

Client Agreement



Version 2.2

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General Terms and Conditions

1. Introduction

1.1 This Client Agreement (hereinafter the **“Agreement”**) is made by and between JAROCEL PTY LTD (operating under the trading name “Headway”), a company incorporated under registration number 2021/883863/07, having its registered address at 3 Flamingo Crescent, Beacon Bay, East London, 5241, South Africa (hereinafter the **“Company”**) and any individual or legal entity that registers an account at <https://hw.site/>, its associated mobile applications, or related URL domains (hereinafter the **“Client”**).

1.2 This Agreement specifies the terms and conditions for the provision of services by the Company, as further detailed in Section 2 hereof (hereinafter the **“Services”**).

1.3 By accepting this Agreement, the Client represents, warrants, and covenants the following:

- a) The Client has full legal capacity, and no third party has any rights of demand or obligations in respect of the transactions performed in the Client's trading account;
- b) In the event of any change, modification, or expiration of the Client's personal data or identity documents, the Client **undertakes** to notify the Company within three (3) business days via officially acceptable means of communication. Newly obtained documents must be provided in the manner prescribed by the Company and must be sufficient to verify their authenticity. The Company reserves the right to request additional identification documents to verify the Client's identity and ensure compliance with applicable KYC standards and Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regulations. Any delay or failure to comply with this clause shall constitute a material breach of this Agreement and may lead to the immediate termination of the Client's account(s);
- c) Each Client is permitted to register only once with the Company (maintaining one personal area with complete identity verification). This restriction applies to all of the following cases:
 - If the Client is registered on the Company's website as a Trader or as a Partner;
 - If the Client is an individual with a registered profile;
 - If the Client is an authorized representative of a legal entity with a registered profile.

Furthermore, the Client is strictly prohibited from registering multiple accounts, profiles, or Personal Areas to participate more than once in any promotional offers, trading contests, or bonus programs. Any attempt to bypass single-entry requirements or exploit multi-account structures shall result in immediate disqualification and forfeiture of all contest prizes, promotional credits, or bonus rewards.

In the event the Company suspects that the Client holds more than one personal area (including, but not limited to, matches in name and/or identification documents), the Company reserves the right, at its sole discretion and without prior notice to the Client, to: cancel all previous and current trading transactions of the Client; terminate all personal areas except one; and close any trading accounts associated with the terminated personal areas. The Company shall bear no liability for any trading activity performed through such unauthorized personal areas, nor for the consequences thereof, including any losses incurred by the Client resulting from the closure of such personal areas and trading accounts. Any remaining personal funds following the cancellation of such personal areas shall be transferred to the remaining active personal area;

- d) If the Client requires identity verification for a new personal area, the Company shall cancel the verification of the previous personal area;
- e) The Client is an individual of legal age or, in case of a legal entity, is duly incorporated, validly existing, fully capable of entering into this Agreement, and represented by a duly authorized person. The entering into and

performance of this Agreement by the Client do not violate any laws applicable to the Client or any contractual restriction binding upon them;

- f) The Client accepts full responsibility for complying with any local laws, tax obligations, or regulations that may apply to the use of the Services. The Company shall not be liable for any consequences, including regulatory actions, arising from the Client's failure to comply with such laws or from any false statements or misrepresentations made by the Client. The Client agrees to indemnify and hold the Company harmless from any loss, damage, cost, or liability resulting from such breach;
- g) **The Client is not a citizen, permanent resident, or tax resident of, and is not accessing the Company's website or Services from, any Restricted Jurisdiction. For the purposes of this Agreement, Restricted Jurisdictions include, without limitation:**
 - (a) jurisdictions subject to applicable sanctions, embargoes, financial crime restrictions, or internal compliance limitations;
 - (b) jurisdictions identified as high-risk or subject to enhanced due diligence measures by competent international bodies, including anti-money laundering frameworks;
 - (c) the United States of America, Canada, the United Kingdom, Member States of the European Economic Area (EEA), and any other jurisdiction designated by the Company from time to time at its sole discretion.

The Company assumes no liability for any consequences, regulatory actions, or financial losses arising from the Client's violation of this restriction;

- h) The Client understands and expressly agrees that the Company reserves the right to monitor the Client's activity and verify the consistency of the Client's behavior and trading operations on the Company's platform to detect and prevent market abuse, fraud, or technical manipulation;
- i) The Client has read, fully understands, and unequivocally agrees to all the terms, conditions, and risks set forth in this Agreement and associated legal documents of the Company.

1.4 The primary language of the present Agreement and all Company documents is English. A translation of any Company document into a language other than English is intended solely as a convenience to the Company's Clients. The function of the translation is merely informative. In case of an inconsistency between the English version and the translation of this Client Agreement or any other Company document into another language, the English version shall be of prior importance. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English.

1.5 Clauses, schedules and paragraph headings shall not affect this Agreement's interpretation, unless the context otherwise requires:

- a) A word(s) in the singular form shall include the plural and vice versa;
- b) A reference to a statute or statutory provision shall be a reference to it as amended, extended or re-enacted from time to time;
- c) A reference to one gender shall include a reference to the other genders.
- d) Any word(s) following the terms, including "include", "in particular", "for example", "as a rule" or other similar expressions shall be considered as illustrative, and shall not limit the sense of the words, description(s), definition(s), phrase(s) or term(s) preceding those terms.

1.6 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

2. Company's services

2.1 The Company's services encompass any interactive tools, specialized software, and technological interfaces provided by the Company, which enable the Client to perform trading transactions in financial markets. The Services are accessed exclusively via the trading software, client terminals, desktop configurations, web interfaces, and mobile applications provided or authorized by the Company (collectively referred to as the "**Trading Platform**"), and involve encrypted electronic data transmission between the Client's internet-connected device and the Company's authorized

network.

2.2 By accepting this Agreement, the Client acknowledges and agrees that orders and trading instructions can only be placed and executed via the designated MetaTrader 4 and MetaTrader 5 trading platforms.

2.3 The Client acknowledges that the Company reserves the right to revise, add, rename, suspend or leave unchanged any of the Services offered under this Agreement at its sole discretion without prior notice. This Agreement shall automatically apply to any modified, amended, or newly introduced services in addition to those currently provided.

2.4 The Services may include technical analysis tools, market charts, and third-party services integrated into or offered alongside the Company's platforms. The Company bears no responsibility for the accuracy, reliability, or availability of such third-party tools.

2.5 Execution-Only Service. The Company operates strictly on an execution-only basis. The Services do not include the provision of investment advice, trading recommendations, or financial research intended to induce the Client to perform any transaction. Any trading decision made by the Client is their sole and absolute responsibility, and the Company shall not be liable for any consequences or financial losses arising from such decisions. In exceptional cases where the Company provides market information or commentary, such data is purely educational, does not constitute advice, and the Company disclaims all liability for its outcomes.

2.6 The Client acknowledges that no physical delivery of the underlying asset (e.g., physical currency, commodities, energies, or indices) shall take place within any trading operation. All profits and losses are credited to or deducted from the Client's trading account balance immediately upon the closure of a position.

2.7. Account Abuse and Anti-Transit Restrictions. The Client's trading account shall be used exclusively for speculative trading purposes. The use of the trading account as a transit account, storage, or savings account is strictly prohibited. If the Client requests a withdrawal of funds without generating sufficient trading activity (as determined by the Company at its sole discretion), the Company reserves the right to charge additional administrative and processing fees to cover the transaction costs of payment systems, or to reject the withdrawal request.

