



Terms Of Use

The Terms of Use constitute an electronic agreement between the Client (a natural or legal entity) (hereinafter the "Client", "you", "your") of <https://mybro.com> and Digital Markets LLC, incorporated in St. Vincent and the Grenadines with company number 135 LLC 2019 and whose registered office is First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines (hereinafter the «Company», "MyBro", "we", "us" or "our").

The Terms of Use govern all trading activity of the Client and contain important provisions, which the Client must consider carefully when choosing whether to visit the Website and use the services and products of the Company PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE AGREEING TO THEM.

By visiting or accessing the Website, you (i) agree that you have read and accepted all of the terms and conditions contained in the herein Terms of Use, as amended from time to time, (ii) you acknowledge and agree that you will be bound by such Terms, and (iii) you acknowledge that you have read and understood the latest version of our [Privacy Policy](#) by clicking the "register" button or by visiting the Website, the applicable company provides you with access and utility through Trading Platform via software, mobile application, API (application program interface), technologies, products and/or functionalities.

The Client is solely responsible for understanding and complying with any and all laws, rules and regulations of the Client's specific jurisdiction that may be applicable to the Client in connection with the use of any and all services and products of the Company.

TRADING CONTRACT FOR DIFFERENCES CARRIES A HIGH LEVEL OF RISK AND CAN RESULT IN THE LOSS OF THE CLIENT'S ENTIRE INITIAL DEPOSIT.

The Terms of Use incorporate [Privacy Policy](#) as well as any other policies published on the Website by reference, so by accepting the Terms of Use, the Client agrees with and accepts all the policies published on the Website.

MyBro reserves the right to amend or modify any portion of the Terms of Use at any time by publishing the revised version of the Terms of Use on the Website. The changes will become effective and shall be deemed accepted by the Client, the first time the Client uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the Client does not agree with any such modification, the Client's sole and exclusive remedy is to terminate the use of the Services. The Client agrees that the Company shall not be liable to the Client or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

These Terms and any terms expressly incorporated herein apply to Your access to, and use of, any Service(s) provided by MyBro. These Terms do not alter in any way the terms or conditions of any



other agreement you may have with MyBro for products, services or otherwise. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Service(s). If you have any questions regarding the use of the Service(s), please contact support@mybro.com.

IF THE CLIENT DOES NOT ACCEPT THESE TERMS OF USE, THE CLIENT SHALL NOT ACCESS THIS WEBSITE AND SHALL NOT USE ANY OF COMPANY'S SERVICES AND PRODUCTS.

1. DEFINITIONS

1.1. Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below.

1.1.1. **ASK:** means the price the Client pays when buying.

1.1.2. **Balance:** means total financial result of all complete transactions and operations of depositing/withdrawing assets in a Live Account.

1.1.3. **BID:** means the price the Client pays when selling.

1.1.4. **Client:** means a person or an entity that uses the Services, agrees to follow the Terms of Use and is a holder of a Profile.

1.1.5. **Close fee:** means a commission for closing the Position that is charged at the moment of the Order execution.

1.1.6. **Trading conditions** means: the principal trading terms in CFDs (e.g. Spread, Leverage, charges, fees, etc.) for each type of CFD and/or type of Client Profile or Live Accounts as determined by MyBro from time to time in its discretion.

1.1.7. **Cryptocurrency:** means peer-to-peer decentralized digital representation of value (e.g. bitcoins, ethers, etc.).

1.1.8. **Demo Account:** means the Client's account with demo funds, which have no real value and considered to be demonstrative.

1.1.9. **Equity:** the Balance available on the Client's Live Account(s), that includes unrealized (floating) profit and loss and calculated under the following formula: $Equity = Balance + FPL$.

1.1.10. **Exposure limit:** means a limit which is set for the maximum allowable exposure per one Live Account in the amount prescribed in the Clause 9.9 hereto.

1.1.11. **Financing fee:** means commission for the extension of an open Position.

1.1.12. **Financial Instruments:** means any and all financial instruments that are available for the Client through the Trading Platform.

1.1.13. **Floating Profit/Loss:** means the sum of profits and losses on all open positions, which can be calculated under the following formula: $FPL = (Current\ Price - Open\ Price) * Position\ Size$.

1.1.14. **Force Majeure:** means the circumstances under which it is impossible for the Company to fully or partially execute its obligations under the Terms of Use namely: fire, acts of God, war, any kind of military operations, blockades, strikes, the adoption of laws and regulations that interfere with the fulfillment of the obligations specified in the Terms of Use.

1.1.15. **Live Account:** the Client's trading account with deposited funds, which have cash equivalent value, with which the Client can perform trading activities.

1.1.16. **Long position (Long):** means a Buy position that increases in value if the market price of the Underlying Instrument increases.

1.1.17. **Margin:** means the amount of money the Client needed to open and maintain a leveraged trading position.

1.1.18. **Margin Level:** means a ratio between Equity and Used Margin shown in percentages and calculated under the following formula: $Margin\ Level = Equity / Used\ Margin * 100$.

