any subsequent breach of such a statement or in connection with any breach of any other statement of this Agreement.

16.2. Nothing in this Agreement shall not create or confer any rights or other benefits in favor of any third parties who are not party to this Agreement.

16.3. Nothing in this Agreement shall create or be considered to create any partnership, agency, fiduciary relationship, the agreement on the establishment of a trust or joint venture between you and us.

16.4. This Agreement constitutes the entire agreement and understanding between you and the Company in connection with the Service and supersedes all prior agreements and understandings between you and Company.

#### 17. POWERS AND AUTHORITIES OF THE COMPANY

The Company shall make commercially reasonable efforts to prevent any malfunctioning in the Site's activity. However, in any event of a technical failure (or any other error) in the Site's systems for any reason whatsoever, the Company will be entitled to cancel Your participation in any of the Services, concerning which the malfunctioning has occurred. In such an event, the Company's responsibility and liability will be limited only to the participation fee sum that was paid by You for participating in such Services, and Your Account will be credited accordingly.

The Company reserves the right to cancel, terminate, modify or suspend the Services if for any reason, the Services cannot be conducted as planned, including, but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Company. If any errors result in awarding payouts to You or in an increase in payouts owed or paid to You, You shall not be entitled to these payouts. You shall immediately inform the Company of the error and shall repay any payouts credited to Your Account in error to the Company (as directed by the Company) or the Company may, at its discretion, deduct an amount equal to those payouts from Your Account or set off such amount against any money owed to You by the Company.

The Company reserves the right limit, refuse or cancel any trade made by You or through Your Account, as well as cancel any trade (regardless of whether such cancellation was due to actions on Your part or of any third party), where the Company believes that any act of fraud or any other act of bad faith has been taken against the Company or any third party; in which case You will only be entitled to receive the participation fee sum that was paid by You for participating in such trade, and Your Account will be credited accordingly. The Company shall be entitled, at its sole discretion, to amend, modify, or discontinue, from time to time, any of the Services, and/or bonuses and/or promotions and/or introduce new Services, bonuses, and/or promotions. We shall not be liable for any loss suffered by You resulting from any changes made and You shall have no claims against Us in such regard.



## 18. ADVICE AND INFORMATION

We do not provide advice to You in any manner whatsoever in regard to Your use of the Site and/or the Services, or in regard to any consequences arising therefrom. You are solely responsible for making Your own independent appraisal and investigations into the risks of using the Site and/or Services. You represent that You have sufficient knowledge and experience to make Your own evaluation of the merits and risks of using the Site and/or Services.

Where the Company does provide You with any commentary, marketing materials or other related information this is incidental to the relationship between You and Us, is provided for information purposes only and is provided solely to enable You to make your own investment decisions. Further as the aforementioned is for information purposes only, We cannot warrant and guarantee the accuracy of it. We will not be held liable for any losses, costs, expenses or damages that You may suffer arising from any inaccuracy or mistake in any information given to You.

We are not responsible for the consequences of You acting upon such commentary, marketing materials or other related information.

## 19. BONUS POLICY

Any bonuses, promotions and benefits that are provided by WSSolution or any trading account are held under the Company's terms and conditions and can be viewed there for more details.

Should WSSolution under any circumstance suspect any wrong doing or deception, WSSolution reserves the right to cancel bonuses, promotions or benefits that have been provided or are supposed to be provided to the specified trading account. The decision whether to offer a bonus to a prospective/potential client is clearly and indisputably at WSSolution absolute and unreserved discretion.

In order to be eligible to withdraw your bonus, you must execute a minimum trading volume of \$10,000 for every 1 bonus dollar (\$1). For example: if you receive a bonus of \$100, you will need to have a minimum trading volume of \$1,000,000 in order to be able to withdraw your bonus.

Your trading volume will start counting towards the trading volume requirement for bonus withdrawal from the date you receive the bonus.

WSSolution does not wish to restrict your account during the period in which you have not met trading volume requirements related to your bonus. Thus it should be noted that if you request a withdrawal during this period, the full bonus amount, including profits generated from the said bonus, will be forfeited. In such a case, the bonus amount will be deducted from your remaining account balance. You will then be able to manage the remaining balance in your account freely.

The acceptance to the reception of the bonus and its insertion to your account, binds the client to the bonus's terms and conditions above and hereinafter. After the bonus is injected to the client's account, it cannot be retracted and/or removed under any circumstances.

By accepting this Terms & Conditions the Client agrees that all bonuses that the Company have been ever provided to the Client or shall provide in future should be used by Client in trading volume (lots). When the Client trades on bonuses, WSSolutions reserves the right to get spreads, swaps and other fees on all market-based instruments (forex, index, shares and commodity market).

The Client is not allowed to withdraw neither bonuses nor amount from his personal account before the Company gets all spreads, swaps and other fees. Each dollar which was provided to Client shall be 10.000 dollars of trade volume.

The volume is calculated from all amount of costs which have been accrued within all period of work with the Company.

Bonuses - real means provided to trader by WSSolutions for actual trading. Bonuses may be withdrawn only under certain conditions. It can be used not only as a tool for increasing of trade volumes, but also as an

opportunity to boost the free margin that provides significant protection during unexpected drawdown of the account.

**Address: Suite 305 Griffith Corporate Centre, Beachmont, PO Box 1510,**

**Kingstown, Saint Vincent and the Grenadines**