2.8. Refund and Withdrawal Policy. To prevent fraud and ensure compliance with AML standards, all withdrawals of personal funds must be sent back to the exact same source (payment method, bank account, or e-wallet) from which the initial deposit was made, unless otherwise explicitly agreed by the Company under exceptional circumstances.

2.9. Personal Use Only. The Client undertakes to trade on their own behalf personally. The Client is strictly prohibited from allowing any third party or another client to manage or trade on their account, and the Client shall not trade on behalf of any other individual or legal entity.

2.10. Right of Termination. The Company reserves the right to terminate cooperation and dissolve this Agreement with the Client at its sole discretion, with or without cause, by providing a 24-hour Written Notice. Upon termination, the Client will be permitted to withdraw their remaining eligible balance in accordance with the Company's internal policies.

2.11. Bound by Legal Documents. By accepting this Agreement, the Client confirms that they have thoroughly read, understood, and agreed to be legally bound by this Agreement as well as all other regulatory documents published on the Company's website, including but not limited to the **Privacy Policy, Risk Warning, AML/CTF Policy, and Deposit and Withdrawal Policy.**

3. Payments and Financial operations

3.1 Deposit Of Funds To The Client's Trading Account.

3.1.1 The Client may deposit funds into their trading account using the payment methods and systems available within the personal area.

3.1.2 If a deposit cannot be processed the transaction shall be executed manually by the Company's financial department in the shortest time reasonably practicable, up to a maximum of two (2) business days (Monday to Friday)

from the moment the deposit request was initiated by the Client.

3.1.3 The Company reserves the right to establish minimum deposit amounts for certain payment methods or systems. Such minimum limits, where applicable, shall be clearly indicated on the deposit interface within the personal area.

3.1.4 If the Client submits a deposit that is below the required minimum amount, any transaction fees or commissions charged by the relevant payment system shall be deducted directly from the Client's deposit amount.

3.1.5 The Client acknowledges, understands, and explicitly accepts any and all transaction fees or commissions imposed by their chosen payment system when conducting financial transactions.

3.2 Withdrawal of funds from the Client's trading account.

3.2.1 Pursuant to the Refund and Withdrawal Policy set forth in Clause 2.8 of this Agreement, if a trading account is funded using multiple payment systems, methods, or wallets, any subsequent withdrawal of funds shall be processed in proportion to the respective amounts deposited from each source.

3.2.2 If the Client utilizes digital assets or virtual currency for financial operations, the Client undertakes to use only one specific wallet address per digital asset when requesting a withdrawal.

3.2.3 The Company reserves the right to establish minimum withdrawal amounts, which may vary depending on the chosen payment method, system, currency of the account, or geographic region. The specific minimum withdrawal limits, or their equivalents in other currencies, shall be clearly indicated on the withdrawal interface within the personal area.

3.2.4. The Withdrawal of trading profits and Partner commissions must be made exclusively to a personal bank account or verified e-wallet belonging to the Client. The Company reserves the right to request definitive proof of ownership (e.g., screenshot or bank statement) confirming that the destination account/wallet is held in the Client's name.

3.2.5 If internal transfers were used to spread the funds between the Client's multiple trading accounts, the Company reserves the right to require the Client to split the withdrawal requests in accordance with the original transferred amounts in order to ensure compliance with Anti-Money Laundering standards.

3.2.6 Withdrawal requests shall be processed by the financial department in the order of receipt, as soon as possible, and within a maximum of two (2) business days from the moment the request is created.

3.2.7 In exceptional circumstances (including, but not limited to, force majeure events, technical failures, or the termination/suspension of a specific payment system's operations), the Company reserves the right to decline a withdrawal request through that specific payment system. Such occurrences shall be evaluated and handled on a case-by-case basis.

3.2.8 If a trading account has been funded via a credit or debit card at least once, subsequent withdrawals shall be processed as a refund back to the same card within twelve (12) months from the date of the last card deposit. To process such a withdrawal, the Company may require copies of the front and back of the card. For security purposes, the Client must mask the card numbers so that only the first six (6) and last four (4) digits are visible, while the CVV/CVC code on the back must be completely covered. The cardholder's name, expiration date, and signature must remain visible.

3.2.9 In the event of discrepant, unconfirmed, or canceled transactions, **or if the Client is found to be in breach of any provision of this Agreement**, the Company reserves the right to cancel any financial operations that are not reflected in the official records of the payment system or that are subject to a chargeback. In such cases, the Company also reserves the right to nullify any trading operations conducted with such funds, reverse any related payments, **and immediately forfeit, cancel, or withhold all active, pending, or unredeemed promotional credits, trading bonuses, or loyalty rewards.** The Client explicitly acknowledges that bonuses are discretionary incentives provided by the Company and shall not, under any circumstances, constitute the Client's personal property, accrued wealth, or grounds for lost profit (loss of opportunity) claims upon account suspension or termination.

3.2.10 The Company does not accept direct payments or payments originating from third parties.

3.2.11 The Company shall not be held liable for any delays in processing withdrawals if such delays are caused by the payment system providers or intermediary banks.

3.2.12 In the event that a payment system modifies its commercial terms, transactional fees or internal policies, the Company reserves the right to adjust its deposit and withdrawal commission structures accordingly without prior notice.

3.3 Financial security.

3.3.1 In the event of any indication, reasonable suspicion, or evidence of fraudulent activity, systemic abuse, market manipulation, or any violation of the terms of this Agreement by the Client, the Company shall be entitled, at its sole and absolute discretion, to suspend or decline all deposit and withdrawal transactions, reject and nullify all previous or current trading results, and restrict access to the Personal Area pending an internal investigation.

3.3.2 The Company reserves the right, at any moment and at its sole discretion, to request the Client to submit standard identification documents required for Customer Due Diligence (CDD), including but not limited to a high-quality copy of their passport, national ID card, or proof of address.

3.3.3 Enhanced Due Diligence (EDD). To strictly comply with applicable Know Your Customer (KYC) and Anti-Money Laundering / Counter-Terrorism Financing (AML/CTF) regulations, the Company reserves the right to apply Enhanced Due Diligence measures at any time. Under EDD, the Company is entitled to request additional and specialized records relevant to establishing an accurate economic profile of the Client and verifying the legitimacy of their activity. This includes, but is not limited to:

- Requiring previously submitted or new documents to be notarized, certified, legalized or apostilled upon the Company's specific request;
- Requesting comprehensive documentation and evidence regarding the Client's Source of Funds and Source of Wealth;
- Requesting recent bank statements (e.g., from the last 3 months) or tax returns showing that the funds were obtained through lawful methods.

3.3.4 The Company is strictly prohibited from accepting deposits from or processing withdrawals to third-party accounts or wallets. All financial operations must involve accounts registered exclusively in the Client's verified name.