1.1.19. **Margin Trading:** means leverage trading when the Client may trade with borrowed Funds instead of the Client's own.

1.1.20. **Margin Call:** means notification about the possible liquidation of the Client's positions in order to restore the Margin Level. Margin call and liquidations values are specified on the website of the Company.

1.1.21 **Cross Margin** means: the principle when the positions offset each other so that the excess margin of one position can be used to satisfy the margin requirements of another position.

1.1.22. **Isolated Margin:** means the principle when the margin of a certain position (group of positions) on a live account is not used to satisfy the margin requirements of another position (group of positions) on another live account.

1.1.23. **Open fee:** means commission for opening the position that is charged at the moment of the Order execution.

1.1.24. **Pending order:** means an order to open or close a position in the future at the specified price.



1.1.25. **Personal Information** (personal data): means any information which identifies you personally or which may help us to identify you (e.g. your name, address, e-mail address, trades, etc.).

1.1.26. **Price gap (Gap)**: means a situation of a significant difference between the closing price of the previous time frame (chart element) and the opening price of the next one.

1.1.27. **Profile**: means a private section on the Company's Website used by the Client to withdraw and deposit funds from/to the Live Account, open new Live Accounts, submit verification documents etc.

1.1.28. **Financing fee**: means commission for the extension of an open Position.

1.1.29. **Risk level**: means an amount in percentages which is calculated by the following formula: $\text{Equity}/\text{Margin} \times 100\%$.

1.1.30. **Services**: means all and any kind of service provided by the Company.

1.1.31. **Site** or **Website**: means MyBro Website at <https://mybro.com>.

1.1.32. **Short position (Short)**: means a sell position that increases in value if the market price of the Underlying Instrument decreases.

1.1.33. **Spread**: means a difference between the Ask and the Bid prices figured in points.

1.1.34. **Trading Platform**: means an electronic system created by MyBro and used by the Client to direct orders to make transactions.

1.1.35. **Transaction**: means actions performed at the Client's Live Account and/or Profile following an order placed by the Client and opening/closing of the trading positions and balance operations.

1.1.36. **Underlying Instrument**: means the Financial Instruments as per article 3.3 below that are available on the Website.

1.1.37. **Usable Margin**: means an indicator that shows how much funds can be used to open new positions. It can be determined using the formula: $\text{Usable Margin} = \text{Equity} - \text{Used Margin}$.

1.1.38. **Used Margin**: means funds used to support open positions. It can be determined using the rough formula: $((\text{Bid} + \text{Ask}) / 2) * \text{Lots} * \text{Leverage}$

1.2. Words used in the singular shall, where the context so admits, include the plural, and vice-versa and words used in the masculine shall include the feminine.

2. SCOPE OF THE SERVICES



2.1. The Services allow all Clients of the Website to make Transactions with Contract for Differences in Cryptocurrencies (hereinafter – “CFDs”) and other services available on the Trading Platform.

2.2. Depending on the Client’s place of residence, the Client may not be able to use all the functions of the Website. It is Your responsibility to follow those rules and laws in your place of residence and/or place from which the Client accesses this Website.

2.3. The Company provides Services only to residents from the following [list of countries](#).

2.4. The Company provides only services that are listed on its web Site (mybro.com). In case the Client receives an offer of any kind (funds management, investment advice etc.) that is not mentioned on the Website, the Client should contact the Company in written form immediately. Such notification should include all possible details of this offer and parties involved. The Company is not responsible for results caused by third parties’ activity and consequences of this activity and can not give any recommendations regarding such situations.

3. SUBJECT OF THE TERMS OF USE & PROVISION OF SERVICES

3.1. The subject of the Terms of Use shall be the provision of Services to the Client by the Company under the Terms of Use and through the Website.

3.2. The Company shall carry out all Transactions in relation to one or more Financial Instruments.

3.3. The list of financial instruments (hereinafter – “**Underlying Instrument**”) is available [here](#).

3.4. Subject to the provisions of the Terms of Use, the Company agrees to provide the Client with the Services, if the Client:

3.4.1. is being of age of maturity in accordance with the jurisdiction the Client resides in or is a resident of, is of legal competence and of sound mind;

3.4.2. follows the rules and laws in the Client’s country of residence and/or country from which the Client accesses this Site and Services;

3.4.3. has accepted these Terms of Use;

3.4.4. is at least 18 years old and has the right to accept these Terms of Use and participate in transactions involving Financial Instruments;

3.4.5. if the Client is a corporate Client, such company has the legal capacity to accept these Terms of Use and participate in transactions involving Financial Instruments.

3.4.6. if the Client is not residing in any country where distribution or provision of the financial products or services offered by the Company would be contrary to local laws or regulations. It is the Client’s



responsibility to ascertain the terms of and comply with any local laws or regulations to which they are subject.

3.5. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company will have no obligation to inform the Client of the reasons.

