

# TRADEATF TERMS & CONDITIONS

## THE COMPANY

Bayline Trading Ltd (global.TradeATF.com) incorporated in Belize IBC Number 136,374 and licensed by International Financial Services Commission (“IFSC”) under authorization number IFSC/000188/250, and having its registered address at 35 Barrack Road, Unit 103M, Belize City, Belize (the “**Company**”).

Bayline Global World Ltd a company incorporated and existing under the laws of UK with Company No. SC517838 and its registered office address at 69 Brunswick Street, Edinburgh, United Kingdom, EH7 5HT, is a subsidiary of Bayline Trading Ltd.

According to the payment agent agreement between Bayline Trading Ltd and Bayline Global World Ltd, Bayline Global World Ltd is acting as a payment agent providing payment services to Bayline Trading Ltd.

- [General](#)

The following describes the terms and conditions upon which the Company offers access to its platforms to you the customer (“you”) and the use of its services (the “Agreement”).

This Agreement describes the terms, conditions, and risks applicable to your use of the Company services available within the trading platforms (the “platforms”). If you have any questions regarding this Agreement please contact Customer Support. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set forth below and those incorporated by reference, before you may become a customer of the Company. By continuing to access or use the platforms, you agree to follow the terms and conditions of this Agreement as they may apply to you.

This Agreement is effective upon acceptance in registration for newly registering customers. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access the Company services, and inform us in writing immediately.

- [Online Services Agreement](#)

This Agreement is made by and between the Company and you.

This Agreement applies to the trading platforms, as well as to the electronic content and or software currently contained on the platforms that supplies the customer with

real-time information about the exchange rate of: currencies, CFD's, commodities and stocks as well as with the program facilities for executing trading transactions in the foreign exchange market via the web, phone or fax, and any other features, content or services that the Company may add in the future (the "Services").

- [Membership Eligibility](#)

The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, our Services are not available to persons under the age of 18 or otherwise under legal age ("Minors"). If you are a Minor, you may not use this service. IF YOU DO NOT QUALIFY, PLEASE DO NOT USE OUR PLATFORM.

For the avoidance of doubt, we shall not be responsible for any unauthorized use by Minors of our Services in any way or manner.

The Company neither accepts customers within the US and Australia regions nor payments methods related to these countries.

The Company do not accept customers within Belize region.

Furthermore, our Services are available only to, and may only be used by individuals who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring financial contracts via this platform and have done so without relying on any information contained in this platform. You shall bear sole responsibility for any decision made and/or to be made by you relying on the content of the platform.

Without derogating from the above provision, we shall not be responsible for verifying and/or checking whether you possess such sufficient knowledge and/or experience, nor shall we be responsible for any damage and/or loss incurred by you due to and/or related to the platforms, transactions carried out by you and/or your use of the Services.

Without limiting the foregoing, our Services are not available where they are illegal to use, and The Company reserves the right to refuse and/or cancel Services to anyone at its own discretion.

- [Registration Information and Requirements](#)

When you register for the service, The Company will ask you to provide certain identifying information.

You are responsible for securing your Username and Password for your account with The Company. You hold sole responsibility for any damage caused due to any act or

omission by you causing the inappropriate or irregular use of your account.

You agree to provide true, accurate, current and complete information about yourself during the registration process, and you also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from The Company for any purpose. If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to this Agreement.

The Company will treat with care the information you entrust to it, in accordance with the disclosures it provides during the registration process and in its Privacy Policy.

- [Legal Restrictions](#)

Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of the platforms. For the avoidance of doubt, the ability to access our platforms does not necessarily mean that our Services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

You hereby declare that the money invested in your account with The Company does not originate from drug trafficking, abduction, or any other criminal or illegal activity.

- [Limited License](#)

The Company grants you a non-exclusive, non-transferable and limited personal license to access and use the platforms (the “License”). The License is conditioned on your continued compliance with the terms and conditions of this Agreement.

You agree not to resell or permit access of the platforms to others, and not to copy any materials appearing on the platforms for resale or for any other purpose to others without the prior written consent of The Company.

For the avoidance of doubt, you shall be responsible and bound by any unauthorized use of the platforms, made in breach of this section.

You agree to use the information received from the information systems of The Company for the sole purpose of executing transactions inside and within the platforms.

You further agree not to use any electronic communication feature of a Service on the platforms for any purpose that is unlawful, tortuous, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

The License granted under this Agreement will terminate if The Company believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each service or The Company establishes

that you have abused in any way (including but not limited to engaging in a transaction out of market rates) The Company trading platforms.

