

**EFFECTIVE FROM 05.01.2014**

**CLIENT AGREEMENT – Standard "Terms and Conditions"**

This Client Agreement, as amended occasionally, will apply from **05.01.2014**.

**1. Scope of this Agreement**

This Agreement determines the contractual relationship between **AL FAHAD FORTUNE TRADING LLC** ("we") and the Client ("you"). You should read carefully, understand and agree with this Agreement's terms before entering into a contractual relationship with us.

This Agreement is effective upon acceptance of the terms in:

- a) Registration of new Members / Customers / Partners
- b) On an ongoing basis, during the operation and usage of our services

**2. The Company**

**AL FAHAD FORTUNE TRADING LLC** is a company incorporated in Dubai, United Arab Emirates, registered at 1009, NAWRAS TOWER, AL QUSAIS 1, PO Box 239117, Dubai, United Arab Emirates.

**3. Our Activities**

AL FAHAD FORTUNE TRADING LLC is an IT/Software development and Trading Company engaged in designing, developing, distributing and marketing Software solutions for Business and Wealth Management in UAE and other countries using the internet as a data communication medium. We develop straightforward and user-friendly online Software Solutions for helping Businesses and private investors, especially Online Global Financial Markets Traders, grow their trading accounts electronically without human intervention.

**4. Getting our Services**

**4.1 Registration**

To hire and use our software services on your trading account, you would need to register yourself as our customer with the terms available on <https://wealth-builder.biz/terms-and-conditions> and wait for our approval to activate our software on your account.

You agree to provide accurate, current and complete information about yourself during registration. If you are an authorised representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required to obtain, verify, and record information identifying each person registered with us.

You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential.

**4.2 Authorization**

The account holder(s) (the "Customer") hereby fully authorises AL FAHAD FORTUNE TRADING LLC to install their proprietary Software on the Customer's Live Trading account to purchase and sell contracts in over-the-counter foreign exchange, bullion and contracts for difference ("Instruments"), on margin or otherwise for the Customer's trading account held with forex broker for which the detailed information is provided by Customer in the portal and 'Order/Authorization Form'. (The 'Account')

The Customer hereby agrees to indemnify and hold AL FAHAD FORTUNE TRADING LLC, its affiliates, employees or agents and successors from and against any profits, losses, damages, costs and expenses, including software subscription fees, incurred by Customer due to Wealth Builder Software placing trades on Account.

Customers understand that it is their responsibility to properly evaluate and perform appropriate due diligence on Wealth Builder Software before hiring its subscription.

The customer undertakes to review the software's performance and suitability before subscribing to the software. The customer is solely responsible for evaluating their risk capital and appetite before subscribing to Software to perform trading over the Account. The customer further understands that they are also responsible for monitoring all trading activities conducted in the account by Software.

The customer understands that AL FAHAD FORTUNE TRADING LLC may not be authorised or registered under DFSA, DIFC, SCA or any other regulatory authority and may not be regulated, reviewed or monitored by any regulatory or governmental agency.

AL FAHAD FORTUNE TRADING LLC understands that it is responsible for monitoring all trading activities in the account performed by Software by the Customer's risk capital and risk appetite.

AL FAHAD FORTUNE TRADING LLC is not authorised to instruct the withdrawal of any money, securities, collateral, or any other asset in the name of the Customer.

The customer understands that AL FAHAD FORTUNE TRADING LLC may receive transaction-based compensation through commissions, fees, or rebates. The customer or broker may pay these types of compensation in the form of a widened spread, per round turn lot, or on a volume basis. These transaction-based compensations may constitute a conflict of interest as it may incentivise AL FAHAD FORTUNE TRADING LLC to configure their Software to trade the Customer's Account more frequently to generate more revenue.

Where you have been provided with a version of these Terms in a language other than English, the original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the English version provided shall prevail.

#### **4.3 VPS Service**

Against your purchase and authorisation, we will host your Forex Account along with our software authorised by your License credentials to one of the most suitable Virtual Private Server (VPS) available with maximum efficiency. By purchasing our VPS service, you unconditionally understand and agree that the best possible care is taken to host your Trading account with the most appropriate VPS; however, several limitations are rare to occur but beyond the control of VPS service and might negatively impact your account including but not limited to, lousy execution from your broker, abnormal slippage, lack of liquidity, technological failures like internet connection failure, hardware failure and other uncontrollable events. In All such events, you agree to indemnify AL FAHAD FORTUNE TRADING LLC for any profit and loss in your trading account.