4. THE CLIENT'S RIGHTS AND RESPONSIBILITIES

4.1. The Client has the right to enter and use the Website and the Services, as long as the Client agrees to and actually complies with the Terms of Use. By using the Website, the Client agrees to accept and comply with the terms and conditions stated herein.

4.2. The Client undertakes to read the entire Terms of Use carefully before using the Website or any of the Services provided by the Company.

4.3. The Client undertakes to comply with any and all applicable laws and regulations related to the use of the Services.

4.4. The Client undertakes to always monitor all and any changes on the Client's Profile, including but not limited to the balance matters.

4.5. Submit with the Company any Order on the Website in accordance to and subject to Terms of Use.

4.6. You are responsible for maintaining the confidentiality of information on Your Profile, including, but not limited to Your password, email, wallet address, wallet balance and of all activities including Transactions made via your Live Account. If there is any suspicious activity related to the Client's Profile, the Company may request additional information from the Client, including authenticating documents and freeze the Profile for the review time.

4.7. The Client undertakes to use the Profile on the Client's own and not to transfer any personal information with the help of which a third party can access the Client's Profile.

4.8. The Client agrees that all actions conducted on the Client's Profile are recognized as those made on behalf of the Client and on the Client's own discretion.

4.9. The Client undertakes not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, financing terrorist organizations, or malicious hacking.

4.10. The Client acknowledges that Client's Profile may be frozen at any time in case of suspicious transaction for the internal investigation within reasonable time.

4.11. The Client acknowledges that Client's Profile may be frozen in case of the request of any competent authority investigating a fraud or any other illegal activity within reasonable time.



4.12. Clients are solely responsible for determining whether any contemplated Order or Position is appropriate for them based on the Client's personal goals, financial status and risk willingness.

4.13. Clients are prohibited from engaging in any kind of market manipulation actions which specifically includes, without limitation: front-running, wash trading, spoofing, layering, churning, and quote stuffing. For general understanding market manipulation actions are actions taken by any Client or a person acting in concert with a Client which are intended to (i) deceive or mislead other Clients; (ii) artificially control or manipulate the price or trading volume of Funds; (iii) aid, abet, enable, finance, support or endorse either of the above. This may include actions on the Website and/or outside of the Website. Actions regarded by Company as market manipulation will result in blocking Client's Profile with the right to use blocked funds for reimbursement of negative consequences appeared due to mentioned manipulation at sole discretion of the Company.

4.14. The Client shall be solely responsible for all filings, tax returns and reports on any Order or Position which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Website operation.

4.15. The Client has the right to register only one Profile.

4.16. The Client has the right to open not more than ten (10) Live Accounts within Client's Profile.

4.17. EU/EEA Citizens/residents related important information: in accordance with the MiFID II (Directive 2014/65/EU) European residents can receive investment services by a third-country firm at their own initiative. To proceed with your Profile registration, you shall study all risks and limitations related to trading through a third-country firm and agree with them by studying and filling declaration before opening the Profile. The declaration is available via the following [link](#). If any of the risks involved seem fully or partially unclear, the Client should seek independent advice. Clients should clearly understand the difference between the Company and group of companies and that different regulations and protections have been applied to Clients of different companies in the group.

5. REFUND PROCEDURE

5.1. In case You accidentally or by mistake deposited the Cryptocurrency to Your Account and cannot withdraw it, because You did not pass the identity verification, You should go through the identity verification procedure and contact us at support@mybro.com.

5.2. After receiving a refund request, the Company conducts Anti-Money Laundering procedure regarding the Client's funds and decides whether the refund is possible.

5.3. If the Company will make a decision to refund Client's funds, then these funds will be sent to the address from where they were sent.



5.4. In case Client's funds do not pass the Anti-Money Laundering procedure, the Company will be forced to contact the appropriate authorities and they will decide on the future of the Client's funds.

6. COMPANY'S REPRESENTATIONS AND WARRANTIES

6.1. The Company shall provide the Services to the Client with reasonable care and skill and in accordance with the Terms of Use.

6.2. The Company represents and warrants that the Position can exist until the moment of its closure by the Client or it can be automatically liquidated by the Website if there is a lack of own Client's funds on the Live Account to support the Position.

7. FINANCIAL OR LEGAL ADVICE & RISK ASSESSMENT

7.1. The Company does not provide the Client with any investment, legal, regulatory or other form of advice. You are required to rely on Your own judgment (with or without the assistance of an advisor) in using Company's Services.

7.2. In asking the Company to provide its Services, the You confirm that You have been solely responsible for making the Your own independent appraisal and investigation into the risks of the Company's Services on CFDs. You confirm that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any Order or Position.

7.3. The Client is not entitled to ask the Company to provide the Client with investment advice relating to any Company's Service or to make any statement of opinion to encourage the Client to open a particular Order or close the Position

7.4. The Company may, at its absolute discretion, provide:

7.4.1. information in relation to any Service about which the Client has enquired, particularly regarding procedures and risks attaching to the Order or Position and ways of minimizing risk; and

7.4.2. factual market information.

