

# Client Agreement - Terms & Conditions

## Terms & Conditions

- Important: Please note that while these terms and conditions may be translated and presented in other languages, this is a service offered for convenience only. Should the terms or content of any translated terms and conditions contradict those of the English document or in any way mislead, the terms outlined in the English T&C document will retain full authority and governance.
- This Agreement is executed between you (hereinafter "the Client") and OptionstarsGlobal (hereinafter "the Company"). The card payments and billing services are processed by the Subsidiary company " New Markets S.A address is Novasage Chambers, Level 2, CCCS Building, Beach Road, Apia, Samoa (hereinafter "Subsidiary").
- To use or access any of the content or services made available by the company is to give express consent to acknowledge and comply with each and every term and condition, as set out in both this document and our [Privacy Policy](#). When and where personal information is provided by the client, it is the responsibility of the client to ensure that all such information is correct, up to date and complete.
- New Markets S.A will not accept U.S., French, Turkish based customers and will not process their transactions.
- The content of these terms and conditions may be changed, modified, amended, added to or taken away from at any time by OptionStarsGlobal, without any prior notice being offered. By using the OptionStarsGlobal website or accessing any of the content the company provides, the client expressly agrees to abide by all terms and conditions as set out in the document at the time of their visit. It is therefore the responsibility of the client to frequently revisit these terms and conditions, in order to note any important changes or additions.
- OptionStarsGlobal reserves the sole right to select and manage the assets that are available to clients at any one time and may modify or change the available list of available assets without prior notice or explanation.
- For reference purposes, any indication of time referenced at any time anywhere on the OptionStarsGlobal website refers to standard Greenwich mean time (GMT).
- Intellectual property across the OptionStarsGlobal website including but not limited to software, graphic interface, user interfaces, methods of doing business, algorithms, techniques, modules, copyrights, trademarks, patents, information, written content, visuals, training materials remain the sole property of the company and therefore may not be used or borrowed by unauthorized persons for any purpose.
- Customers with valid memberships are provided with the conditional right to use OptionStarsGlobal's intellectual property as made available via the company's primary website for personal use. All such use is strictly non-transferable. Under no circumstances must any of the intellectual property presented be transferred or duplicated without written

- consent from OptionStarsGlobal. In addition, material presented by the website must not be removed, edited or changed in any way.
- OptionStarsGlobal reserves the right to promote and advertise special offers, services, products and general data from any third party providers as deemed appropriate. When and where such promotional listings or links appear, they are provided strictly on a casual and impartial basis and do not necessarily represent direct suggestions or advice from OptionStarsGlobal. As such, the company will not be held responsible for any outcomes or eventualities resulting from pursuing advertise promotions or following any links published on the OptionStarsGlobal website.
  - Clients acknowledge the fact that even when utilizing the most reliable technology and software available, it is fundamentally impossible to 100% rule out a variety of technical problems and general issues that may temporarily make it difficult or even impossible to access your OptionStarsGlobal account. As such, the company will not be held liable in the event of any loss or inconvenience that may occur due to standard and non-standard issues, including but not limited to hardware defects, unauthorized access, security breaches, periods of high Internet traffic, issues with system capacity, temporary system malfunctions and failures, software issues, hacking attacks and so on. To use OptionStarsGlobal is to accept the fact that we do not and will not at any time guarantee that you will be able to access any or all of our website, or your trading account. We cannot and will not guarantee flawless, error-free and 100% uninterrupted service at any time. In no instances therefore shall we be held liable for any losses incurred as a result of your inability to access your account or the OptionStarsGlobal website.
  - All OptionStarsGlobal clients accept that from the moment any transaction has been executed, it cannot and will not be canceled or reversed. Our clients therefore understand that sufficient thought and comprehensive checks must be carried out before going ahead with any trade.
  - As the client of OptionStarsGlobal, you immediately and comprehensively agree that:
    - a) You are able to confidently and comprehensively commit to each and every requirement laid out in these terms and conditions, along with other key OptionStarsGlobal documentation including our Privacy Policy. You hereby agree to take all action necessary to adhere to these terms and conditions.
    - b) You are able to both use the services of OptionStarsGlobal and function in accordance with our terms and conditions in full without violating any laws applicable to you at the time. You are instead legitimately permitted and authorized to operate as an OptionStarsGlobal account holder.
    - c) All information submitted by you at any time is 100% accurate, complete and true in every regard. You will also ensure that in any instance where your personal information changes or becomes no longer valid, it is your responsibility to immediately amend the required data, or to contact the OptionStarsGlobal customer service team to organize the necessary changes.
    - d) Any regulatory or governmental permissions required in order for you to legitimately access and use the services of OptionStarsGlobal have been obtained and are in full and

active effect at the time of your using this site.

