

HF Markets (Europe) Ltd

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HF Markets (Europe) Ltd SMS SERVICE TERMS & CONDITIONS

Regulated by the Cyprus Securities and Exchange Commission (CySEC) License Number 183/12 - Registration Number 277582

SMS Service Terms and Conditions

The SMS Service is a subscription service that is offered as a complimentary benefit to all Live Account Clients who meet specific deposit and balance requirements.

1. Introduction

- 1.1. The SMS Service is available to all of the Company's Clients who have satisfied the criteria for this SMS Service as set out in paragraph 1.2 of the SMS Service Terms and Conditions.
- 1.2. In order for a Client to be eligible to participate in the SMS Service he must have opened a myHotForex account with the Company as per the Account Opening Agreement and he must have completed the age of 18 or the legal age applied in his country of residence or otherwise must not be considered as a "minor" in his country of residence.
- 1.3. The Client hereby acknowledges, confirms and accepts to be legally bound by the Terms and Conditions as set out in this SMS Service and/or any other legally binding Agreement between him and the Company.

2. Commencement Date and promotional period

2.1. The SMS Service will run indefinitely from 1st of March 2015.

3. Terms and Conditions

- 3.1. The SMS Service is offered on a complimentary basis subject to the Client meeting specific deposit and balance requirements.
- 3.2. In order for the Client to apply for the SMS Service, at the time of registration, the Client's myHotForex account must have a balance of 1,000 USD/ 925 EUR/ 4,000 PLN in his myWallet and/or live trading accounts (bonus excluded).
- 3.3. The Net deposit amount within the last 30 (thirty) days on a specific myHotForex account must exceed an amount of 1,000 USD/ 925 EUR/ 4,000 PLN.
- 3.4. The SMS Service is comprised of Trading Central Updates and Flash Updates.

- 3.5. The trading volume for each Client's account is updated on a daily basis. In the event that a Client ceases to meet the requirements to receive updates, you will receive an SMS from the Company informing you of that fact.
- 3.6. In case the balance volume requirement of Client's account is no longer met, system will resume sending SMS messages to this Client for the next 10 (ten) days. If Client's account volume is not increased to 1,000 USD/ 925 EUR/ 4,000 PLN, after this period, the system will automatically remove the specific Client from the SMS Service and no new SMS messages will be sent out to his mobile phone number.
- 3.7. To activate the SMS subscription services, the Client must complete the verification process via the myHotForex Client Portal.
- 3.8. To subscribe for this service the Client must enter the code sent to his/ her registered mobile telephone number into the box indicated in the myHotforex Client Area. Please note that the verification code can be sent two (2) times only. For more details on how to change the registered mobile telephone number of the Client that the Company holds in its records please see section 3.9.
- 3.9. The mobile telephone number that will be used for verification purposes is the number that the Client provided during account registration. The Client should contact <u>support@hfeu.com</u> to update his account, if the number that is held in the Company's records is: a) a landline; b) incorrect; c) no longer in use.
- 3.10. Information provided as part of the SMS Service is indicative and should not be construed in any way or form as trading advice.
- 3.11. All messages sent as part of this service will be time stamped in GMT. Receipt of messages is subject to the mobile network provider of each Client and the Client should be aware that delays may occur. The Company will not be held liable for non-receipt of messages.
- 3.12. The Company will bear the initial cost of sending SMS messages to the Client. However, the Company will not bear any responsibility for any additional charges imposed by the Client's network provider for receiving incoming messages, roaming charges or any other charge.
- 3.13. To unsubscribe form the SMS Service, the Client should send an email to support@hfeu.com.

4. Termination

4.1. The Company reserves the right to contact the Client on the telephone number used for verification purposes. If the Company suspects or has reason to believe that the Client has abused the Terms and Conditions of the SMS Service by providing a false mobile telephone number or the telephone number of a third party, the Company reserves the right, at its absolute discretion, to cancel the SMS Service without the Client's prior consent and with immediate effect.

5. Legal Information

- 5.1. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, it is possible for Clients to lose all of their invested capital. These products may not be suitable for all investors and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.
- 5.2. The Company reserves the right, at its absolute discretion, to unilaterally modify or terminate this Service or any of the Terms and Conditions included herein, at any time, without the Client's prior consent.

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