7.5. However, the Company will be under no obligation to disclose such information to the Client and in the event of the Company supplying such information it will not constitute investment advice.

7.6. The Client shall be liable for all Orders given through the Client's security information and any Orders received in this manner by the Company shall be considered to have been given by the Client.

7.7. So long as any Order is submitted through the Live Account of the Client, the Company shall reasonably assume that such Orders are submitted by the Client and the Company shall not be under any obligation to investigate further into the matter.



7.8. **RISK DISCLOSURE.** This notice provides you with information about the risks associated with investment products, which you may invest in through services provided by MyBro. Investment products offered by MyBro include contracts for differences (CFDs) whose underlying assets are cryptocurrencies. Each Cryptocurrency has its own features – blockchain, protocols, etc. and inherent risks which you must understand before investing in it. ACCORDINGLY, CRYPTOCURRENCIES SHOULD BE SEEN LIKE AS AN EXTREMELY HIGH RISK ASSET AND YOU SHOULD NEVER INVEST FUNDS THAT YOU CANNOT AFFORD TO LOSE.

7.9. Contract For Difference (CFD), means you are not buying the underlying asset, and assumes transferring the difference between the current value of a CFD on stocks, metals, forex and its value at the closure moment. The subject to the Terms is an underlying asset price movement, the underlying asset itself is not being delivered. Thus, you are able to invest in an underlying asset without actual possession of it.

7.10. The complexity of CFD and its excessive leverage present significant risks of financial losses. If the market price moves against your expected price, you may sustain a total loss greater than the funds invested in a specific position. You are responsible for all losses on your Live Account in respect to the assets in your Live Account.

7.11. Before deciding to trade on margin you should carefully consider your investment objectives, level of experience, and your possibilities for risk.

7.12. Our CFDs are not listed on any exchange. CFDs involve greater risk than investing in on-exchange products, as market liquidity cannot be guaranteed and it may be more difficult to liquidate an existing position.

7.13. CFDs are not appropriate for a long-term investor. Holding a CFD open for a long time increases the associated costs, for instance, Financing fee, and it may be more beneficial to buy the underlying asset instead. The price of the underlying asset may suddenly change because of the sharp movements in the market known as "gap". It may occur when the underlying market is closed, meaning the price on the underlying market may open at a significantly different level, and at a less advantageous price for you.

7.14. You have to ensure your Live Accounts with margin while your positions are opened in accordance with Our requirements, which may change from time to time. Thereby, if asset price moves against you or if our margin requirements have changed, you may need to provide us with significant additional funds, at short notice, to maintain your open positions. If it won't be done your positions (one or more) may be closed and You alone will be responsible for any losses incurred as a result.

7.15. The trading of commodities and currencies involve a significant amount of risk. Prices vary every day; hence you can lose or increase the value of your assets at any moment. All commodities have the ability to grow in price or lose their value or even become worthless and it only depends on a



market supply/demand. There is always a sufficient risk that losses will occur as a result of buying, selling or trading anything on the market.

7.16. There may be additional risks, which have not been foreseen or identified here.

7.17. **Technical Risks.** The Client acknowledges and accepts the risk of mistakes or misinterpretations in the orders sent through the Company due to technical failures or errors of electronic means;

7.18. The Client acknowledges and agrees that any products or services offered by the Company may not always be available for purchasing or used for trading purposes, and it is in the Company's absolute discretion whether it will make these products available or not at any time. The Company shall bear no responsibility and liability in relation to the section 7 of these Terms of Use, including without limitation to not making available any product at any given time.

7.19. The Client accepts the risks of financial losses, which can happen because of the malfunction of hardware and/or software facilities, and/or poor internet and/or software connection at the Client's side.

7.20. **Communication Risks.** The Client bears sole responsibility for the safety of information received/transferred from/to the Company and assumes the risk of any financial loss incurred in the result of unauthorized access of the third parties to the trading account.

7.21. You undertake to immediately notify MyBro of any unauthorized use of your Profile or password, or any other breach of security. Profile of any Client who violates the rules contained herein may be terminated, and thereafter the Client shall be held liable for any losses incurred by MyBro or any user of the Site. You agree and understand that it specifically disclaims any liability or responsibility of MyBro for the management, maintenance, and/or security of your login credentials, required forms of authentication, and/or of unauthorized use of your Profile(s), and management, maintenance, and/or security of the API Key(s). You agree that all actions conducted in your Profile are recognized as having been made on Your behalf and on Your own discretion.

8. ORDER EXECUTION

8.1. The execution of orders only takes place within the time of the trading session of an instrument. Trading hours for each instrument are specified in the Trading Conditions on the Company's Website. For submitting the Order the Client should choose the Underlying Instrument offered by the Company.

8.2. In case of any changes in the trading schedule the Company shall inform the Client about them by placing an announcement on Company's Website or by sending the Client an appropriate letter.



8.3. The Client has the right to submit the following orders: to open Position, to close Position, to place Pending order, to modify Pending order, to delete Pending order.