- e) When and where any disclosure requirements, regulations, rules or laws apply as imposed and laid out by any regulatory authority, exchange or jurisdiction, you fundamentally agree to comply with them.
- f) Should we at any time request any further information from you or any additional verification of your identity or personal data, you will provide us with the required information and methods of identification as quickly as possible. In the instance that you fail to do so, your account may be suspended indefinitely.
- g) All OptionStarsGlobal customers act as a principle in all transactions carried out on the OptionStarsGlobal website.
- h) Should you believe or know that you are in any way contravening any of the terms laid out in these terms and conditions, it is your responsibility to inform OptionStarsGlobal as soon as possible.
- OptionStarsGlobal is bound only to any information or communication exchanged with any other parties by way of writing. As such, our advice, communications and notices in general will only be considered valid and binding if they are presented in writing. All clients and customers of OptionStarsGlobal accept that binary options trading is inherently a highly speculative and potentially risky approach to investing, therefore the client accepts full responsibility for any outcomes and consequences that arise from their actions while using this website. Clients accept that the extremely fast-paced nature of certain types of binary options makes it possible to both win or lose significant sums of money in very short periods of time. It is the responsibility of the client to seek independent advice should it be required, as a means by which to facilitate safe and responsible trading.
- In the instance that a customer wishes to arrange a limited liability transaction, this must be discussed and agreed with the company ahead of time and a formal written statement both provided and agreed upon by both parties. The transaction must not be entered into until this requirement is satisfied. Limited liability transactions place limits on the total losses that can be incurred, which differs from standard margined transactions where loss limits are not predetermined. It is important to know however that while loss may be predetermined, it is still possible to lose the agreed limit in a short period of time. Limited liability transactions must be comprehensively understood and discussed with the company before being entered into.
- OptionStarsGlobal's liability in instances where damages incurred result in compensation payments will be strictly limited to the total amount that the client in question has deposited in their account, subjects to that client proving their case. Under no circumstances will the company be held liable for additional damages such as loss of profits, regardless of the cause of the incurred loss.
- Clients accept that the company will not accept any liability whatsoever for any obligational breach or default on the part of depositaries, clearing houses, exchanges, market operators, custodians, sub-custodians, banks, brokers or counterparties you do business ways of any kind. Unless loss or damage is incurred by our clients directly as a result of our negligence or fraud, the company will not be held liable for losses suffered as a result of

using the OptionStarsGlobal website. Clients are obliged to pay OptionStarsGlobal any and all outstanding charges and commissions upon demand, which we may request at any time either in part or in full, in order to satisfy outstanding debts. In any instances where monies owed are not repaid as required, we may begin higher level debt collection procedures which will result in all attached costs and legal fees incurred being passed on to the client in question. When such payments are requested, the client is obliged to make the payment by the end of the same working day, with payments being made in the specific currency and to the specific bank account as we the company specify. By using the sites and services of OptionStarsGlobal, you expressly agree that any and all charges and expenses arising in connection with payments owed represent the sole responsibility of you the client – our company and its employees will not be held liable under any legitimate circumstances. This clause will survive termination of any Agreement between you and us.