3.3.5 In the event of the Client's verified death or legal incapacitation, the Company shall immediately terminate this Agreement and freeze the Client's trading accounts. Upon receiving notification or reasonable evidence of the Client's death or incapacitation, the Company reserves the right, at its sole discretion, to mandatorily close (liquidate) any and all active trading positions and pending orders at the prevailing market prices without prior notice. The right to withdraw any remaining eligible net balance shall be granted solely to the Client's legally appointed Executor, Administrator, or Next of Kin, subject to the provision of official documentation issued by competent government authorities and approved by the Company's legal department. Under no circumstances shall such representatives be granted direct trading access to the Client's account.

3.3.6 Whenever deemed necessary to complete or update the KYC/AML procedure, the Company reserves the right to request additional verification measures, including, but not limited to, a mandatory video conference call to confirm the Client's identity. The Client's failure to comply, delay in response, or submission of insufficient, altered, or fraudulent data shall constitute a material breach of this Agreement and may lead to the immediate rejection or termination of services.

3.3.7 If the Company receives notifications, alerts, or data from payment systems, regulatory bodies, or internal security systems indicating that the Client's financial transactions are suspected of fraudulent or unauthorized activities, the

Company reserves the right to immediately suspend the Client's personal area and trading accounts, hold the funds, and terminate cooperation, provided that a notification is sent to the Client's registered email address.

3.3.8 Anti-Fraud Withholding. In cases where a transaction or account activity is flagged for potential fraud, identity theft, or financial crime, the Company reserves the right to place an administrative hold on the account balance for a period of up to one hundred and eighty (180) calendar days. This retention period is established to prevent financial loss, conduct extensive security audits, and await potential chargeback cycles or official inquiries from processing banks and financial authorities.

3.4 Financial risks.

3.4.1 The Client bears sole and absolute responsibility for providing accurate, valid, and correct information when executing financial transactions (deposits and withdrawals), including but not limited to entering correct cryptocurrency wallet addresses, electronic payment system identifiers, bank account numbers, debit/credit card details, and transaction amounts. The Company shall not be held liable for any financial losses, misdirected funds, or processing failures resulting from typographical errors or incorrect data entered by the Client.

3.4.2 Anti-Chargeback Provision. If the Client initiates an unjustified, fraudulent, or retaliatory chargeback claim through their issuing bank or payment provider, the Company reserves the right to immediately deduct the full amount of such claim, along with any associated administrative costs, bank fees, and penalties, from any active account, wallet, or funds held by the Client within the Company.

3.4.3 Loss of Access to Payment Methods. The Company bears no responsibility or liability if the Client loses access to their registered e-wallet, bank account, credit/debit card, or cryptocurrency wallet and is unable to restore it. In the event that the Client requests a withdrawal to an alternative destination (including, but not limited to, a cryptocurrency wallet) due to a verified loss of access or unavailability of the original payment method, the Company reserves the right to:

- Place the transaction on hold and demand exhaustive additional verification under Enhanced Due Diligence (EDD) protocols before any funds are released;
- Charge an additional administrative processing fee or an elevated commission structure on such a withdrawal to mitigate the associated operational, compliance, and currency conversion risks.

3.4.4 Card Refund Timelines. The Company is not responsible for the Client's selection of their issuing bank, nor for the internal processing timelines of refund transactions on the banking side. The estimated time for funds to reflect on the Client's card balance may take up to fifteen (15) business days or more from the date the refund request is approved by the Company's financial department.

3.4.5 Third-Party Funding Fees. If the Company, in exceptional cases and at its sole discretion, identifies or permits a deposit that originated from a third party, the Company reserves the right to charge an additional penalty commission on both the incoming deposit amount and any subsequent withdrawal requests to mitigate processing risks.

4. Orders and Requests

4.1 General Provisions

4.1.1 Complete, definitive, and up-to-date official information regarding current trading conditions, contract specifications, and asset parameters is located on the Company's official website (<https://hw.site/>). The Company reserves the absolute right to amend, modify, or update these trading conditions at any time, with or without prior notification to the Client.

4.1.2 The Company applies the Market Execution method as the exclusive execution model for all available financial instruments and asset classes on the trading software and electronic applications provided by the Company (hereinafter the "Trading Platform").

4.1.3 The Trading Platform is the primary and exclusive medium for transmitting orders and requests to the Company. The Client acknowledges that the Company shall not accept, execute, or process any trading instructions transmitted via alternative communication channels (including, but not limited to, telephone, email, live chat, or social media messaging).

4.2 Execution of Orders and Requests

4.2.1 Any trading order or request submitted by the Client via the Trading Platform generally undergoes the following technological sequence:

- (a) The Client generates and submits an electronic order via the user interface;
- (b) The Client terminal transmits the order or request to the Company's trading server;
- (c) Provided a stable electronic connection exists, the server receives, parses, and verifies the order parameters;
- (d) If the order parameters are valid and compliant with risk limits, it is placed into the execution queue. During this stage, a processing status message ("*Please wait... Order is being processed by the server*") is displayed in the Client terminal;
- (e) The trading server processes the transaction and transmits the final execution results back to the Client terminal;
- (f) Subject to a stable connection, the Client terminal reflects the updated account state and order status.

4.2.2 Once a Client's order has successfully reached the Company's server and acquired the "*Order is in process*" or equivalent execution status, such order cannot be modified, canceled, or revoked by the Client under any circumstances.

4.2.3 The processing speed of any order or request depends heavily on the quality of the internet connection between the Client terminal and the Company's server, as well as prevailing market liquidity. During regular market hours, order processing time typically commences from 0.01 seconds. Under irregular market conditions, processing times may be extended.

4.2.4 If the current market quote of a financial instrument shifts during the exact timeframe the Company's server is processing the Client's request, the Company reserves the right to execute the transaction at the newly available market price (Bid/Ask). The Client explicitly acknowledges that this updated execution price may not be reflected on the tick chart at the precise millisecond of execution.

4.2.5 Any trading order opened at an Off-Market Quote (Spike, data error, or bad pricing feed) shall be canceled by the Company under all circumstances. Where a trading position has been closed at an Off-Market Quote, the Company reserves the right, at its sole discretion, to either:

- (a) Cancel the closing transaction entirely; or
- (b) Restore the trading position to the exact status, volume, and parameters it held immediately prior to the execution of such off-market closing transaction.

4.2.6 The Client is strictly prohibited from utilizing arbitrage strategies on connected, correlated, or cross-asset markets (including price differentials between spot/futures, latency arbitrage, or cross-asset arbitrage between correlated spot and tokenized/crypto instruments). If the Company detects or suspects the employment of arbitrage strategies, whether executed in a transparent, hidden, or automated manner, the Company reserves the right to cancel, nullify, or adjust any and all related orders, and void any financial results generated from such practices.

4.3 Trading Operations and Specifications

4.3.1 Trading operations are executed in accordance with the following market mechanics:

- (a) A Buy Order is executed at the Ask Price, resulting in the opening of a Long Position;
- (b) A Sell Order is executed at the Bid Price, resulting in the opening of a Short Position;
- (c) A Long Position is closed by executing a matching Sell Order at the Bid Price;
- (d) A Short Position is closed by executing a matching Buy Order at the Ask Price.

4.3.2 Position Rollover (Swap): The addition or deduction of financing costs (swaps) to open positions is conducted daily between 23:59:00 and 00:10:00 (Trading Platform Server Time). Swaps shall be applied to all open positions maintained during the period from 23:59:00 to 00:00:00 (Server Time).