Upon such violation, you agree to cease accessing Services. You agree that The Company, at its sole discretion and with or without notice, may terminate your access to any or all Services, close your open transaction and remove and discard any information or content within a Service.

- [Risk Disclosure](#)

You agree to use the platforms at your own risk.

Without limiting the foregoing, the Services contained within these platforms are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in financial markets.

The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with Foreign exchange, CFD's, commodities and stocks on-line trading, and seek advice from an independent financial advisor if you have any doubts.

Trading CFD's and Foreign Exchange can put Client's capital at risk, especially if used in a speculative manner. CFD's and Foreign Exchange are categorized as high risk complex Financial Instruments and Clients may lose the amount invested. Trading CFDs and Foreign Exchange is not suitable for all investors.

The investment decisions made by the Clients are subject to various markets, currency, economic, political, business risks etc', and will not necessarily be profitable.

The Client acknowledges and without any reservation accepts that, notwithstanding any general information which may have been given by the Company, the value of any investment in Financial Instruments may fluctuate either upwards or downwards. The Client acknowledges and without any reservation accepts the existence of a substantial risk of incurring losses and damages as a result of buying or selling any Financial Instrument and acknowledges his willingness to take such risk.

Set out below is an outline of the major risks and other significant aspects of CFD's and Foreign Exchange trading:

1. Trading in CFD's and Foreign Exchange is VERY SPECULATIVE AND HIGHLY RISKY and is not suitable for all members of the general public but only for those investors who:  
understand and are willing to assume the economic, legal and other risks

involved; taking into account their personal financial circumstances, financial resources, life style and obligations are financially able to assume the loss of their entire investment; have the knowledge to understand CFD's and Foreign Exchange trading and the Underlying assets and Markets.

The Company will not provide the Client with any advice relating to CFD's or Foreign Exchange, the Underlying Assets and Markets or make investment recommendations including occasions where the Client shall request such advice and/or recommendation. However the Company may provide the Client with information and tools produced by third parties on an "as is" basis (i.e. the Company does not approve, or endorse, or affect the said information and or tools), which may be indicative of trading trends or trading opportunities. The Client accepts and understands that taking any actions based on the information and/or tools provided by third parties may result in losses and or general reduction of value of the Client's assets.

2. The Company does not accept liability for any such losses resulting from actions taken by the Client on the basis of information and or tools produced by third parties.
3. CFD's and Foreign Exchange are derivative financial instruments deriving their value from the prices of the underlying assets/markets in which they refer to (for example currency, equity indices, stocks, metals, indices futures, forwards etc.). It is important therefore that the Client understands the risks associated with trading in the relevant underlying asset/ market because fluctuations in the price of the underlying asset/ market will affect the profitability of his trade.
4. Information of the previous performance of CFD's or Foreign Exchange, the Underlying Assets and Markets does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of CFD's and Foreign Exchange trading, to which the said information refers.
5. Some Financial Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses. The price of a Financial Instrument is derived from the price of the Underlying Asset in which the Financial Instruments refers to. Financial Instruments and related Underlying Markets can be highly volatile. The prices of Financial Instruments and the Underlying Asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions it may be impossible for a Client Order to be executed at declared prices leading to losses. The prices of Financial Instruments and the Underlying Assets will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international

political and economic events and the prevailing psychological characteristics of the relevant market place.

6. Liquidity risk refers to the capacity to readily monetize assets without suffering a significant discount in their prices. The Client accepts and acknowledges that the Underlying Instruments on some Derivative Products on offer by the Company may be inherently illiquid or sometimes face persistent liquidity strains due to adverse market conditions. Illiquid Underlying Assets may exhibit high levels of volatility in their prices and consequently a higher degree of risk, this typically leads to larger gaps in ASK and BID prices for an Underlying Instrument than would otherwise prevail under liquid market conditions. These large gaps may be reflected on the prices of the Derivative Product the Company offers.

CFD's and Foreign Exchange offered by the Company are off-exchange transactions (i.e. over-the-counter). The trading conditions are set by us (in line with the trading conditions received by our liquidity providers), subject to any obligations we have to provide best execution, to act reasonably and in accordance with our Client Agreement and with our Best Interest and Order Execution Policy. Each position within CFD and Foreign Exchange instruments that the Client opens through our Trading Platform results in the entering of an Order with the Company; such Orders can only be closed with the Company and are not transferable to any other person.

While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an Open Position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what a fair price is.

The Company is using an Online Trading System for transactions in CFD's and Foreign Exchange which does not fall into the definition of a recognized exchange or Multilateral Trading Facility and so do not have the same protection.

