

PAMM – Terms of Use

1. INTRODUCTION

- 1.1 PAMM Terms of Use (herein refer to as “the Agreement”) is made between PAMM Money Manager (herein refer to as “ Manager”) or PAMM Investor (here in refer to as “ Investor”) and HTFX VU Limited (here in refer to as the “Company”).
- 1.2 By applying to create PAMM Account, as a Manager and/or Investor, on the Company, the Client agrees to comply with the provisions of the Agreement in accordance with Terms and Conditions of the Client Agreement.
- 1.3 The official language of the Company is the English language.

2. TERMS OF USE

- 2.1 A PAMM Account, also known as Percentage Allocation Management Module, is a software application which allows Investors to pool their funds and invest them under the management of an experienced Manager. To get access in PAMM Account service, full understanding of the PAMM Account Terms of Use, the Client Agreement and all the other regulations published on the official website of the Company, are required. Client’s registration on the official website of the Company is considered to be an official confirmation of the fact that all the documents are read, understood and accepted. Terms of Use of PAMM Account are considered to be accepted unconditionally, by the Client, once the PAMM Account is created.
- 2.2 PAMM Account service is designed to put Investors’ Accounts under the control of the Manager. PAMM Account combines Investors’ Accounts into a single trading account to be managed by the Manager. The Manager trades on the Forex market taking into account Investors’ interests. The Company provides NO recommendations / solicitation regarding acceptance or rejection of an Offer and carries NO responsibility over the decisions taken by the Investor or the Manager.
- 2.3 The Manager is a trader acting on behalf of the Investor, in relation to the Investment Account, and does not provide trust management of the Investor’s funds. Any Investors' claims concerning the Manager's failure to comply Investors' recommendations shall be rejected by the Company.
- 2.4 Only Managers can carry out trading operations on the Investment Accounts.
- 2.5 Only the Manager may issue complaints to the Company regarding the failure to fulfill or the improper fulfillment of any obligations related to trading operations on the Investment Account.
- 2.6 Investors choose PAMM Account to invest in on their sole discretion based on the Manager's Offer considering various parameters, such as the performance, statistics and other aspects of the Manager’s Strategy. Any claims

that may be brought against the Company on behalf of Investors related to the legal and professional competence level of Managers shall be rejected.

- 2.7 By accepting the Offer, the Investor confirms that he understands and accepts all the Foreign exchange market risks. The Company hereby states to Investors that recurrence of rates of return that have been made by the Manager, is not guaranteed.
- 2.8 Only the Investor can deposit/withdraw funds to/from the Investment Account.
- 2.9 All the calculations both on PAMM Accounts and Investment Accounts, as well as the transfer of all types of revenue to the Manager and Manager's Partners are carried out by the Company.
- 2.10 All the fund transfers between the Investors' Personal Accounts and PAMM Accounts shall be carried out exclusively on the basis of the Investors' own requests. Neither Manager nor Company can influence the Investors' decision regarding funds inflow or outflow.
- 2.11 The Company shall keep the personal information of Investors, Managers, and Partners confidential and shall not disclose it to third parties, unless this is otherwise agreed by the affected parties.

3. MANAGER'S RIGHTS

- 3.1 The Manager has the right to conduct Forex and CFD trading on PAMM accounts..
- 3.2 The Manager can under no circumstances withdraw from PAMM Account money invested by Investors.
- 3.3 Under no circumstance the Manager can influence any of PAMM account calculations, distribution of profits, funds deposits/withdrawals. These processes are totally independent on the Manager and are automatically conducted by the Company.
- 3.4 All the funds transfer operations on PAMM Accounts shall be considered as internal transfers.
- 3.5 Terms of Use of PAMM Account trading fully correspond to Terms of Conditions of Account provided by the Company.