- The company will not be held liable for any cost, expense or loss whatsoever incurred or suffered by OptionStarsGlobal customers, unless the loss occurs as the direct result of our wilful neglect, fraud or negligence. In other instances, OptionStarsGlobal accepts no responsibility for direct or indirect loss or damage incurred as a result of using the content and services of the OptionStarsGlobal website, any negative outcomes experienced as a result of errors or discrepancies made in the process of placing orders or misinterpretation of any information or content published anywhere on our website. By utilizing the company's website and services, you indemnify OptionStarsGlobal and its employees of any expenses or costs incurred by you the customer which occur as a consequence of any given actions, omissions or errors by you.
- In the event of a force majeure scenario, OptionStarsGlobal will not be held liable for any loss, damage or inconvenience suffered due to circumstances beyond the control of the company.
- All clients accept that binary options trading represents a fundamentally risky form of investment and should only therefore be approached and utilized by those with the relevant knowledge, experience and financial background. Volatility can be extremely high and the potential for facing heavy losses in a very short period of time is often high. It is perfectly possible for the entire funds within an account to be lost instantaneously, even if the asset in question swings just fractionally in the wrong direction at the wrong time. It is therefore imperative that traders only ever invest disposable capital the likes of which is not dependent upon for facilitating a basic lifestyle. With outcomes being comprehensively impossible to predict accurately 100% of the time, it is important to ensure that your business and your life in general will not be detrimentally impacted if you are unsuccessful in any given trade. As such, OptionStarsGlobal customers confirm that all capital used for investment purposes is risk capital and therefore total loss with any investment will not detrimentally affect their lives in any way. Clients fully acknowledge the fact that each and every investment presents a relatively high risk of loss and that in the event of loss the clients and only the client bears full responsibility. Individuals who do not have sufficient risk capital to invest in such ventures must not use the site and services of OptionStarsGlobal.
- When a client issues a request for a withdrawal, the process will be initiated within 5-7

business days and will result in the funds being transferred by way of:

- a) A refund to the specified withdrawal amount to the credit or debit card from which the member's account was credited in the first place. Only the original card used to make the initial deposits and a card matching the name of the account holder may be used.
- b) Bank wire transfer to the bank account of the account holder, which again must be the same account from which initial deposit payments were made.
- Prior to authorization being given for any withdrawals to be processed, OptionStarsGlobal may ask clients to produce additional proof of identity by submitting the required identification documents. The withdrawal will only continue after such documents have been produced – inability to verify identity as required will result in the funds being transferred back to the member's OptionStarsGlobal account. All withdrawals are subject to the standard OptionStarsGlobal terms and conditions, which states that completion may require up to 14 business days, or longer in the case of certain billing service providers. It is possible for a client to cancel a withdrawal should they wish to do so, but the cancellation request must be made as quickly as possible following the initiation of the withdrawal request. If the request has been executed and confirmation of the withdrawal has been sent, the withdrawal cannot be reversed. Should multiple withdrawal requests be made by the client, multiple cancellation requests must also be made accordingly should they wish to halt the process. Minimum amount for bank wire transfer is EUR 300 or the equivalent.
- Clients agree that OptionStarsGlobal reserves the right to round-off the last digit of asset and option prices. In addition, option price adjustments will be made by OptionStarsGlobal in accordance with any adjustments made to the prices of base assets.
- Improper or Abusive Trading Should you execute trading strategies acting in bad faith, that is, you or any representative of yours trading on your behalf is committing any improper or abusive trading act such as for example:
  - a) fraud/illegal actions that led to the transaction;
  - b) orders placed based on manipulated prices as a result of system errors or system malfunctions;
  - c) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
  - d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates. Then the Company will have the right to: i. adjust the price spreads available to you; and/or ii. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or iii. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or iv. reject an order or to cancel a trade; and/or v. immediately terminate our trading relationship
- Bonus Policy – OptionStarsGlobal offers a number of attractive reward features to its new and regular customers. Bonuses and one time trading credits rewarded to customers are part of OptionStarsGlobal's promotions program. These bonuses are limited time offers and the terms and conditions associated with any bonus rewards are subject to change. In order to withdraw your funds, you will be required to execute a minimum trading volume of 40 times for every \$1 bonus. The funds can only be withdrawn when the preceding stipulation

has been fully met and fulfilled. The withdrawal of funds from an account can not be completed until the bonus conditions have been satisfied. Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity based on the provision of the bonus will nullify the account and any and all profits or losses garnered. Further to the above, it is agreed that as a precaution and due to the need for fraud protection, no withdrawal of any amount from the account will be allowed until the bonus volume requirement has been met if the bonus provided exceeded 25% of the deposited amount. This includes both the funds of the customer and the bonus provided.