4.3.3 Under regular market conditions, the Company maintains the spread within the target thresholds published in the contract specifications. The Company reserves the right to widen or increase spreads without prior notification under the following circumstances:

- (a) During abnormal, highly volatile, or irregular market conditions;
- (b) If a Force Majeure event occurs;
- (c) For any order or request that exceeds standard market volume limits specified for the respective tool;
- (d) Prior to, during, and immediately following major economic, political, or macroeconomic news releases;
- (e) During market openings (Mondays), periods of low market liquidity, or overnight trading breaks;
- (f) For instruments with fixed spreads or fixed commissions, if the underlying market spread of the benchmark contract exceeds the baseline fixed tier.

4.4 Order Opening

4.4.1 The mandatory and obligatory parameters required for submitting an order to open a position are:

- (a) Instrument name;
- (b) Trade volume (lot size);
- (c) Order type.

4.4.2 When opening an order via the Client terminal without using an automated script or Expert Advisor, the Client must initiate the transaction ("Buy" or "Sell") at the moment when the current quotes displayed by the Company satisfy the Client's requirements.

4.4.3 When opening an order via the Client terminal using an Expert Advisor, the automated script must generate the trade request to perform the trade strictly at the current available quote on the server.

4.4.4 Order processing for opening positions is governed by the following rules:

- (a) As soon as the Client's order to open a position reaches the server, an automatic systemic check is carried out to verify the account's free margin. If the necessary margin is present, the position is opened. If the free margin is insufficient, the position is not opened, and an insufficient funds notice is generated on the server;
- (b) If the order is executed via the "Market Execution" model, the actual quote at which the order is filled may differ from the requested one due to market liquidity;

(c) Upon successful execution, an order opening entry is recorded in the server log-file, confirming that the request has been processed. Each opened position receives a unique tracking number (ticker);

(d) An order submitted before the first official quote appears on the Trading Platform at market opening will be automatically declined, displaying a *"No quote / trading is forbidden"* message. If the Company processes a Client's request by systemic error at the price of the previous day's close, the Company reserves the right to cancel such an order, subsequently notifying the Client.

4.4.5. The Client may utilize Buy Stop, Buy Limit, Sell Stop, and Sell Limit pending orders to fully or partially automate the opening of Buy and Sell positions.

4.5 Order Closing

4.5.1 When closing an order via the Client terminal without using an automated script or Expert Advisor, the Client must initiate the transaction ("Close") at the moment when the current quotes displayed by the Company satisfy the Client's requirements.

4.5.2 When closing an order via the Client terminal using an Expert Advisor, the automated script must generate the order to close the position strictly at the current available quote.

4.5.3 Pending orders such as "Stop Loss" and/or "Take Profit" may be utilized by the Client to automate position closure.

4.5.4 Order processing for closing positions is governed by the following rules:

(a) **"Close By" Function:** If a trading account maintains two or more locked (hedged) positions, the Client may choose the "Close by" option in the transaction interface. The Client can select opposite positions of equal or asymmetrical volumes. Upon execution, the smaller position and a symmetrical portion of the larger position will close, while any residual unhedged volume of the larger position stays open under a newly assigned ticker identifier;

(b) **"Multiple Close By" Function:** If a trading account maintains two or more locked positions, the Client may choose "Multiple Close by". Upon execution, all hedged positions for that specific financial tool will close proportionately. If one of the locked positions carries a larger total volume, the remaining volume will stay open on the account and receive a new ticker identifier;

(c) When the position closure note is recorded in the server log-file, the Client's order to close a position is considered fully executed;

(d) If an order to close a position is submitted before the first official quote appears on the Trading Platform at market opening, such an order shall be declined, displaying a *"No price"* message. If the Company processes a Client's request to close a position at the quote of the previous day's close by error, the Company reserves the right to cancel the transaction or adjust the closing price, subsequently notifying the Client via email or internal platform notifications;

(e) If the position is closed via the "Market Execution" model, the actual quote at which the transaction is filled may differ from the requested one.

4.6 Mandatory Position Closure (Margin Call and Stop Out).

4.6.1 A Margin Call occurs immediately when the Margin Level on the Client's trading account drops to thirty percent (30%) or lower. Upon a Margin Call event, the Company is entitled, but under no obligation, to close a Client's position(s). The final decision to trigger liquidations is made strictly by the server.

4.6.2 A Stop Out event occurs, triggering mandatory position closure without prior notification, if the Margin Level drops to or below twenty percent (20%) of the required margin needed to sustain open positions.

4.6.3 Account status monitoring is fully automated and governed strictly by the trading server. Upon a Stop Out trigger,

the server automatically generates mandatory liquidation orders executed at current market quotes on a first-come, first-served basis. Such forced liquidations are permanently recorded in the server log-files with a "stop out" notation. If the Client holds multiple open positions, the liquidation sequence commences with the position carrying the largest floating loss.

4.6.4 If a mandatory position closure results in a negative financial balance on the Client's account, a negative balance compensation credit shall be automatically applied to restore the balance to zero (0). However, in exceptional cases where the Company determines that the negative balance arose from intentional manipulation, toxic trading patterns, or bad-faith exploits, the Company explicitly reserves the right to withhold compensation and claim the outstanding debt directly from the Client.

4.6.5 In the event that the Company establishes that a Client operates multiple trading accounts under distinct registration profiles to bypass risk limits (e.g., opening opposing/hedged transactions on the same instrument across different accounts over weekends, news releases, or session gaps), the Company reserves the absolute right to consolidate the accounts, deduct losses exceeding the balance of one account from the available funds of any other account controlled by the Client, and nullify all generated profits.

4.6.6 If a Stop Out event occurs while a portion of the Client's open positions involves assets currently experiencing non-trading hours (weekends, bank holidays, or trading breaks), the Company shall liquidate such illiquid positions at the last available market price fixed at the exact moment of that specific asset's market closure.

4.7 Leverage change.

4.7.1 The Company reserves the absolute right to modify the leverage on the Client's account at any time, with or without prior notification. The Company has the right to apply these leverage limits to both newly opened positions and active, already opened positions. The maximum available leverage is dynamically calibrated based on the cumulative Equity or Balance of all accounts within the Client's Personal Area according to the table below:

Equity or Balance on all accounts	Maximum Leverage that you can use:
0 - 1,000 \$	Unlimited (after trading 5 lots) or up to 1:2000
1,001 - 5,000 \$	up to 1:2000
5,001 - 20,000 \$	up to 1:1000
20,001 - 30,000 \$	up to 1:800
30,001 - 50,000 \$	up to 1:600
50,001 - 80,000 \$	up to 1:400

80,001 - 100,000 \$	up to 1:300
> 100,001 \$	up to 1:200

4.7.2 To protect systemic stability during periods of increased market volatility, macro news releases, public holidays, or weekend market gaps, the Company reserves the right to enforce temporary leverage reductions and margin increases. Such reduced leverage parameters may be automatically applied to any positions opened within five (5) minutes before and one (1) minute after the publication of significant macroeconomic news events as well as to positions opened prior to this period and remaining open at the time such temporary conditions are applied.

