



**TERMS AND CONDITIONS OF GLOBAL CURRENCY EXCHANGE NETWORK LIMITED AND GLOBAL CUSTODIAL SERVICES LIMITED IN RESPECT OF TRADEVIEW LIMITED'S PRODUCTS AND SERVICES**

The following words shall have the following meanings in these Terms and Conditions:

**"Company"** means Tradeview Limited;

**"Investor"** means an Investor in the Investments, either on his or her own behalf or on behalf of a corporation;

**"Investments"** means the products, services and/or Investments offered by the Company, including but not limited to CFD Trading and FX trading via online trading platforms supplied to the Investor by the Company.

**1. PAYMENTS**

The Company may from time to time:

- a. direct that the Investor makes payments in respect of the Investments to, and/or using facilities provided by either or both of Global Currency Exchange Network Limited (a company incorporated in England and Wales under Company number 04675786, the registered office of which is at The Old Barn, Oasts Business Village, Red Hill, Watlington, Kent, ME18 5NN, England and which is authorised and regulated by the United Kingdom's Financial Conduct Authority under the Payment Services Regulations with registration number 504346) and/or Global Custodial Services Ltd (a company incorporated in England and Wales under Company number 08321940, the registered office of which is at The Old Barn, Oasts Business Village, Red Hill, Watlington, Kent, ME18 5NN, England and which is authorised under the Financial Services and Markets Act 2000 with authorisation number 595875) (together "the GCEN Entities"); and/or
- b. make payments to the Investor pursuant to or in connection with the Investments and/or undertake foreign exchange transactions in respect of payments to be made pursuant to, or in connection with, the Investments, using facilities provided by the GCEN Entities; and/or
- c. direct that the Investor undertakes foreign exchange transactions in respect of payments pursuant to the purchase of Investments using facilities provided by the GCEN Entities; and/or
- d. undertake foreign exchange transactions in respect of payments to be made pursuant to the purchase of Investments using facilities provided by the GCEN Entities; and/or

- e. direct that sums paid by, or due to, the Investor in respect of the purchase of Investments are held by the GCEN Entities,

and the Investor hereby consents to the GCEN Entities providing such services and/or facilities and to such services and/or facilities being used by the Company to transmit or remit monies in connection with the Investments.

## **2. FOREIGN EXCHANGE**

In the event that the Investor wishes to make a payment in respect of the Investments in a currency other than in GBP, the Investor should contact the GCEN Entities on +44 1622 816940 who will provide the foreign currency account details and convert the Investor's funds into the required currency (GBP unless we are otherwise instructed by the Investor).

## **3. RESPONSIBILITY**

The Investor hereby acknowledges that the GCEN Entities shall not be under any obligation to:

- a. deliver, or procure the delivery of, any Investments to the Investor; or
- b. make any reimbursement to the Investor in the event of any delay in the delivery of any Investments to the Investor;
- c. make any re-imbusement to the Investor in the event that any attempted purchase of Investments is not accepted by the Company (save to the extent that the Company has put the GCEN Entities in funds to make such reimbursement and instructed the GCEN Entities to make such reimbursement).

## **4. NO ADVICE**

The Investor hereby agrees that the GCEN Entities has not made any recommendation or provided any advice to the Investor in connection with the Investor's purchase of any Investments.

## **5. GENERAL LIABILITY**

The Investor hereby agrees that neither the GCEN Entities, nor any of its/their respective officers, directors or employees shall be liable to the Investor for any losses, liabilities, costs, damages, and expenses ("**Losses**") which may be incurred or suffered by the Investor in connection with or arising from:

- a. the performance, non-performance or delay in performance by the Company of any of its obligations pursuant to this agreement or any Investments;
- b. the Investor's purchase of Investments; or
- c. the provision of any facilities, the making of any payments or the undertaking of any foreign exchange transactions in connection with the Investor's purchase of Investments,

save where such Losses arise from the fraud, gross negligence or wilful default of the GCEN Entities.

**6. LIABILITY FOR LOSS**

The Investor hereby agrees that neither the GCEN Entities nor any of its/their respective officers, directors or employees shall under any circumstances be liable to the Investor for loss of profits or goodwill, anticipated savings, or any type of special, indirect or consequential loss arising in connection with the Investor's purchase of Investments.

**7. LIABILITY FOR THIRD PARTIES**

The Investor hereby agrees that the GCEN Entities shall not be in any way responsible or liable for the acts or omissions of any third party.

**8. NO EXCLUSION**

The Investor hereby agrees that nothing in clauses 5 to 7 (inclusive) shall limit the liability of the GCEN Entities or any of its/their respective officers, directors or employees:

- a. for death or personal injury resulting from the negligence of the GCEN Entities or its/their respective officers, directors or employees; or
- b. in any way prohibited by law.

**9. CASH POLICY**

The Investor agrees that the GCEN Entities will only accept electronic funds transfers into bank accounts held in the name of the GCEN Entities, that the Investor shall not make, or attempt to make, any cash payment or cash deposit into any bank account held in the name of the GCEN Entities and that, in the event that any cash payment or cash deposit is made into any bank account held in the name of the GCEN Entities, or any attempt is made to make any such payment or deposit, such payment or deposit will not be accepted.

**10. RELIANCE**

The Investor hereby agrees that the GCEN Entities and its/their respective officers, directors and employees may rely upon and enforce the provisions of clauses 5 to 11 (inclusive).

**11. AMENDMENT**

The Investor and the Company may by agreement in writing rescind or vary any of the provisions of the terms of business of the Company (as between the Investor and the Company) without the consent of the GCEN Entities or any of its/their respective officers, directors or employees save that the consent of the GCEN Entities must be obtained before any rescission or variation of the provisions of any agreement (as between the Investor and the Company) which would in any way extinguish or alter the GCEN Entities' rights pursuant to clauses 5 to 10 (inclusive).

**12. LAW**

These terms shall be governed and construed in accordance with English Law.