8.4. Each Demo- and/or Live Account is subject to "*cross-margin*". Positions opened on one (1) Live Account support each other, so that the profit of one (1) position can be used to support another (unprofitable) position.

8.5. All Client's Live Accounts within Client's Profile are subject to "*isolated margin*". In this case Margins of different accounts shall be considered separate and margin requirements are maintained separately.

8.6. MyBro has the right to reject the order and not to provide the Service or discontinue the provision of the Service and execution of the order, if:

- (a) an order which was submitted by the Client is incorrect, inaccurate, deficient or is not compliant with MyBro requirements; or
- (b) in the opinion of MyBro the order or Transaction contradicts and/or violates any rule, law, or regulation of any local, state, or federal government agency, supervision authorities, or relevant customs and practice, engages in any criminal, fraudulent, or other unlawful activity; or
- (c) Client's behavior is interpreted as non-authorized, fraudulent or suspicious activity;
- (d) the Client has not provided MyBro with additional information and/or documents upon MyBro request; or
- (e) engages in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner the Services, servers, networks, data, or other properties of MyBro or of its service providers, suppliers or licensors; or
- (f) permits direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or works around any of the technical limitations of the Services, or enable functionality that is disabled or prohibited, including imposing an unreasonable or disproportionately large load on the Services, as reasonably determined by MyBro; or
- (g) accesses or attempts to access non-public MyBro systems, programs, data, or services (if any); or
- (h) acts as a service bureau or pass-through agent for the Services; or
- (i) modifies, reverse engineers, copies, frames, scrapes, rents, leases, loans, sells, distributes, or creates derivative works based on the Services, in whole or in part; or
- (j) the order cannot be executed due to market conditions or other circumstances which do not depend on MyBro; or
- (k) the Client performs or attempts to perform any actions that would interfere with the normal operation of the Services; or
- (l) MyBro has doubts that the order has been submitted on the basis of the inside information or for the purpose of market manipulation; or

- (m) any other action, do or omit to do anything which MyBro reasonably believes to be disreputable, or which is otherwise capable of damaging the reputation or goodwill of MyBro, or violating the Terms of Use.
- (n) the Client trades by any strategies of making profit that are based on using some vulnerabilities of quoting, software, or hardware.

8.7. Position liquidation.

8.7.1 You acknowledge that positions on your Live Account may be subjected to liquidation under the following circumstances:

- (a) Client's order to close the position will be declined in the case at the moment of its receipt liquidation is in process on this Live Account;
- (b) if the Margin Level reaches the value specified on Company's Website, the Client's positions on this Live Account shall be liquidated.

8.7.2 The Company reserves the right to amend the Margin Level requirements on its own consideration at any time.

8.7.3 The Client acknowledges and agrees that it is the Client's own obligation to track the Margin Level on Client's Live Account.

8.7.4 *Buy Stop, Sell Stop, Stop Loss* Orders are executed at the prices that are available at the moment of order execution. The price set in the order may differ from the execution price.

8.7.5 *Buy Limit, Sell Limit* and *Take Profit* orders will be filled at the exact price the Client set.

8.7.6 The Company reserves a right to change or stop providing any leverage.

8.8. The time of processing the Client's orders depends on the market conditions and the speed of order execution on the side of the liquidity provider.

8.9. Spread specified in the trading conditions is not fixed and depends on the market conditions.

8.10. Opening/Closing Positions.

8.10.1. Long (buy) positions should be opened at the Ask price and closed at the Bid price.

8.10.2. Short (sell) positions should be opened at the Bid price and closed at the Ask price.

8.11. When opening a position, the Client should have enough Margin, the value of which depends on the leverage available to the Client and on the trading instrument, in which this position is opened.

8.12. Pending Orders

8.12.1. The Client has the right to place the following Pending orders:

- (a) "Stop Loss" – an order to close a position at the market price, when the future price reaches the specified value. A Stop Loss is a type of order placed on a position and designed to limit a trader's loss. If a price moves in an adverse direction and reaches a predetermined level, Stop Loss activates and closes the position to fix the amount of loss. The Bid price is used to check the condition of this order for Long positions and the Ask price – for Short positions.
- (b) "Take Profit" – an order to close a position at a price not worse than the specified value. This type of order is intended for taking profit when the financial instrument price hits the expected level. When the order is executed, the position is closed. It is always associated with an open position or a pending order. The Bid price is used to check the condition of this order for Long positions and the Ask price – for Short positions.
- (c) "Buy Limit" – an order to open a Long position at a price, specified in the order. This type of order is placed lower than the current Ask price.
- (d) "Sell Limit" – an order to open a Short position at a price, specified in the order. This type of order is placed higher than the current Bid price.
- (e) "Buy Stop" – an order to open a long position at the market price, when the future Ask price reaches the specified value. This type of order is placed higher than the current Ask price.
- (f) "Sell Stop" – an order to open a Short position at the market price, when the future Bid price reaches the specified value. This type of order is placed lower than the current Bid price.