- OptionStarsGlobal members are limited to placing no more than one trade every 2 minutes on an option that features the same asset, the same expiring time and the same direction. Contract closures are also only allowed once per contract. The company reserves the right to take immediate and extensive action against members suspected of seeking or exploiting technical problems which may provide them with an unfair advantage. Where proven, all such traders will have their accounts frozen and be permanently banned from using OptionStarsGlobal.
- Clients acknowledge and accept the fact that in accordance with legal regulations and requirements, OptionStarsGlobal may freeze or restrict accounts, impose limitations on services offered, deduct tax payments of any kind and to any extent or take whatever action may be required, should we be instructed to do so by the relevant authorities. OptionStarsGlobal also accepts no liability whatsoever for any loss, damage or detrimental consequences suffered as a result of any action taken by the company in accordance with the express instructions of legal authorities, regulators or financial institutions.
- It is the sole responsibility of the customer to keep their username and password private and not to allow any other individual to access their accounts or use the services of OptionStarsGlobal via their private personal membership. In any instance where a customer suspects that any of their personal information or account privileges have been misused or an unauthorized third party has attempted to gain access, the company must be informed immediately. Should any OptionStarsGlobal customer's personal information or account details fall into the wrong hands due to the negligence or carelessness of the account holder, the company will accept no liability whatsoever for any loss or damage incurred
- Customers of OptionStarsGlobal fully accept the possibility that technical difficulties and temporary issues may affect the ability of account holders to execute actions, access features and generally utilize the website as a whole. OptionStarsGlobal therefore accepts no liability for any problems or consequences resulting from any such events at any time, which may be attributed to software issues, bandwidth, servers, hardware issues or anything else of a similar nature.
- All clients comprehensively accept and acknowledge the fact that executing deals and trades by way of an Internet connection inherently carries certain risks that cannot be fully avoided or prevented. Internet connectivity issues, hardware failure, poor signal strength, loss of power and other such issues can all result in delayed access, discrepancies and general failures when looking to access and utilize the services available from

OptionStarsGlobal. The company therefore cannot and will not be held responsible for any such issues, or resulting consequences.

- OptionStarsGlobal practices in accordance with the strictest Anti Money-Laundering (AML) regulations and "Know Your Client" (KYC) procedures, which all clients and customers are required to comprehensively agree to and abide by. As such, the company may at any time request additional forms of identity verification from its customers, including primary forms of identification like passports and driving licences, reference letters from banks and other financial institutions, utility bills, copies of credit or debit cards and more. Failure to produce such documentation as and when required will result in suspension of all membership privileges and site access.
- Any payments owed to the company by the client will be made immediately upon request by OptionStarsGlobal in the specified currency and to the required bank account at the time the payment is requested. Should you be required to make any payments with regard to taxes or similar deductions in accordance with your jurisdiction, you will be required to pay the required amount to us in order to ensure that we receive the net amount in accordance with the full amount payable if no deductions have been applied. Payments owed to OptionStarsGlobal may be collected at any time without prior notice being issued. In any instances where taxes, registration fees, transfer fees, commissions or administration fees of any kind are payable, they will be paid in full by the client and not by OptionStarsGlobal.
- The terms and conditions as laid out in this document are valid indefinitely, though the company reserves the right to alter, amend and terminate any or all specify terms at any time. All clients and customers must therefore regularly revisit the full disclosure of terms and conditions in order to ensure full compliance and agreement.
- Should any OptionStarsGlobal customer violate any obligations laid out in these terms and conditions, become bankrupt or insolvent, or in the event that the company deems it necessary for its own protection, OptionStarsGlobal may at any time and without prior notice:
  - Sell, pledge or transfer the full balance of the account and any remaining securities
  - Close, terminate or cancel any or all transactions still open
  - Set off any damages caused to it;
  - Take the required action in instances where client violations must be cured
  - In any instance where a customer's account remains inactive for a period of 12 months, OptionStarsGlobal reserves the right to close the account upon providing the customer with a written notice five days ahead of the account's closure. OptionStarsGlobal may at any time limit or cease any or all access to trading activities on the company's website without the requirement to provide advance notice. Should any such restrictions or withdrawals be implemented, the company will not be held liable or responsible for any costs, damages or negative consequences that may arise for its customers.
- Should the company suspect that any kind of fraudulent activity is taking place, or that the system or any of its technology or flaws therein are being wrongfully exploited, an investigation will be launched with completion expected within a 45-day period. Customer accounts and privileges may be suspended during this time, while those found to have