7. The Transactions in the Financial Instruments offered by the Company are not currently subject to exchange or clearing house requirements/obligations.
8. It is understood that the Client has no rights or obligations in respect to the Underlying Assets/Instruments relating to the CFD's or Foreign Exchange he is trading. There is no delivery of the Underlying Asset.
9. Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules

of the relevant exchange trading is suspended or restricted. Placing a Stop Loss will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price. In addition, under certain market conditions the execution of a Stop Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.

10. Slippage is the difference between the expected price of a Transaction in a CFD or Foreign Exchange, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

#### **INFORMATION ON RISKS SPECIFICALLY ASSOCIATED WITH CFDs:**

- CFD's and Foreign Exchange available for trading with the Company are non-deliverable/transactions giving an opportunity to make profit on changes in the Underlying Asset (stocks, currencies, commodities, precious metals and any other asset according to the Company's discretion from time to time). If the Underlying Asset movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit but also any additional commissions and other expenses may be incurred. So, the Client must not enter CFD's and Foreign Exchange trading, unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

Investing in CFD's and Foreign Exchange, carries risks and the Client should be aware of these risks. Transactions in CFD's and Foreign Exchange may also have a contingent liability and the Client should be aware of the implications of this.

#### Leverage and Gearing:

In order to place CFD's and Foreign Exchange Orders, the Client is required to maintain a margin. Margin is usually a relatively modest proportion of the overall contract value. This means that the Client will be trading using "leverage" or "gearing". This means a relatively small market movement can lead to a proportionately much larger movement in the value of the Client's position, and this can work either against the Client or for the Client.

At all times during which the Client opens trades, they must maintain enough equity, consider all running profits and losses, for meeting the margin requirements. If the market moves against the Client's position and/or Margin requirements are increased,



the Client may be called upon to deposit additional funds on short notice to maintain his position. Failing to comply with a request for a deposit of additional funds, may result in closure of his position(s) by the Company on his behalf.

It is important that you monitor your positions closely because the effect of leverage and gearing speed the occurrence of profits or losses. It is your responsibility to monitor your trades and while you have open trades you should always be in a position to do so.

The Client acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of CFD's may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the Underlying Market can have a disproportionately dramatic effect on the Client's trade. If the Underlying Market movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit but also expose the Client to a large additional loss.

- 

The Company may change its Margin requirements, according to the provisions of the Client Agreement.

1. Contingent liabilities are potential obligations that may be assumed by the Client depending on the outcome of an event that was beyond any person's control and/or expectations. For example in case whereby due to extreme volatility of the underlying instrument the Client has sustained losses that exceed his balance with the Company (i.e. he has generated a negative balance with the Company), the Client may be then called to pay an amount equal to these losses.
2. The Company makes available certain Orders (e.g. "stop-loss" orders, where permitted under local law, or "stop-limit" Orders), which are intended to limit losses to certain amounts. Such Orders may not be adequate given that markets conditions make it impossible to execute such Orders, e.g. due to illiquidity in the market. We aim to deal with such Orders fairly and promptly but the time taken to fill the Order and level at which the Order is filled depends upon the underlying market. In fast-moving markets a price for the level of your Order might not be available, or the market might move quickly and significantly away from the stop level before we fill it.



Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions. Therefore Stop Limit and Stop Loss Orders cannot guarantee the limit of loss.

The swap rate is mainly dependent on the level of interest rates as well as the Company's fee for having an open position overnight. The Company has the discretion to change the level of the swap rate on each CFD at any given time and the Client acknowledges that he will be informed by the Company's platform.

- [Financial Information](#)

TradeATF may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information").

Financial Information provided on this platform is not intended as investment advice. TradeATF does not endorse or approve the Financial Information, and we make it available to you only as a service for your own convenience. TradeATF and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

Financial Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither TradeATF nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

It is your duty to verify the reliability of the information on the platform and its suitability to your needs. We exclude any liability for any claim, loss or damage of any kind allegedly caused by information presented on the platform or referred to by the platform.

- [Links](#)

TradeATF may provide a link to other sites that are controlled or offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers.

TradeATF cautions you to ensure that you understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet.