8.13. Execution of Orders

8.13.1. In order to open a position, the Client should select the instrument and specify the volume of transaction. In order to close a position, the Client should submit a closing order from the trading platform.

8.13.2. In order to place a limit order ("Buy Limit", "Stop Limit") the Client should specify the price at which the order should be opened.

8.13.3. When an order to open a position is received, a Live Account will be checked for Usable Margin. In case the Margin for a position to be opened exceeds the Usable Margin in the trading account, the Client will get a denial with the comment "Your margin is insufficient".

8.13.4. After receiving the Client's order, the server enqueues it for processing. When the order is enqueued, the Client sees the open position in the corresponding section of the Trading Platform.

8.13.5. In case of Market Execution, execution of the Client's order will be made at the current price available at the moment of order execution.



8.13.6. The Client acknowledges that the Company is entitled to set an Exposure limit per each Live Account.

8.13.7. In case you wish to increase the Exposure limit you can write a request to expand it to MyBro technical support via support@mybro.com. The Company reserves the right to reject the Client's request to increase the Exposure limit.

8.13.8. The Client acknowledges and agrees that if the primarily available Exposure limit is reached, the Company has the right to refuse new positions' opening.

8.13.9. Each Demo- and/or Live Account is subject to "cross-margin". Positions opened on one (1) Live Account support each other, so that the profit of one (1) position can be used to support another (unprofitable) position.

8.13.10. All Client's Live Accounts within Client's Profile are subject to "isolated margin". In this case Margins of different accounts shall be considered separate and margin requirements are maintained separately.

8.14. The Client acknowledges that the Company has the right at any time to change the list of provided Financial Instruments.

8.15. Leverages provided by the Company are shown at the moment of account opening.

8.16. The Client acknowledges that trading using leverage can result in losses. To the extent the Client trades with leverage, this will magnify the Client's gains and losses. Small price changes can result in significant losses or gains.

8.17. The Company reserves the rights to decline any Order, at any time, in its sole discretion. The Company further reserves the right to cancel, modify, suspend, or discontinue, temporarily or permanently at any time in its sole discretion any existing Order and/or the ability to place any Orders including without limitation, limit Orders such as Stop Loss, Take Profit, Buy Limit and/or Sell Limit, either generally or with respect to a specific instrument.

8.18. The Client shall be responsible for monitoring all the Client's Orders until the Website confirms opening of the Position or cancellation of the Order.

8.19. Under certain trading conditions it may be impossible to execute orders at the declared price. In such cases MyBro has the right at its sole discretion to execute such orders or change the opening (closing) price of the Transaction at a first available price. This may occur, as an example only, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or, this may occur if the trading session will start within moments, so as a result, placing a stop order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price



9. CLIENT'S MONEY AND ASSETS POLICY

9.1 Deposit/Withdrawal funds

9.1.1 The Company shall not accept deposits originating from anonymous prepaid cards. In case such payment was performed, the Client shall immediately contact MyBro at support@mybro.com.

9.1.2 No third-party payments will be accepted. If a third-party deposit is identified or in case of a doubt that the Client can not provide the documentary proof of funds ownership – the Client shall immediately contact MyBro at support@mybro.com.

9.1.3 Deposits and withdrawals can be made only via the Payment methods and in the currencies available in the Client's Profile.

9.1.4 Withdrawals shall be made only to those payment systems, which were used to deposit this Live Account.

9.1.5 The Client has the right to withdraw funds from their Live Account only after verifying their identity.

9.1.6 The Company has a right to request additional documents regarding the deposit/withdrawal.

9.1.7 The Client is fully responsible for the correctness of the payment details and data specified in the request for deposit and withdrawal of funds.

9.1.8 The Company undertakes to transfer the Client's funds to the payment details specified in the withdrawal request within two working days from the date of confirmation of the request by the Client. Weekends and holidays are not working days.

10. CLIENT VERIFICATION

10.1. Identification and verification procedures (also known as 'Know Your Customer' or 'KYC') are required for all Transactions. All new and existing Clients of the Trading Platform must pass the verification procedures. MyBro reserves the right to limit the Trading Platform functionality to the Clients who have not passed verification. If the Client refuses to provide required documents and information under KYC procedures, MyBro reserves the right to immediately terminate the Services provided to the Client.

10.2. The Client undertakes to provide MyBro with correct and relevant documents and personal information. If a Client provides counterfeit documents or false personal information, such behavior will be interpreted as fraudulent activity.



10.3. The Client hereby authorizes MyBro to, directly or indirectly (through third parties), make any inquiries as we consider it necessary to check the relevance and accuracy of the information provided for verification purposes. The Transferred Personal Information will be limited only to the data that is strictly necessary and will only be transmitted with security measures in place to protect the data.

10.4. MyBro also has the right to request the Client to provide additional verification documents even if the Client has already passed the verification process to ensure the effective implementation and enforcement of MyBro [AML/KYC Policies](#) and applicable legislation requirements. If the Client does not respond to such requirements in a timely manner MyBro has a right to limit the Client's services or to stop providing them until requirements are met.