4.7.3 The maximum leverage for trading instrument is set to:

Maximum Leverage	Trading Financial Instruments /Asset Class
up to 1:unlimited	Forex currencies
up to 1:unlimited	Metals
up to 1:20	Stocks
up to 1:200	Energies
up to 1:400	Indexes
up to 1:400	Cryptocurrencies
up to 1:500	Synthetics

4.7.4 Individual Risk Caps: The Company reserves the right, at its sole discretion, to determine, adjust, and enforce maximum leverage limits applicable to any specific Client or Client Account on an individual basis. Such risk management measures may deviate from standard published tiers and may be enforced instantly at any time, with or without prior notice, based on the Client's risk profile, asset concentration, or trading patterns.

4.7.5 Trading volumes and lot sizes are calibrated in accordance with the following parameters:

- (a) One (1) lot on a Cent account is equal to 0.01 lots on a Standard or Pro account structure;
- (b) The specific trading volume, contractual value, and lot size calculation models for Fixed Rate accounts are explicitly published in the Contract Specifications section on the Company's official website. The Client acknowledges that these parameters may vary depending on the selected currency tier and are applied dynamically at the time of execution;
- (c) If the nominal contract value of one (1) lot for Stocks, Crypto, Indices, or Energies sits below \$100,000, the baseline volume calculation model applies as follows: **Volume = (1 lot × Contract Size × Price in USD) / 100,000;**
- (d) When liquidating positions utilizing the "Close By" terminal feature, the officially recorded trading volume for transaction history and partner commission calculations is recognized as exactly half (50%) of the combined volume of each respective position;
- (e) Minimum and maximum lot thresholds per account type (Cent, Standard, Pro) are strictly governed by the specific asset matrices published on the Company's website and embedded directly within the Trading Platform's configuration settings.

4.7.6 The Company reserves the right to reduce the leverage level for fixed leverage instruments depending on the open volume of the instrument. Details of this condition are placed on the official website of the company in the Trading Instruments section and/or are available in the contract specifications of the Trading terminal in the Margin rates section.

4.8 Inactive Trading Accounts.

4.8.1 The Company classifies a trading account as "Inactive" if it satisfies all of the following cumulative criteria: No trading activity has occurred, no open positions are maintained, no deposits or withdrawals have been executed for a continuous duration of forty-five (45) calendar days (or less for specialized non-deposit bonus accounts), and the remaining balance is equal to or less than 5 USD (or its currency equivalent).

4.8.2 Once an account qualifies as Inactive, the Company reserves the right to automatically deactivate and archive the account, simultaneously purging all active pending orders without prior or subsequent notification to the Client. The Client maintains the right to request account restoration or initiate new trading accounts via the Personal Area, subject to compliance and identity validation updates.

5. Margin Requirements.

5.1 Mandatory Margin Maintenance: The Client must deposit, maintain, and sustain the Initial Margin and/or Hedged Margin in the exact amounts and configurations established by the Company at the exact time a trading position is initiated.

5.2 Client's Representation of Knowledge: The Client explicitly represents, warrants, and covenants that they fully understand the concept of Margin, the mechanics of leverage, and the mathematical formulas by which Margin requirements are calculated on the Trading Platform. The Client acknowledges that trading on margin carries a high level of risk and may result in the total loss of deposited funds.

5.3 Unilateral Amendments to Margin Tiers: The Company retains the absolute right to amend, increase, or modify Margin requirements at any time with or without prior notice to the Client, depending on prevailing market situations, liquidity constraints, or volatile market conditions. The Client explicitly acknowledges and agrees that any such updated Margin requirements may be applied instantly by the Company to both newly initiated transactions and active, already opened trading positions.

5.4 Hedging Volume Increases: Any increase in the volume of hedged (locked) positions within the Client's account(s) (specifically for Underlying Assets that are subject to Hedged Margin rules under the contract specifications) shall result in a corresponding reduction of Margin requirements for those specific new hedging orders.

5.5 Hedging Volume Reductions: Any reduction, partial closure, or liquidation of hedged (locked) positions within the Client's account(s) shall be treated algorithmically by the trading server as the initiation of a new trading position. This action will result in a proportional modification and re-calculation of the Margin requirements applied to all remaining open positions for the corresponding financial instrument.

5.6 Accessibility of Specifications and Forced Liquidation: The specific Margin requirements, leverage ratios, and contract specifications applicable to various contract categories (CFDs) are continuously accessible in the Contract Specifications or Trading Instruments section on the Company's official website. If at any time the account Equity falls below the mandatory thresholds specified in the contract specifications, the Company shall execute mandatory position closures (Stop Out) without the Client's consent or prior notification, strictly in accordance with the operational procedures outlined in Section 4.6 of this Agreement.

5.7 Trading Restrictions during Margin Call: If a Margin Call notification is triggered and displayed within the Trading Platform, the Client's ability to open new trading positions shall be automatically restricted, except for specific risk-reducing transactions permitted by the Company (such as opening matching hedged positions strictly for the purpose of reducing overall Margin requirements). If the account Equity continues to deteriorate and breaches the mandatory Stop Out thresholds, the Trading Platform shall execute forced liquidations of active positions commencing with the position carrying the largest floating loss, in strict compliance with Section 4.6 of this Agreement.

5.8 Margin Replenishment Currency: Any and all Margin deposits, account replenishments, or capital injections intended to support open positions must be executed using approved monetary funds denominated strictly in the base Currency of the respective Client Account.

6. Order Description

6.1. Pending Order types on the Headway trading platform(s).

6.1.1. The following pending orders can be used to open/close a position:

- a) “Buy Stop” – expects to open a position to buy at a higher quote than the current price at the moment of the order placement;
- b) “Sell Stop” – expects to open a position to sell at a lower quote than the current price at the moment of the order placement;
- c) “Buy Limit” – expects to open a position to buy at a lower quote than the current price at the moment of the order placement;
- d) “Sell Limit” – expects to open a position to sell at a higher quote than the current price at the moment of the order placement.
- e) “Stop Loss” – expects to close a previously opened position at a quote less profitable for the Client, than the current price at the moment of the order placement;
- f) “Take Profit” – expects to close a previously opened position at a quote more profitable for the Client than the current price at the moment of the order placement.

6.2. Time of placement and validity period of orders

6.2.1. Placement, modification and removal of orders by the Client shall be performed only during the period when trading the financial instrument is allowed. Trading hours for each financial instrument is stated in the contract specifications.

6.2.2. Should irregular market conditions occur, trading operations for certain financial instruments may be stopped mandatorily, until the causes of irregular market conditions are removed.

6.2.3. All pending orders have the GTC status (“Good Till Canceled”) and remain valid until executed, canceled by the Client, or otherwise terminated in accordance with these Terms. The Client may set a specific expiration date and time for a pending order by specifying the relevant date and time in the “Expiry” field. “Stop Loss” and “Take Profit” orders do not have an expiration time and remain active for as long as the associated position remains open, unless modified or canceled by the Client.

6.3. Pending order placement.

6.3.1. When the Client submits a pending order the following parameters are to be determined:

- a) Name of the financial instrument (Symbol);
- b) Volume;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
- d) Order quote (at price).

6.3.2. Additional optional parameters for submitting a pending order:

- a) Stop Loss level of a pending order. 0.0000 value means that Stop Loss is not set (or deleted if it was submitted earlier).
- b) Take Profit level of a pending order. 0.0000 value means that Take Profit is not set (or deleted if it was submitted earlier).
- c) Date and time of pending order validity (expiration date).

