

# TERMS AND CONDITIONS OF THE WWF PERSONAL ACCOUNT

## 1. GENERAL

- 1.1. This agreement (the “**Terms**”) is between us, Wise Wolves Finance Ltd., a private company limited by shares incorporated in the Republic of Cyprus with registration number HE 361580 and CySEC CIF license number 337/17 dated 25/09/2017 (“**WWF**”), and you, our client.

In these Terms ‘you’, ‘your’ and ‘yours’ mean the person requesting or using a Personal Account, and ‘we’ ‘us’ and ‘our’ mean WWF and any agents we appoint to provide all or any part of the Personal Account.

- 1.2. “**Personal Account**” means an electronic system which, *inter alia*, is allowing you to give Orders to us and see information relevant to a Client Account.
- 1.3. [WWF General Terms & Conditions for the Provision of Brokerage & Ancillary Services](#) (“**General Terms**”) apply *mutandis mutatis* to these Terms. In case of any contradiction or discrepancy, the General Terms shall prevail.
- 1.4. Capitalized terms, unless expressly defined in these Terms, have the same meaning as in the General Terms.
- 1.5. We may update or amend these Terms from time to time and publish them on our website at [wise-wolves.finance](#) or in your Personal Account. You shall promptly notify us if you reject the Terms or any amendments to them. Unless we receive a notification from you, we shall consider the Terms to be accepted by you.
- 1.6. You may use our Services through the Personal Account. By using the Personal Account, you agree to these Terms and to the General Terms.
- 1.7. Any commission or charge for the use of the Personal Account is due in accordance with the WWF Fee Schedule, as amended from time to time.

## 2. ACCESS AND AUTHENTICATION

- 2.1. At your request, we will provide you or an Authorized Person with a personally allocated identification number (“**User Id**”) and a secret combination of characters (“**Password**”) to enable you to access the Personal Account.
- 2.2. Access may require you to go through multi-factor authentication. Within a specified time period immediately following your User Id and Password input you will need to insert a generated one-time access code available via your mobile device or token (“**Authentication**”).
- 2.3. We reserve the right to restrict, block or withdraw any access to your Personal Account if we have reason to believe that the authentication procedure has been or is at risk of being compromised.
- 2.4. We shall not take any steps to verify your identity and capacity other than those required for the Authentication.
- 2.5. You agree that any Order given by you through the Personal Account shall have the same effect as if given to us by any other accepted means of communication.
- 2.6. You may at any time withdraw your consent for the use of Authentication for the Personal Account.

## 3. AVAILABILITY OF THE PERSONAL ACCOUNT

- 3.1. We undertake to provide you with a continuous and unlimited access to the Personal Account 24 hours/7 days a week. However, there may be occasions when due to system maintenance, technical, security, administrative or other reasons, any or all of the Services or the access to the Personal Account will not be available to you.
- 3.2. You accept that we may suspend access to any or all the Services or the Personal Account for such period as we see fit, without liability or compensation of any kind for any damage or loss caused.

- 3.3. We may at any time and at our absolute discretion add, restrict, amend or otherwise alter the Services provided through the Personal Account.

## 4. ACCOUNT INFORMATION

- 4.1. Information and materials accessible through the Personal Account are provided "as is" and "as available", without any representations or warranties of any kind. To the extent permitted by any applicable law we waive any warranties.
- 4.2. The Personal Account may allow you access to information regarding: (1) account balance(s), (2) transaction history, (3) exchange rates, (4) asset value(s) and any other information related to our Services.
- 4.3. Any materials, information or content that you may access, download or otherwise obtain through the use of the Personal Account is done at your own risk and we are not responsible for any damage to your computer systems or loss of data that results from the download of such material.
- 4.4. To the extent permitted by any applicable law, we do not warrant the accuracy, timeliness, completeness, security, reliability or availability of the Personal Account or the information or results obtained from use of the Personal Account, or that the Personal Account will be available at all times, or is virus-free or error-free.

## 5. COMMUNICATION

- 5.1. We shall always use English or Russian to communicate with you. In connection with your use of the Personal Account, we may send you announcements, messages, and other information.
- 5.2. We may send you secure messages or place documents through the Personal Account.
- 5.3. You must notify us as soon as possible if any of your contact details change. If you don't, we won't be responsible if you don't get information or notices from us.
- 5.4. You must notify us of any:
  - a. failure to receive a message indicating that an Order was received or executed;
  - b. failure to receive an accurate confirmation of an execution;
  - c. receipt of confirmation of an Order or execution which you have not did not place;
  - d. inaccurate information with respect to your account balances, positions, or transaction history.
- 5.5. Communication between us and you through the Personal Account does not exclude or replace other established means such as telephone or email. For the avoidance of doubt, all means of communication, including with respect to Orders, may be used simultaneously. We shall deem all appropriately received communications from you to be valid.
- 5.6. Order processing and execution through the Personal Account is treated by us in the same way as if it was made by any other means.
- 5.7. If your relationship with us ends, you can ask us for copies of any communication with you through the Personal Account for the previous 5 years.

## 6. SECURITY AND PASSWORD PROTECTION

- 6.1. To protect your Personal Account, keep your User Id and Password confidential. You are responsible for the activity that happens on or through your Personal Account. Try not to reuse your Personal Account User Id or Password with any third-party.
- 6.2. You are responsible for checking and complying with any security updates we may make from time to time.

- 6.3. Do not allow any person, other than an Authorized Person, to use or gain access to your Personal Account. You are responsible for the security of the device and connection used to access the Personal Account.
- 6.4. If you learn of any unauthorized use or compromising of your User Id or Password or any other security risk related in any way to the Personal Account, you must inform us as soon as possible. If you don't, we shall not be held liable for any losses you may suffer.
- 6.5. We may block access to your Personal Account to protect you and us from unauthorized use.

## **7. LIABILITY**

- 7.1. Our liability, and our directors' and employees' liability in connection to any matter related to the Personal Account is generally limited to gross negligence or wilful misconduct. We shall not be liable for indirect or consequential damages.
- 7.2. You agree to indemnify and hold us harmless from and against any claim, demand, proceeding, suit or action and any loss (direct or indirect), liability, costs and expenses incurred by us and arising from or relating to your use of the Personal Account.

## **8. INTELLECTUAL PROPERTY**

- 8.1. Using the Personal Account does not give you ownership of any intellectual property rights in the content you access. These terms do not grant you any right to use the Personal Account for any purpose other than as defined in your contractual undertakings with us.
- 8.2. We grant you for the term of our contractual relationship, a personal, limited, non-exclusive, revocable, non-transferable and non-sublicenseable license to use the Personal Account. Should any part of the Personal Account be under license from a third party, you agree to comply with any additional restrictions on its usage.
- 8.3. The software used for the Personal Account may include encryption methods that are subject to export or import laws. You agree to cooperate with us in compliance with any of these laws.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

- 9.1. The Terms are governed by and interpreted in accordance with the laws of the Republic of Cyprus and the courts of the above jurisdiction will have exclusive jurisdiction in respect of any dispute, which may arise.
- 9.2. Without prejudice to the above, we reserve the right to bring an action in the forum we may deem appropriate.
- 9.3. The place of performance for all obligations in connection with the Personal Account shall always be considered as being located at our head office in Limassol, Republic of Cyprus.