4. PAMM ACCOUNT CREATION

- 4.1 By creating new PAMM account, the client confirms that he/she accepts all the Terms of Use indicated in the present PAMM Agreement, Client Agreement and all the other regulations published on the official website of the Company.
- 4.2 In order to create new PAMM Account the client is required to:
- a) Successfully register with the Company
 - b) Complete the KYC process
 - c) Create a MetaTrader trading account to register a PAMM account
 - d) Deposit the respective amount as per the Funds requirement of the selected Strategy/Manager in the PAMM system
- 4.3 Failure to meet any of the abovementioned requirements shall result in rejection of PAMM Account creation.
- 4.4 While creating PAMM Account, the Manager sets settings of the PAMM Account as per his/her preferences.
- 4.5 By accepting Manager's Offer the Investor confirms that he/she accepts all the provisions of the present PAMM Agreement and acknowledges significance and consequences of his own actions.

5. MANAGER'S OFFERS

- 5.1 The Managers' Offers refers to the proposals on strategies that the Manager is providing for potential Investors to Invest in the Manager's PAMM Account. Each Offer consists of a set of parameters that the Company uses to calculate the Manager's Revenue, defines the minimum funding requirements and the fees charged.
- 5.2 The Investor's acceptance or rejection of the Offer is an entirely voluntary decision of the Client and does not bind the Manager and the Investor with contractual obligations and under no circumstances leads to the conclusion of a contract.
- 5.3 Manager Offer shall consist of the following parameters:
- a) Trading Interval
 - b) Minimum Deposit
 - c) Minimum Withdrawal
 - d) Minimum initial investment
 - e) Performance Fees
 - f) Management Fees
 - g) Withdrawal Fees

- h) Deposit Fees
- i) Agent commissions

5.4 Manager under no circumstances can influence processes of funds deposit/withdrawal on/from the Managed PAMM Account, that can be exclusively carried out by the Company upon the request of the Investors.

6. FUNDS DEPOSIT

- 6.1 The Investors can fund their PAMM Accounts through Client Area. The minimum acceptable amount to be invested in the PAMM Accounts is set by the Managers and varies based on the requirements of each strategy.:
- 6.2 When an Investor sends funds into the Managed PAMM Account for the first time, that amount will be reserved, once the Invest button is clicked; and transferred from the Investor's Personal Account to the selected PAMM Account during the PAMM Account activation (time and date set by the Manager during the creation of this Managed Account). In the case that for any reason the investment is cancelled by the Manager, the funds shall be returned back to the Investor's Personal Account.
- 6.3 All the funds invested in the PAMM Accounts, by Investors and managers, shall be transferred during the upcoming Rollover, as this was set by the Managers while creating their PAMM Account.
- 6.4 Deposit Fees might apply in the case the Manager/Strategy has such requirement in place.

7. FUNDS WITHDRAWAL

- 7.1 The Managers do not have the ability to withdraw any funds from PAMM Accounts, that were deposited by Investors.
- 7.2 Once an Investor wishes to withdraw funds from the PAMM Account, the funds shall be returned to the Investor's Personal Account during the upcoming Rollover which is set by the Manager while creating the PAMM Account.
- 7.3 Withdrawal Fees might apply in the case the Manager/Strategy has such requirement in place.

8. ROLLOVER

- 8.1 Rollover is a procedure that applies to all the PAMM Account holders, consisting of the trade results distribution amongst the PAMM Investors, execution of confirmed requests for deposits, withdrawals and/or closing of accounts and trading account balance synchronization.