- committed any fraudulent or illegitimate activities will be banned from OptionStarsGlobal for life and reported to the relevant authorities.
- OptionStarsGlobal reserves the right to sublicense, transfer, grant or assign its rights both in full and in part to third parties at any time and for any purposes. The client however has no such entitlement and must not carry out any of the above mentioned activities under any circumstances.
  - Should a court of law with valid jurisdiction deem that any provision laid out in these terms and conditions be either invalid or void, it shall be immediately removed. This will however have no effect on the validity and governance of all other provisions contained within these terms and conditions.
  - All terms and conditions as documented here and any complaints that may arise in accordance therefrom are governed by the laws of Cyprus and shall be construed in accordance with Cypriot law. Should it be required, all customers acknowledge and agree to the fact that disputes will be brought before the appropriate courts of Cyprus – not the home territories of the customers themselves. Clients may not therefore dispute, question or argue with the decision to bring proceedings to the appropriate courts in Cyprus, whether deemed inconvenient or otherwise.
  - OptionStarsGlobal customers accept that any and all telephone conversations may be recorded for quality and training purposes, without the caller being informed. All recorded conversations may be held in storage and used at later junctures in the event of disputes, or should their content be required by relevant authorities upon request. OptionStarsGlobal promises to destroy both recordings and transcripts after three years.
  - All communications and notices permitted and required hereunder to be given to clients and customers covered by these terms and conditions will be provided in writing. Clients are provided with notices and important information by way of the contact details provided at the time the account is opened – all of which must be verified as accurate and complete. All notices and correspondence sent by OptionStarsGlobal to the customers will be recorded as delivered at the exact time the message was delivered if a) delivered by hand, b) sent by email or c) sent by fax. All messages and communications sent by postal mail will be recorded as delivered five days after the date of postage. In the instance of correspondence sent to a client's company, the message will be considered delivered when written confirmation is provided by the recipient.
  - Expiry rates are computed in accordance with Bid & Ask prices  $((\text{Bid} + \text{Ask})/2)$  which represent the closest price offers to the specified time of expiration. OptionStarsGlobal will round the last digit of the price down if the last digit is below 5 and up if it is 5 or above.
  - All OptionStarsGlobal customers are prohibited from having more than one account open at any one time. Should the company detect multiple accounts are active under the same name, any or all of the accounts may be immediately frozen and closed down with no prior notice offered. Accounts will also be closed in instances where traders use assumed or fraudulent names, or link their personal membership accounts to payment methods and bank accounts that are not their own. OptionStarsGlobal members are permitted to open and maintain only one active account, with which investments must be made using their



own money.

- Termination of Agreement
  - The Company may terminate this Agreement at any time by giving you notice to this effect.
  - You may terminate this Agreement at any time by giving the Company a 48 hours advanced notice.
  - Termination of the Agreement by any of the Parties shall require you to close all open positions by executing the required Transactions.
  - As of the date of the termination notice by you, you may not execute any new Transactions, which shall open new positions in his account.
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- Refund Policy- Clients can, at any time withdraw, or receive a refund. All Withdraw and Refunds are under the conditions of Bonus policy  
It is therefore the right of the company to refuse a withdrawal of customer funds IF said requirements have not been met. The company, can from time to time decide to allow a withdrawal, if it sees fit to do so, but is under no obligation to fulfill this request if the customer agrees to the terms and conditions of the bonus.
  - No third party deposits are allowed
  - Withdrawals of funds are subject to fees depending on the payment method used. Clients agree that their withdrawal request will be deducted with 30 units if the payment method is credit/debit card and 30 units and 1% of the amount if the withdrawal is requested directly to a bank account.
  - Inactivity Fee – There is also a \$50/\$50/GB£50 a month inactivity fee which will be charged to each client whose account is inactive for a period greater than 3 months. Activity, in this sense, is a client logging in to their trading account. The fee will be deducted directly from each client's trading account, from their available balance. To avoid this \$50/\$50/GB£50 inactivity charge a client must log in to their trading account at least once every three (3) months. Clients whom have never deposited money in their trading account, will not be charged an inactivity fee. Clients with less than a \$50/\$50/GB£50 balance in their trading account, will be charged that balance amount, thus bringing their account to zero. Suspended accounts are still liable to pay the inactivity fee, if conditions arise. Closed/disabled accounts are not charged inactivity fees. For foreign currency accounts the inactivity fee will be a direct conversion of US\$50, using the conversion rate of the day.
  - Transfers between the accounts on the binary options platform are forbidden
  - For more information or should you have any concerns with regard to our Terms and Conditions, [get in touch](#) with our service team today on +44 203 769 09 14 , or drop us an email anytime at [support@optionstarsglobal.com](mailto:support@optionstarsglobal.com).