You also unconditionally authorised us to update the 'master' and 'investor' passwords of your trading accounts for security purposes and understand that if you interfere with passwords, it will disconnect your trading account from our VPS and may cause severe loss to your account. We shall not be liable for such potential losses in any such case.

#### **4.4 Currency**

All amounts concerned for availing our Software services will be payable in United States Dollars (USD) OR Emirati Dirhams (AED)

#### **4.5 Payment Methods**

There are two primary methods of payment that you may choose among to make your purchases.

- Bank Cheque
- Bank transfer

### **5. Performance Policy**

#### **5.1 Capital Growth Estimation**

We estimate up to 100% growth on the Account's 'initial capital' at the time of subscription to the Wealth Builder Software service. This estimation is provided on the hypothetical projection of account growth during the 'contract' length of 12 months. If the growth is less than 100% on the initial capital, we will extend the contract length until the 100% growth is achieved.

#### **5.2 Growth through Realized Profits**

The 100% growth is estimated on the 'Realized Profits' only. The growth that is derived from the closed trading positions which are reflected in 'Account Balance'; for example, if the initial Account balance was USD 10,000 at the time of starting the Software Subscription contract, the Estimation covers the 'Account Balance' to be USD 20,000 at the time of Subscription Expiry. However, this Estimation doesn't cover the 'Unrealized Profits' caused by the open positions at the time of Subscription expiry. The customer agrees that 'Unrealized Profits' may have an amount of up to (-50%) of 'Account Balance', for example. The initial account balance was USD 10,000 at the start of the subscription. At the end of the Subscription, the Account Balance is USD 20,000. In this case, the 'Unrealized Profits' may have a negative figure of up to USD 5000, which will not be covered under estimations because the positions would be open and might need more time to realise profits.

PS: All figures quoted in clause 5.2 are for understanding and referral purposes, and all Actual Account Balances, Realized Profits, and estimated Growth figures would be calculated using the exact referral percentages on a pro-rata basis.

### **5.3 Drawdown, Subscription Cancellation Right & Refund**

Per our quality of estimations, we offer our customers the right to cancel the subscription if the drawdown reaches 50% of the last water-marked value (i.e., balance = equity). For example, if the net balance is USD 10,000 at the start or during the subscription, if the 'Account Balance', including the 'Unrealised Profits', reaches USD 8,000, the Customer can send us an official intimation of their intention to cancel their subscription, mentioning the reason, their Account details to [contactus@al-fahad.biz](mailto:contactus@al-fahad.biz)

We will respond to customer requests within 2 working days and will inform customers of our decision about their request. If we agree to cancel the Subscription, we will not process and accept any refund requests. We 'do not' have a refund policy.

However, given the contextual situation, the customer retains the right to terminate the service immediately.

### **5.4 Indemnification from Losses**

In case of a Subscription cancellation, the customer unconditionally indemnifies us against all losses in their Account. We will not be liable for the refund of the Subscription price paid to us nor for any losses in the trading account.

## **6. Termination of services**

You may terminate the contract after your purchase if you feel unsatisfactory with our Software performance under our Estimation policy upon proper written notice to our administrator at [contactus@al-fahad.biz](mailto:contactus@al-fahad.biz)

Please note that premature termination might cause a loss in your funds because our software is designed to achieve performance based on the period. If you terminate the contract, we will not be liable for losing your funds.

We also have full right to terminate your service upon the appropriate notice in case of non-payment of our services fee overdue more than 15 days from its due date.

We also hold full rights to cancel the contract between us without showing any reason with a written notice on your email address registered with us with a notice period of not less than 15 days and not exceeding 30 days.

## **7. Intellectual Property**

All intellectual property of our proprietary products and services belongs to us. We allow you only access and use of our portals and Software to perform trading transactions. Intellectual Property includes but is not limited to, copyright on materials, Systems and processes, source code, websites,

patents, designs, databases, patents, trademarks, methodology, know-how, trade secrets, business plans, promotional and marketing material, in any form. We retain all rights, titles, and interests in all our intellectual property rights arising from this agreement.

## **8. Use of the Software**

We grant you with exclusive and non-transferable license to access and use our proprietary software or third party utilities that we manage, and to benefit from our products and services. You shall not attempt to access or use our website, any utility and applications (i.e. the "System") that we own, or we manage for any purpose that is not expressly authorised by this Agreement, including but not limited to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent.