8.2 Rollover will take place every hour automatically as set in the system by default.

9. OBLIGATIONS OF MANAGER, INVESTOR AND PARTNER

- 9.1 Manager acknowledges and accepts the Risks involved when trading with Forex and CFD instruments.
- 9.2 The Manager, Investor, and Partner guarantee to:
- a) bear all the responsibility for compliance with relevant legislation, including, but not limited to, legislation related to currency, tax and other laws of the country of residence, including full responsibility for the management of Investors' accounts;
 - b) provide true and accurate information when registering on the official website as a Client of the Company and when completing all documents related to regulations;
 - c) be completely and fully aware of, and understand the meaning, Terms of Use of all the Regulatory Documents;
 - d) fully understand the consequences of one's actions in the enforcement of these Regulations.
- 9.3 In case of breaching of the abovementioned provisions, the Manager agrees to resolve disputes and settle the complaints of third parties resulting from his management of Investors' accounts at his own expense and using his own authority.
- 9.4 The Manager and Investor agree to keep the access information secure and confidential, and do not have the right to disclose it to third parties. All actions related to the fulfillment of these Regulations and/or usage of login and password are considered executed by the holders of said information. The Company does not bear responsibility for the unauthorized use of registration data by third parties.
- 9.5 The Manager and Investor do not have the right to:
- a) assume responsibility on behalf of the Company or put the Company under any obligations;
 - b) use the Company's brand name and/or trademark;
 - c) publish or assist in any publications related to the Company in mass media, publish or distribute any articles and letters related to the Company or assist in the writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums without the Company's permission;
 - d) make any guarantees and/or promises, or make any claims in relation to any payments on behalf of the Company or using the brand name and/or trademark of the Company;
 - e) perform any other actions that may cause any damage to the Company or raise any complaints directed towards the Company by third parties.
- 9.6 If lawsuits or complaints are filed against the Company as a result of the Manager's failure to comply with these Regulations, all losses suffered by the Company shall be fully compensated by the Manager.

10. CONFIDENTIALITY

- 10.1 The Company shall take all the possible measures in order to prevent any third-party interventions into personal information of its Clients except the cases when governmental institutions present valid requests.
- 10.2 The Company may only disclose information concerning the Manager and the Investor that is available on the official website of the Company.

11. FEES

- 11.1 In addition to Risk Disclosure Statement stipulated on the official website of the Company, there exist special circumstances as for PAMM Accounts, which include, but are not limited to:
- a) Possible losses, unrealized profits, etc., that may arise while investing in PAMM accounts;
 - b) Moral prejudice related to financial losses;
 - c) Risk of PAMM account liquidation;
 - d) Risk of losses resulting from technical difficulties that can cause delays in funds transferring from one account to another;
 - e) Risk of the Manager lacking required skills, experience and education;
 - f) Risk of the Manager's inability to access the PAMM account due to either objective or subjective reasons;
 - g) Risk of actions aimed at inflicting financial losses to investors with purpose of the Manager's profit;
 - h) Hacker attack risk, which can result in third parties accessing PAMM account trading terminal;
 - i) Payment risk of management fees, commissions and fees to the Manager for allowing act of hostility against the Investors;
 - k) Risk of losses due to an untimely filed, or dismissed, claim against the Company on behalf of the Manager concerning trading terms violation;
 - l) Risk of delays in receiving information about alteration of the present PAMM Agreement or trading Terms and Conditions;
 - m) Risk of misunderstanding of the present PAMM Agreement or trading Terms and Conditions,
 - n) Risk of possible claims from the tax and financial authorities of jurisdictions where the Investors or the Manager are located.
 - o) Risk on the disfunction of the PAMM system due to technical reasons
- 11.2 The PAMM Account manager and their investors are liable for any losses incurred on PAMM Account. Their liability is proportionate to their share in the PAMM Account.
- 11.3 Under no circumstances does the Company bear responsibility for the consequences of such risks.

12. CHANGES AND THE VALIDITY OF THESE TERMS

- 12.1 All the provisions of Terms of Use of the present PAMM Agreement enter into force at the time the Client creates PAMM Account.
- 12.2 The Company has the right to change Terms of Use of the present PAMM Agreement. Amendments enter into force and the Client is considered to be informed about such changes and agrees to comply with them at once after modified PAMM Agreement is published on the official website of the Company. Such amendments shall be applicable for all the Clients of the Company with no exceptions.
- 12.3 In case one or more provisions of these Regulations become invalid, null and void by any reason, it shall not affect the validity of any other provision hereof.