10.5. In order to use any of the Service(s), you must first register to use the Service(s) by providing your email, mobile phone number, full name, country and other personal or company information to verify your identity, as well as an affirmation regarding the source of your digital assets and/or fiat currency, along with affirming these Terms.

10.6. You agree to provide us accurate and authentic information we request at registration and on an ongoing basis for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation a copy of your government issued photo ID, or evidence of residency such as a lease or utility bill.

10.7. If any information provided by the Client changes, it is the Client's obligation to provide to MyBro such updated information as soon as possible. We may, in our sole discretion, refuse to allow you to register to use the Service(s) or limit Clients from registering multiple Live Accounts. By registering the Profile with MyBro, you agree and represent that you will use that Profile only for yourself, and not on behalf of any third party, unless approved by MyBro. If you plan to use the Service(s) on behalf of a legal entity, such a legal entity shall register a corporate Profile with MyBro and you shall not use your individual Profile for business purposes.

10.8. MyBro may transfer Client' data and documents to federal or state regulatory agencies and law enforcement authorities upon official request to comply with the current legislation on combating the laundering of funds of illegal origin.

11. NEGATIVE BALANCE PROTECTION

11.1. The Client acknowledges that CFDs are complex derivative products and are not suitable for all investors. When trading CFDs, the Client should not use money that the Client cannot afford to lose, however the Client cannot lose more than the Client has in their Live Account.

11.2. The Company reserves the right to liquidate (close) any or all the Client's open positions at the current market price without any notice if the Margin Level reaches the value specified on Company's Website.



11.3. The Company reserves the right to amend the Margin Level on its own consideration at any time.

11.4. The Client acknowledges and agrees that it is the Client's own obligation to track the Margin Level on their Live Account.

11.5. In case the balance on the Client's Live Account becomes negative, the Company shall have the right to pay off the negative balance of the Live Account by transferring funds from any other Live Account of the Client or from an account of any other Profile, if the Company believes that there is a connection between this Profile and the Client.

11.6. The Company reserves the right to compensate the Client's losses or deny the compensation on its own consideration.

12. COMMISSIONS & CHARGES

12.1. The Company shall be entitled to receive fees from the Client for the Services, provided by the Company. The list of applicable fees is available [here](#). Once in 24 hours the financing fee is charged on all open positions on Client's Live Accounts. The financing fee value for each instrument is specified in the trading conditions on the Company's Website.

12.2. The Company will charge the Client with Open fee for the Order execution in the moment of the opening of the Position. The amount of the Open Fee is available [here](#).

12.3. The Company will charge the Client with Close fee for the Order execution in the moment of the closing of the Position. The amount of the Close Fee is available [here](#).

12.4. The Company will also charge the Client with a Financing fee for extension of the open Position. The amount of the Financing fee is available [here](#).

12.5. The Company has the right to reduce or increase the Open fee, Financing fee with prior five (5) calendar days notification of the Client.

12.6. The Company has the right to change the values of spreads, Financing Fee, charges and/or commissions without any notice to the Client.

13. SERVICES AVAILABILITY

13.1. All Services are provided "AS IS", without guarantees of any kind, either expressed or implied.

13.2. The Company does not guarantee uninterrupted Service, safe and error free, and immunity from unauthorized access to the Website' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.



13.3. Supplying services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to the Client and/or third party as a result of and/or in relation to any aforementioned action or omission.

14. TERMINATION OF THE TERMS OF USE

14.1. The Client may terminate the Terms of Use and terminate the Client's Account at any time, following settlement of any pending Order/Position or Transactions.

14.2. The Client also agrees that the Company may, by giving notice, at its sole discretion terminate the Client's access to the Website and to the Client's Profile, including without limitation, the Company's right to: limit, suspend or terminate the service and the Clients' Profile, prohibit access to the Website and its content, Services and tools, delay or remove hosted content and take technical and legal steps to keep the Clients off the Website if the Company thinks that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties or acting inconsistently with the letter or spirit of the Terms of Use. Additionally, the Company may, in appropriate circumstances and at the Company discretion, suspend or terminate Profile of Clients for any reason, including without limitation: (1) attempts to gain unauthorized access to the Website or another Client's Profile or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by the Company, acting at its sole discretion.

14.3. MyBro also reserves the right to cancel unverified Profiles and/or to modify or discontinue Client's access to our Site or Service. The Client agrees that MyBro will not be liable to them or to any third party for termination of their Profile or access to the Site.

14.4. The suspension or termination of the Profile shall not affect the payment of all applicable fees and charges. Upon termination, You shall provide valid bank account details or cryptocurrency address to allow the transfer of any funds deposited to your Profile. MyBro shall transfer the funds as soon as possible following the Client's request in the time frames specified by MyBro.

14.5. MyBro will send the credit balance of the Client's Profile to the Client, however, in circumstances, a number of intermediaries may be involved in an international payment and these or the beneficiary bank may deduct charges. MyBro will use reasonable efforts to ensure that such charges are disclosed to the Client prior to sending the payment; however, where they cannot be avoided, the Client acknowledges that these charges cannot always be calculated in advance and that the Client agrees to be responsible for such charges.