Links to these Websites are provided solely for your convenience, and you agree that under no circumstances will you hold TradeATF liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

- [Cancelation of trades or suspension of account of trading activities](#)

TradeATF reserves the right to suspend the operation of this platform or sections thereof under the following circumstances:

1. When, as a result of political, economic, military or monetary events (including unusual market volatility or illiquidity) or any circumstances outside the control, responsibility and power of TradeATF, the continued operation of this Trading Platform shall not be reasonably practicable without materially and adversely affecting and prejudicing your interests or TradeATF, or if, in the sole discretion of TradeATF, a price cannot be calculated for financial betting contracts; or

2. When there is a breakdown in the means of communication normally employed in determining the price or value of any of the financial betting contracts or where the price or value of any of the financial betting contracts cannot be promptly or accurately ascertained; or;

3. When TradeATF has reason to suspect that the Trading Platform was abused by you or that you have used some means in order to affect or manipulate the Trading Platform in general or the price of a specific Contract in particular. TradeATF can and will terminate and or cancel transaction or reverse those trades that it finds were manipulated or employed fraudulent means. If fraud is suspected, TradeATF will temporarily suspend the account and freeze all assets and trades and will take up to 90 days to review the trades. If fraud or manipulation is verified the account will be terminated and all assets will be frozen permanently.

4. Under such circumstances, other than in the case of abuse or manipulation of the Trading Platform, TradeATF may at its sole discretion (with or without notice) close out your open financial betting contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against TradeATF in connection thereto.

In case of abuse or manipulation of the Trading Platform, TradeATF may at its sole discretion take any measures it deems fit and appropriate under the said circumstances.

5. You understand that the trading facilities provided by the Trading Platform, may be halted or suspended at any time without a prior notice due to circumstances beyond the control of TradeATF in such an event, TradeATF or an authorized party on its behalf may close any open positions and/or trades you may have (by performing a Reverse Transaction) without prior written notice being sent to you, at fair market value reflecting, as closely as possible, the applicable prices of the relevant Contracts. You hereby waive any claims of indemnification / suits / causes of action against

TradeATF in such an event and acknowledge that such waiver is a pre-condition to the validity of this Agreement.

6. TradeATF reserves the right, provided a prior written notice to this effect has been sent to you, to cancel any Transaction that due to a Trading Platform and/or human error, whether under the control of TradeATF or not, has been executed at a price which at the time of the Transaction was not the indicative and/or accurate price of that said Financial Contract created by the transaction.

7. If over a period of 30 (thirty) days no trading transactions are processed over a trading account, the account will be considered as “inactive” or “dormant”. As “no trading transactions” we consider when:

- No funds were deposited within 30 (thirty) consecutive days in the specific account, or
- No Trades / Positions have been executed or are Open or Pending within last 30 (thirty) consecutive days through the specific Account.

A trading account receives the status “dormant” on the first business day after 30 (thirty) days transaction-free. As soon as the trading account has received the status “dormant”:

(i) From the 31(thirty one) day of inactivity onwards a dormant account administration fee of €250 or equivalent in other currency will apply on every 30 (thirty) days of inactivity, including without limitation, for the first 30 (thirty) days of inactivity.

(ii) From the 61(sixty one) day of inactivity onwards a dormant account administration fee of €500 or equivalent in other currency will apply.

(iii) From the 91(ninety one) day of inactivity onwards a dormant account administration fee of €1,000 or equivalent in other currency will apply on every 30 (thirty) days of inactivity

(iv) From the 181(one hundred eighty one) day of inactivity onwards a dormant account administration fee of €2,000 (or equivalent in other currency) per month will apply on every 30 (thirty) days of inactivity

(v) From the 271(two hundred seventy one) day of inactivity onwards a dormant account administration fee of €5,000 (or equivalent in other currency) per month will apply on every 30 (thirty) days of inactivity

The deduction will take place every month, until the balance of the Dormant Account has reached zero (0).

Dormant Accounts with a zero (0) balance will be de-activated and will remain in the Dormant Accounts Group.

In the event that the client wishes to re-activate his/her Trading Account, that is,

deposit new funds and/or start trading, within the timeframe during which the Dormant Account administration fee is being applied, we will cease to deduct the Dormant Account Administration Fee, but we will not refund any Dormant Account Administration Fees deducted from the Clients Account.

It is made clear that for Accounts which have Base Currency other than EUR, the deduction of applicable administrative fee will be converted to the specific Base Currency.

Trading Orders can be inputted, executed and (if allowed) changed or removed within the trading time from [22:00 Sunday to 22:00 Friday] Central European Time (CET) and if they are not executed they shall remain effective through the next trading sessions, up to a period of 30 days, (as applicable) .Trading Orders shall be valid in accordance with the type and time of the given Trading Order, as specified by the Client. If the time of validity of the Trading Order is not specified, it shall be valid for a period of 30 days. Any pending Orders shall be considered as cancelled and null upon the expiration of the validity period specified above.

- [Withdrawal Policy](#)

We, at TradeATF, are fully aware that our clients' ultimate goal is to realize their profits. Therefore, TradeATF have designated a special unit within our fi