6.3.3. The trading server may decline an order if the value of one or several required parameters is missing or wrong.

6.3.4. When the Client submits an order to place "Stop Loss" and "Take Profit" for open positions the following parameters are to be determined:

- a) Ticker of the open position for which the orders are placed;
- b) "Stop Loss" order level. 0.0000 value means that "Stop Loss" is not set (or deleted if it was specified earlier);
- c) "Take Profit" order level. 0.0000 value means that "Take Profit" is not set (or deleted if it was specified earlier).

6.3.5. Orders of all types cannot be placed closer than the stated minimum number of points to the current market quote. The minimum distance in points (Stop Level) for each financial instrument is stated in the contract specifications.

6.3.5.1. During irregular market conditions, the Company reserves the right to increase the applicable Stop Level requirements.

6.3.6. Requests for order closure or modification. If the current quote is closer than the "Stop Level" value allowance, the request will be declined with the comment: "Modification disabled. The order is too close to the market" or "No quote".

6.3.7. Requests to set, modify or delete a pending order. If the current quote is closer than the "Stop Level" value allowance, the request will be declined with the comment: "Invalid S/L or T/P" or "No quote".

6.3.8. When a note about an order placement appears in the server log-file, it means that the Client order has been processed and the order is placed.

6.3.9. Every pending order receives a ticker.

6.3.10. If an order for placement is received for processing before the first quote appears on the trading platform, it will be declined by the trading server. The window "No price/Trading is forbidden" will appear in the trading terminal.

6.4. Orders modification and deletion

6.4.1. When the Client submits an order to modify parameters of a pending order (quote of the pending order, Stop Loss and Take Profit for this pending order, expiration date/time) the following parameters are to be defined:

- a) Ticker;
- b) Price level;
- c) Stop Loss / Take Profit order level. 0.0000 value means that Stop Loss and Take Profit is not set (or deleted if it was placed earlier).

The trading server is entitled to cancel an order if the wrong value of one or several parameters has been given.

6.4.2. When the Client submits an order to modify the Stop Loss and Take Profit orders for an open position, the following parameters are to be defined:

- a) Ticker of the open position;
- b) Stop Loss order level. 0.0000 value means that Stop Loss is not set (or deleted if it was placed earlier);
- c) Take Profit order level. 0.0000 value means that Take Profit is not set (or deleted if it was placed earlier).

6.4.3. When the Client submits an order to delete a pending order, he/she needs to state the ticker of the order to be deleted.

6.4.4. When a note about modifying or deleting an order appears in the server log-file, the Client's order to modify or delete the order is considered processed, and the order is considered to be modified or deleted.

6.4.5. A trading server may decline a modification or deletion of an order if it was submitted for processing before the

first quote on the trading platform at market opening. If a Broker processes the Client's order by mistake, the order modification or deletion may be canceled. In this case the Client will receive a notification via email or the trading terminal.

6.4.6. If three months have passed after a Client submitted a pending order, and the account has an insufficient margin level to open the order, the Company has the right to delete the pending order from the account without prior notice.

6.5. Order execution

6.5.1. An order is executed in the following cases:

- a) "Buy Limit" order the quote has to be below the current market price. The trader believes that after the price drops to a certain level it will start rising again;
- b) "Sell Limit" order the quote has to be above the current market price. The trader believes that after the price rises to a certain level it will start decreasing again;
- c) "Buy Stop" order the quote has to be above the current market price. The trader believes that if the price rises to a certain level it will continue to rise;
- d) "Sell Stop" order the quote has to be below the current market price. The trader believes that once the price drops to a certain level it will continue to decrease;
- e) "Take Profit" is a pending order that is set for an order to close at a specific quote to collect profit;
- f) "Stop Loss" is a pending order that is set for an order to close at a specific quote to limit losses.

6.5.2. In the event of a Price Gap, orders shall be processed and executed in accordance with the following rules:

(a) "Buy Limit", "Sell Limit", and "Take Profit" orders with an execution level within the Price Gap shall be executed at the price specified in the respective order;

(b) "Buy Stop", "Sell Stop", and "Stop Loss" orders with an execution level within the Price Gap shall be executed at an available market price after the Price Gap, subject to the applicable order processing and execution rules set forth in this Agreement;

(c) If a pending order is activated as a result of a Price Gap and the associated "Take Profit" level falls within that Price Gap, the "Take Profit" setting shall be canceled upon opening of the position;

(d) In all other cases, including the opening or closing of market orders during or following a Price Gap, orders shall be processed and executed in accordance with the general order processing and execution rules set forth in this Agreement and at the market prices available at the time of execution.

(e) If a Price Gap exceeds 300 pips and a trading profit is generated directly from its execution, the Company reserves the right to limit and cap the profit for such an order at a maximum of 300 pips. In specific instances involving minor price discrepancies, orders may be executed in standard operational mode.

6.5.3. Order execution market conditions:

- a) In regular market conditions the order is executed by the Company at the price specified in the order.
- b) If the order is executed in irregular market conditions, the order execution price may differ from the one specified in the order, either in favor of the Client or not.

6.5.4. In case any two of the following conditions are met simultaneously on the Client's account:

- a) Margin level does not exceed the consequent of the leverage ratio currently set on the account;
- b) 60% or more total position volume is placed on one (1) trading instrument and in the same direction (buy or sell);
- c) The part of the total position has been formed within a 24-hour period before the market closes.

The Company is entitled to set a "Take Profit" for orders, included in the total position at the Ask price level when the

market is closing for the trading instrument minus one point (for Sell orders) or at the Bid price level when the market is closing for the trading instrument plus one point (for Buy orders).

7. Commissions, Swap and other costs

7.1 The Client shall pay to the Company commissions and other costs in the amounts stated in the Trading Instrument specifications. The Company publishes the amount of all current commissions and other costs on the Company's website <https://hw.site/>.

7.2 The Company is entitled to change the size of commissions and other costs without prior notification of the Client. All changes are published on the Company website in the "Company news" and/or in the "Trading Instruments" section.

7.3 Swap-free accounts are provided to Clients on the following terms:

- a) Swap-free accounts are available for clients from Islamic countries by default;
- b) Swap-free accounts are available for clients from non-Islamic countries, if needed please contact **care@hw.site**;
- c) For long-term strategies, when the position remains open for more than two (2) days, the Company reserves the right to charge a fixed fee for the total number of days during which the order remains open. The required fee is fixed and determined as the value of one (1) point of the transaction in US dollars, multiplied by the size of the currency pair swap point of the order. This fee is not an interest and depends on whether it is a Buy or Sell order;
- d) The company reserves the right to refuse to provide a Client with swap-free services as well as debit the fee from his/her trading account at any time;
- e) The swap-free option is not available for trading on Stocks, Forex Exotic pairs, Indices, Energies and Cryptocurrencies;
- f) The company has the right to cancel swap-free status and debit standards swaps in the following cases:
 - I. the use of swap-free account for performing arbitrage orders;
 - II. the use of Carry trade-related strategies;
 - III. intentional use of the swap-free option to make additional profit.

7.4 In the event that an Instrument becomes subject to a corporate event as set out below, the Company will take the appropriate steps to adjust your trading account for the effect of the event on your position, preserving the economic equivalent of the rights and obligations attached to your transaction and/or contract with the Company, on the ex-date of the event (i.e., the day the affected instrument's price will incorporate the effect of the event).