## **9. Unauthorised Activities**

You agree and acknowledge that you will not use our products and services for any Unauthorised Activity. "Unauthorised Activity" means any act, including but not limited to money laundering, arbitrage, or trading on off-market quotes or any other activity involving the purchase of Financial Products on one market for the immediate resale on another market to profit from a price discrepancy or price error. We retain the right to cancel or reserve any transaction and/or terminate our relationship with you, with immediate effect, where we reasonably believe such transaction involves an Unauthorised Activity.

## **10. Exclusion of Liability**

You must be over 18 years of age to enter into a contractual relationship with us.

You are aware that our services are currently provided solely electronically. We are not liable for any system failure, either from your side or ours, including but not limited to the internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference/access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third-party system. We cannot estimate that the software and/or the system we own or manage on behalf of a third party is uninterrupted, error-free, or available at all times.

You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

**IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, SYSTEM, PRODUCTS AND SERVICES, EXCEPT AS STATED IN THIS AGREEMENT.**

## 11. Indemnity

You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

You also agree to unconditionally indemnify us from all profits and losses in your account you authorised us to host on our VPS server. You will remain the sole owner of all profits and losses in your trading account on which our Software works.

## 12. Risk Warning

We are required by law to inform you that online trading is risky. Various factors, such as international currency price volatility, are very difficult to predict. Do not invest funds that are above your financial abilities. If you still wish to subscribe to our Software services, we will ask you to acknowledge that you know the financial risks.

## 13. Suspension of Services

In the unlikely event that we may need to suspend our services on our proprietary and third-party software, we will terminate our relationship with you and close all open positions reasonably soon. In such case, you unconditionally indemnify us from all profits and losses in your account and the balance subscription and support fee which you may have paid us in advance.

## 14. Data Processing – Privacy Policy

The personal data that we collect from you is safely stored via physical, electronic means and procedural controls, and it is treated CONFIDENTIAL at all times. Your security and data protection is our ultimate goal. We do not distribute, sell or transfer any data of its Clients to any unauthorized, non-affiliated to it, third parties. We may disclose data to third parties, always on a “need to know” basis, for the provision of specific services to us and our customers.

Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement.

## 15. Internal / External Links, Broadcasting and Information on our Website

On our website, you may see broadcasts and links to both internal and external websites, such as Live Financial News, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information about our services, to keep you up to date with the market news, and to give you some background information on the market. These links are not recommendations or advertisements by a third party, but they are to be used purely for information and reference. Hence, we do not assume any liability for the accuracy of such information or for the content of the links, and we are not bound by it.

You may be asked to register or subscribe before viewing the content of external links; it is at your

discretion to do so. We do not hold ourselves liable for the material of those links and/or any exposure your data may be subject to if you disclose personal information.

Notwithstanding the above, if you consider that certain content of external links may breach our rules and policies or are irrelevant to our business, please notify us by email.

We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented "as of the date published or indicated", and may be superseded by subsequent market events or for other reasons. In no circumstances can we Estimate the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

## **16. Taxation**

You may be liable to pay taxes arising out of trading activities in your account, usually related to the profits generated in your account, depending on the local jurisdictions in which you are a tax resident. We do not collect any taxes on the activities on your Account on your behalf. Also, we do not provide you with any tax advice, and we do not deal with any tax-related issues. Please address any tax-related concerns to your tax advisor.

We collect a 5% value-added tax on our agreed services fee for local clients in UAE.

## **17. Changes to this Agreement**

At our discretion, we may change any or all of the terms of this Agreement at any time and without prior notice. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

## **18. How to make a complaint**

If you have a complaint, please communicate it to us via email. Please visit <https://www.al-fahad.biz> for more details. You should rest assured that we will investigate the matter and take the necessary actions to assist you accordingly.

## **19. Hours of Support Service**

We supply support services to our users from 9:00 AM GMT to 5:00 PM GST (Gulf Standard Time) Monday to Friday through our online support option and telephone number published on our website.

## **20. Unforeseeable Events – Force Majeure**

We will not be liable for any failure in performance of the terms of this Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

## **21. Communication**

Your communication with us is by telephone or e-mail. Please note that our calls may be recorded to safeguard and protect your interests and for us to ensure the quality of our services. We may, but we are not obligated to retain any communication with you.

## **22. Legal notice**

This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## **23. Governing Law**

It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute or miscommunication will be initially addressed to your personal account manager, who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator appointed by both parties (us and you) in writing. The laws of Dubai, United Arab Emirates, govern this Agreement.

\*\*\*\*\* End of terms \*\*\*\*\*

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