15. AMENDMENT



The Company reserves the right to amend or modify any portion of the Terms of Use at any time by publishing the revised version of the Terms of Use on the Website. The changes will become effective and shall be deemed accepted by the Client, the first time the Client uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the Client does not agree with any such modification, the Client's sole and exclusive remedy is to terminate the use of the Services and close the Profile. The Client agrees that the Company shall not be liable to the Client or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

16. FORCE MAJEURE

If the Company is unable to perform the Services outlined in the Terms of Use due to the factors beyond its control including but not limited to the event of Force Majeure, the Company will not have any responsibility to the Client with respect to the Services provided hereunder and for a time period coincident with the event.

17. INDEMNITY

The Client agrees to protect, defend, indemnify and hold harmless the Company and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by the Company directly or indirectly arising from (i) the Client's use of and access to the Website or the Services found at the Website; (ii) the Client's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) the Client's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Use or the Client's use of the Website or the Services found on the Website.

18. LINKS TO THIRD-PARTY WEBSITES

The Website and the Services found at the Website may contain links to third-party Websites that are not owned or controlled by the Company. The Company assumes no responsibility for the content, terms and conditions, privacy notices or practices of any third-party Websites. In addition, the Company does not censor or edit the content of any third-party Websites. By using the Website or the Services found at the Website, the Client expressly releases the Company from any and all liability arising from the Client's use of any third-party Website. Accordingly, the Company encourages the Client to be aware when the Client leaves the Website, or the Services found at the Website and to review the terms and conditions, privacy notices and other governing documents of any other Website that you may visit.

19. LIMITATION OF LIABILITY



19.1. In no event shall the Company, its officers, directors, employees, agents, and all third party service providers be liable to the Client or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, including any that may result from (i) accuracy, completeness or content of the Website, (ii) accuracy, completeness or content of any Websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iii) the services found at the Website or any Websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vii) any interruption or cessation of Services to or from the Website or any Websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (viii) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from the Website or any Websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (ix) any Client content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable and/ or (x) any loss or damage of any kind incurred as a result of the Client's use of the Website or the services found at the Website, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not the Company is advised of the possibility of such damages.

19.2. In addition, the Client specifically acknowledges and agrees that any cause of action arising out of or related to the Website or the Services found at the Website must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred. In addition, the Client specifically acknowledges and agrees that in no event shall the Company total aggregate liability exceed the total amount of all commissions paid by the Client to the Company for the last two (2) months.

19.3. Under no circumstances will the Company hold responsibility for direct or indirect damage of any kind, even if the Company had been notified of the possibility of aforementioned damages.

19.4. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive any termination or expiration of the Terms of Use or the Client's use of the Website or the Services found at the Website.

19.5. The Company shall bear no responsibility to the Client in such situations when for any reason the Client has received less profit than the Client had hoped for or has suffered a loss as a result of uncompleted actions which the Client had intended to complete.

19.6 The Company does not compensate for losses incurred due to the liquidation of positions on the Client's account (s).

19.7 The Company shall bear no responsibility to the Client in regard to any consequential or non-financial damage (emotional distress, etc.).



20. DISPUTE RESOLUTION

20.1 If a dispute arises, the Client has the right to file a complaint with the Company within five (5) business days as if an event has occurred.

20.2. Complaints shall be addressed at support@mybro.com.

20.3. MyBro reserves the right to send notices to, and communicate with, the Client by any means of communication available to MyBro, considering the contact details provided by the Client.

20.4. The Client expressly agrees to receive any notices in electronic form and to be bound by them, as required by the Terms of Use.

20.5 Complaint shall include:

- (a) name and surname of the Client (or company name if the Client is registered as a legal entity);
- (b) Client's ID (identification code that starts from "up") and/or Live Account number;
- (c) Detailed description of the incident with references to the appropriate clause(s) of this Terms of Use which the Client believes to have been breached and calculations (if any).

20.6. Client is prohibited from using:

- (a) emotional assessment of the conflict situation;
- (b) offensive language;
- (c) obscenities;
- (d) threats.

20.7. The Company has the right to dismiss a complaint or delay its response for such a complaint for a reasonable time in case it does not comply with the above mentioned requirements.

21. COVERAGE

The Company and its affiliates do not target the EU/EEA/UK clients. The Company and its affiliates do not provide its Services on the territory and for Clients from Australia, Bonaire, Canada, Curaçao, East Timor, Guinea Bissau, Indonesia, Iran, Japan, Liberia, Micronesia, Northern Mariana Islands, Russia, Saipan, Sint Eustatius, South Sudan, Svalbard and Jan Mayen, Tahiti, Turkey, the US, and other restricted countries listed on the Website.

22. LANGUAGE



The language of all texts, info, documents, terms and other info issued by the Company is English. Translations into other languages can be provided for informative purposes only and shall not be considered as authentic translation.