Corporate events shall include the following:

(a) Dividends; if an underlying instrument grants dividends (CFD Cash Index or stock), a cash adjustment will be made, equivalent to that paid to clients with an open position in the Underlying Instrument. The operation of accruing or writing off dividends is performed as a separate balance sheet operation and depends on the direction of the position. If the position is Sell, the dividend sum is written off; if it is Buy, the dividend sum is accrued. We try to make such adjustments as timely as possible. However, as we are dependent on notification from an external third party, we shall not be liable for the consequences of any delayed adjustments.

(b) Takeovers or mergers (including spinoffs), depending on their terms may result in a cash adjustment similar to that of dividends;

(c) Any other event of a similar nature to the aforementioned events that may have a concentrating or dilutive effect on the market value of the instrument.

If the Company receives notice or becomes aware that the underlying instrument for any instrument held by you in the Account may be delisted and/or withdrawn and/or canceled from any exchange (or any part of any exchange) and the Company considers that it will be unable to provide instruments in respect thereof, it will endeavor to close any open orders on your behalf at such time, price and in such manner as it determines, including but not limited to on the basis of the last quotation available.

8. Communication between the Client and the Company

8.1 The Company may use any of the following methods of communication with the Client, as determined at its sole discretion:

- a) Trading Platform internal mail and/or Client Terminal;
- b) Company chat;
- c) The Company's Website;
- d) Personal Area;
- e) Email;
- f) Telephone;
- g) Video calls.

To contact the Client the Company shall use the information provided by the Client in their personal area according to the present Agreement's regulations.

8.2 The priority means of communication is Email.

8.3 Correspondence, such as documentation(s), announcement(s), notification(s), report(s), and others are considered to be accepted by the Client:

- a) One (1) hour after sending via email;
- b) Immediately after sending via internal email on the trading platform;
- c) Immediately after finishing a conversation by telephone;
- e) One (1) hour after placement it on the Company website.

8.4 To provide the security and confidentiality for all Clients trading operations made by the Client, the access to the Personal Area and Trading Terminal is secured by passwords. The Client is responsible for keeping his/her logins and passwords safe and secure.

8.5 Security of Credentials and Platform Access.

8.5.1 The Client bears sole responsibility for securing all devices, operating systems, and communication channels used to access the Personal Area and/or the Trading Platform. This includes, without limitation, creating, regularly updating, and strictly protecting passwords, utilizing secure web browsers, installing official security patches, and maintaining updated antivirus and anti-malware software on all relevant devices.

8.5.2 The Client shall strictly comply with all security instructions, protocol procedures, and technical directions regarding User Credentials for the Personal Area and/or the Trading Platform as notified by the Company from time to time.

8.5.3 When the Personal Area and/or the Trading Platform is accessed via the correct entry of the Client's unique User Credentials, the Client shall be deemed to have personally accessed the system. The Client bears absolute financial and legal liability for any and all trading operations, financial requests, and actions performed under such access. The Company shall not be held liable for any financial losses or unauthorized account modifications incurred by the Client as a result of a third party using their User Credentials, regardless of whether such access occurred with or without the Client's knowledge or consent.

8.5.4 In the event that the Client suspects, has reason to believe, or discovers that an unauthorized third party has compromised or gained access to their User Credentials, the Client must notify the Company immediately via Live Chat or by transmitting an emergency email to **care@hw.site**. Upon receipt of such validated notification, the Company shall suspend access to the Client's Personal Area and/or the Trading Platform as soon as reasonably practicable pending a full security investigation.

8.6 Telephone conversations and video calls between the Client and the Company may be recorded. Such records will

be the sole property of the Company and serve as conclusive evidence of the orders / instructions / requests / conversations or calls so recorded.

9. Claims: consideration, procedure and settlement.

9.1 Procedures of consideration and settlement of inquiries, disputes and claims.

9.1.1 If you have an inquiry regarding your account, or you are dissatisfied with our Services, you should first contact our Customer Care Department via e-mail at **care@hw.site** or visit the company live chat, as most issues can be dealt with at this level.

9.1.2 Any client who is not satisfied with the final response received by the Customer Care Department may complete and submit the attached Claim Form electronically to **claim@hw.site**. The Form must be filled out truthfully, completely and accurately. Additional information and/or clarification and/or evidence may be requested. All Client Claims submitted otherwise (not according to the **Claim Form**) will not be considered.

9.1.3 Claims are accepted within two (2) working days (Monday - Friday) since the moment the grounds for a claim appeared.

9.1.4 After submitting the Claim Form the Company will acknowledge receipt within five (5) working days (Monday - Friday). We will then carry out an impartial review of the matter and communicate to you the outcome of our investigation and propose remedial actions (if applicable) within ten (10) working days (Monday - Friday) from the date of our acknowledgement.

9.1.5 The Client shall hold negotiations and provide answers and supporting documents to all Company requests with good faith. A Client's full cooperation is required in order to finalize the claim. We may extend the claim's timeframe, place it on hold, or consider the matter as closed if you have failed to respond appropriately and/or within a reasonable timeframe or within the timeframe that we indicated.

9.1.6 If we are unable to reply within ten (10) working days (Monday - Friday), we will inform you of the reasons for the delay and indicate the period of time within which it is possible to complete the investigation.

9.1.7 The Client's claim shall be rejected and the Client's accounts may be closed if the following cases occur:

- a) The Client fails to answer any and/or all requests of the Company within five (5) working days (Monday - Friday) from the day they were sent by the Company;
- b) The Company discovers that the Client was using multiple devices while accessing the Company's platform and/or accessing the platform from multiple IPs which would be inconsistent with ordinary Client behavior and/or would raise suspicion that the Client's accounts were compromised and/or used by unauthorized Third Parties;
- c) The Company has reasonable grounds to believe that the Client willingly provided access to his accounts to Third Parties.

9.2 Source of information to prove validity of claim.

9.2.1 The Server log-file is the main source of information while considering claims. Information on the server log-file has absolute priority over other arguments while considering a claim, including information on the Client's terminal log-file.

9.2.2 If the server log-file does not contain the corresponding note proving the Client's intentions can serve as a basis to hold the claim invalid.

9.3 Payment compensation.

9.3.1 If the Client's claim is proven and a settlement is applicable, the compensation is executed only in the form of payment added to the Client's trading account.

9.3.2 The Company shall not compensate for non-pecuniary damage to the Client.

9.3.3 The Company will process the compensation payment to the Client's trading account within one (1) working day (Monday - Friday) from the moment of the claim's decision.

9.4 Claims: reasons for rejection.

9.4.1 Claim situations not stated in the present Agreement are considered by the Company according to the universal best practice.

9.4.2 Claim situations against not processed orders submitted during server scheduled maintenance are not accepted. Provided notification about such maintenance has been sent to the Client via internal email of the trading platform or via any other communication means stated in p. 8.1 of the present Agreement. Non-receipt of such notification(s) is not a ground for making a claim.

9.4.3 Claims against the time period of order execution are not accepted regardless of the time a Broker needed to execute an order, and regardless of the time when a notice about an order execution appeared in the server log-file.

9.4.4 If the Client's order is opened, closed or modified due to an off-market quote, the Company reserves the right to return the status of the order to the status before off-market quote.

