

RISK DISCLOSURE POLICY



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1. Overview

The following statements are intended to inform the Customer of the potential risks involved in trading on financial markets. Customers should be aware of the potential losses associated with such risks. This document forms an integral part of the Agreement between the Company and the Customer. Should there be no clear definition of a term set out in this document, the interpretation of that term shall be governed firstly by the definition given in the Client Agreement. This document cannot disclose all risks involved in trading due to the wide range of feasible situations.

FairMarkets is the trading name of Fairmarkets International Ltd. (“FairMarkets”, “Company”, “us”, “we”, “our”, “ours”, “ourselves”). In issuing a licence to FairMarkets, no regulatory authority has vouched for:

- i. the reliability and financial soundness of the products offered or products on which the Company provides its service; and
- ii. the correctness of statements or opinions expressed by the Company, if any.

Every Customer should deal with the Company at their own risks and shall not be protected by any statutory compensation arrangements in any event whatsoever.

Every person intending to trade on the products offered by the Company is recommended to seek independent advice on the investment viability and risk associated with such products and services proposed by the Company.

2. Risk statements

Online trading involves substantial risks, as indicated hereunder. Prospective Customers should be aware that they can benefit as well as lose all or part of their funds when engaging in trading activities.

In making a decision to trade in the Company's products, Customers must rely on their own examination of the products, including the merits and risks involved. The Company does not provide advice of any kind, including tax, investment or legal advice other than general consultations to Customers. The Customer should not risk more than what he is prepared to lose. The Customer must ensure that he understands the risks involved and take into account his level of experience before deciding to trade. Independent advice and consultation must be sought if the Customer deems it necessary.

Online trading involves a high degree of risk. Customers may not receive the amount that they initially invested due to any of these risks, and may lose all or part of their funds.

3. Effect of leverage

When executing trading operations under margin trading conditions, even small market movements may have a great impact on a Customer's Trading Account due to the effect of leverage. The Customer must take into consideration that if the trend on the market is against them, the Customer may sustain a total loss of their Initial Margin and any additional funds deposited to maintain Open Positions. The Customer shall be held fully responsible for all risks, financial resources used and the chosen trading strategy.

Many instruments are traded within wide ranges of intraday price movements. Consequently, Customers must carefully consider the fact that there is not only a high probability of profit, but also one of loss.

4. Trading platform

The Customer acknowledges that only one Request or Instruction is allowed in the queue. Once the Customer has sent a Request or Instruction, any other Request or Instruction sent by the Customer will be ignored. In the “Order” window, the “Order is locked” message will appear.

The Customer acknowledges that the only reliable source of quoting information is the server for Customers with live accounts. The quote base in the Customer terminal shall not be considered a reliable source of quoting information given that in the case of a bad connection between the Client Terminal and the server, some of the quotes simply may not reach the Client Terminal.

The Customer acknowledges that when the Customer closes the window to place/modify/delete an Order, as well as the window to open/close a position, the Instruction or Request which has been sent to the server will not be cancelled.

The Customer assumes the risk of executing unplanned Transactions in the event that the Customer sends another Instruction before receiving the result from the Instruction sent previously.

The Customer acknowledges that if an Order has already been executed but the Customer sends an Instruction to modify the level of a pending Order and the levels of Stop Loss and/or Take Profit orders at the same time, the only Instruction that will be executed is the Instruction to modify the Stop Loss and/or Take Profit levels on the position opened on that Order.

5. Communications

The Customer shall assume the risk of any financial loss caused by the Customer either not receiving a notification from the Company or it being delayed.

The Customer acknowledges that unencrypted information transmitted by email is not protected from unauthorized access. The Customer also agrees that the Company shall have the right to delete messages sent to the Customer through internal mail 5 (Five) days after they have been sent, despite the fact that the Customer may not have received them yet.

The Customer assumes full responsibility for the safekeeping of information received from the Company and shall bear the risk of any financial loss caused by unauthorized access to the Customer’s trading account by any person.

The Customer shall bear all risks of financial loss caused by a Force Majeure Event.

The Customer shall bear all financial and other risks when completing operations (or actions connected with these operations) on financial markets that are statutorily prohibited or restricted by the legislation of the jurisdiction in which the Customer is resident.

The Customer must be aware of commissions and other charges before trading. Charges may be expressed in monetary terms, percentage terms or in other unit of measurement and it is therefore the responsibility of the Customer to understand what such charges amount to.