9.4.5 The Company reserve the right to dismiss a claim which does not comply with the present Agreement and/or the Client did not comply with the provisions of the Client Agreement and/or the matter is not expressed accurately and/or it comprises obscene/rude words and/or includes offensive language, swear words, affective appraisal of the disputable matter and/or insults or threatens Headway or its representatives.

9.5 Claim Form

Please fill in the Claim Form p. 9.5 part A and B and submit it electronically to care@hw.site.

Fields marked with an asterisk () are mandatory*

A. General Client information:

*First name:
*Last (Family) name:
*Registration Email:
*Have you tried contacting our Client Care Department? <i>If not, we highly recommend that you try to reach us there first.</i>
If you answered Yes to the previous question, please provide us with the ticket # (if any), the name(s) of the HW Care agent(s) you communicated with, the date(s) when you contacted Headway Care and the outcome of your communication:

B. Claim Information:

*Date(s) of the incident(s):
Account number(s) (if applicable):
Order ticker number(s) (if applicable):
Dispute amount (please specify the currency) (if applicable):
*Describe the situation and reason for your claim in detail:
*How do you feel this claim can be settled/resolved?
*Please attach any supporting documentation/screenshots/evidence that may help us in resolving the claim.

10. Risks

10.1 The Client confirms that he/she is notified about risks related to performing trading operations on the world financial markets, including the risks from the following points below.

10.2 Leverage risk.

10.2.1 It is recommended to keep the Margin level at 100% or higher. It is also advised to set Stop Loss orders to eliminate potential losses.

10.2.2 When trading on Margin, a relatively small change of rate may strongly influence the Client trading account balance due to the effect of leverage. In the event of a market movement against the Client position, he/she can bear losses in the amount of the initial deposit and any other additional funds deposited to support open orders. The Client is fully liable for consideration of all risks, use of financial instruments and the choice of the relevant trading strategy.

10.2.3 The Client acknowledges that he/she runs a risk of incurring partial losses or all initial capital as a result of the purchase and/or sale of any financial instrument. The Client accepts that he/she is willing to undertake these risks and agrees that he/she will not be able to claim compensation for the lost funds.

10.3 Risk of financial instrument volatility.

10.3.1 A wide range of financial instruments have considerable change of rates during the day which provide a high probability of making profits as well as bearing losses during trading due to the volatility.

10.4 Technical risks.

10.4.1 The Client accepts risks of financial losses due to the failure of information, communication, electrical and other systems from the Client's side.

10.4.2 During trading by means of the trading terminal the Client accepts the risks of financial losses, which might occur due to:

- a) Failure in the hardware, software, and bad quality of connection from the Client's side;
- b) Malfunctioning of the Client's equipment;
- c) Wrong settings of the Client's trading terminal;
- d) Not update Client trading terminal version in time;
- e) Lack of Client knowledge about the instructions, described in the installed Client Terminal User Guide.

10.5 Risk of technical peculiarities of the trading platform.

10.5.1 The current quote(s) for the underlying financial instrument(s) are those calculated by the Company on the basis of the quote(s) received by the Company. All issues regarding the market prices determination lie within the sole cognizance of the Company.

10.5.2 The Client unconditionally accepts the quotes provided by the Company to its Clients as exclusively correct; no claims about the quotes provided by the Company being different from the quotes of other sources can be accepted for consideration.

10.5.3 The Company reserves the right to reconsider the provided quotes for any time period if, according to the Company, such quotes fall within the definition of an "Off-market quote", and/or "Irregular market conditions", and/or an "Obvious error" defined in the present Agreement and/or on the Company's website, and revise the financial results of the trading operation(s) executed at such quotes.

10.5.4 The Client accepts that trading is conducted via the trading platform of an independent third party. The Client accepts that the use of the trading platform for trading purposes may be subject to risks, including:

- a) Delays or incorrect execution of trading orders;
- b) Technical glitches or connection interruptions;
- c) Unavailability of the platform due to planned or unplanned technical maintenance;
- d) Delays in the execution and reflection of orders;
- e) Any situation arising from technology failures, glitches, or errors; and/or
- f) Any technology related and/or system related errors that were not caused by Headway.

The Company shall not be liable for any direct or indirect losses, damages, costs, or expenses arising from or in connection to such risks.

10.5.5 In case of trading platform technical problems, problems with quotes or terminal downtime, all charts and trading results may be considered on a case by case basis and may be adjusted in accordance with actual market prices.

10.5.6 The Client accepts that closing a window of submitting or modifying or removing an order as well as the window of opening/closing an order does not cancel the order which has already been submitted to the Broker for processing.

10.5.7 The Client accepts the risk of performing unplanned trading operations in the event of submitting an order a second time before receiving information about the results of the previous order processing by the Broker.

10.5.8 The Client accepts that in the event of submitting a pending order or Stop Loss and/or Take Profit orders for the level, equal to the current quote in the quote flow, the order will be executed only in the event when a new tick towards an order actuation will occur.

10.5.9 The Client agrees that trading operations using additional features of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on the trading terminal and the Company bears no responsibility whatsoever.

10.6 Risk of communication failure.

10.6.1 The Client acknowledges and is warned that unencrypted information sent via e-mail is not protected from unauthorized access.

10.6.2 The Client agrees that the Company has the right to delete messages received by the Client through internal mail of the client trading terminal within three (3) calendar days from the moment of the message being sent.

10.6.3 The Client is fully liable for keeping confidential information received from the Company and accepts risks of any financial losses caused by unauthorized access of third parties to the trading account.

10.7 Risk of transaction processing delay.

10.7.1 The Client accepts all risks associated with financial losses due to any transaction processing delays on the side of the bank or payment method/system(s).

10.7.2 In case of transaction processing delay, the Client is fully liable for consideration of all risks related to insufficient balance on the trading account and has the option of processing a payment via an alternative payment method/system.

10.8 Risk of Force Majeure circumstances.

10.8.1 The Client accepts the risks of financial losses caused by force majeure circumstances.

10.8.2 None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events such as but not limited to: government actions, civil unrest, war, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis, insurrection, international intervention, governmental action including, without any limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events, not depending on the will of any of the Parties.

10.8.3 The Party which due to the force majeure event(s) cannot meet its obligations or commitments, shall inform the counterparty about it in written form within five (5) days after the aforementioned events took place.

10.8.4 The facts mentioned in the notification (p. 10.8.3) must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from their responsibilities.

10.8.5 In case of the impossibility to meet the Party's obligations and commitments that last over six (6) months, the signed Agreement shall be canceled.

10.8.6 If the Company determines in its impartial opinion that a Force Majeure Event exists, the Company may without prior notice and at any time take or omit to take actions as the Company considers to be reasonably appropriate in the circumstances with regard to the position of the Company and the Client.

10.8.7 The Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

10.9 Risk of irregular market conditions.

10.9.1 The Client accepts that during any market conditions different from regular, the time of processing a Client's order(s) may increase, the spread may be widened, and the execution quote may be different from quote(s) in the flow.

11. Changes to Agreement

11.1 The Client is informed that this Agreement may be modified when a specific situation or circumstance will require such action.

11.2 The Client accepts the changes in the updated Agreement.

12. Acceptance

12.1 By registering in the Company the Client agrees, confirms and accepts the present Agreement in its entirety.