



# TERMS AND CONDITIONS

These are the entire terms and conditions that apply to access and/or use of any of the website(s), Electronic Trading Platforms, Software and/or Services that are provided by Hispa Markets.

Hispa Markets brokerage services are provided by 'Hispa Mkts LTD (Operating with trading name Hispa Markets, [www.hispamarkets.com](http://www.hispamarkets.com)) with registration number 24162 with address at Cedar Hill Crest Villa, Kingstown, Saint Vincent and the Grenadines.

**Please read these Terms and conditions completely and carefully before accessing and/or using our Online Trading Facility. 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 out below, and those incorporated herein by reference, before you may become a client of Hispa Markets.**

Subject to the acceptance of terms and conditions of Customer's application to open an Account with HISPA MKTS LTD, Customer hereby authorizes HISPA MKTS LTD Group to maintain one or more Accounts in Customer's name and engage in FX transactions for Customer's Account in accordance with oral, written or electronic instructions by Customer and its officers, partners, principals, employees or other agents ("Representatives"). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold HISPA MKTS LTD harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from HISPA MKTS LTD's reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or wilful misconduct by HISPA MKTS LTD. Unless expressly stated otherwise in writing, all transactions entered into between HISPA MKTS LTD and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, HISPA MKTS LTD's Risk Disclosures and Trading Policies and Procedures).

#### ACCOUNTS 1.

ACCOUNT APPROVALS AND MAINTENANCE. 1000 EXTRA Group may reject Customer's application or close Customer's Account for any reason, at 1000 EXTRA LTD's sole and absolute discretion. HISPA MKTS LTD may require Customer to provide HISPA MKTS LTD with additional information or documentation in order for HISPA MKTS LTD to continue carrying Customer's Account. Customer acknowledges that 1000 EXTRA Group may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. HISPA MKTS LTD may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to HISPA MKTS LTD's Web site <http://www.hispamarkets.com>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of HISPA MKTS LTD.

## **JOINT ACCOUNT OWNERS.**

If this Account is held by more than one (1) person, all the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless HISPA MKTS LTD for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from 1000 EXTRA Group, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, HISPA MKTS LTD is authorized to take such action in regard to the Account, as HISPA MKTS LTD

may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify HISPA MKTS LTD immediately upon the death or legal incapacity of any joint owner. HISPA MKTS LTD may terminate this Agreement by written notice to any one of the joint owners. In the event that HISPA MKTS LTD receives a notice of a dispute between or conflicting instructions from joint account holders, HISPA MKTS LTD may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until HISPA MKTS LTD receives satisfactory documentations that the dispute has been resolved or all joint account holders give HISPA MKTS LTD instructions.

## **MARGINS AND DEPOSIT REQUIREMENTS.**

Customer shall provide and maintain margin in such amounts and in such forms as HISPA MKTS LTD, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer or any other deposit methods available such additional margin when and as required by HISPA MKTS LTD and will immediately meet all Margin Calls in such mode of transmission as HISPA MKTS LTD shall, in its sole discretion, designate. HISPA MKTS LTD may change margin requirements at any time without prior notice. HISPA MKTS LTD retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at HISPA MKTS LTD. HISPA MKTS LTD reserves the right to close any Customer positions at any time that it deems necessary. HISPA MKTS LTD shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

## **ROLLOVERS.**

HISPA MKTS LTD may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by HISPA MKTS LTD, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by customer basis, at HISPA MKTS LTD's sole discretion.

## **LIQUIDATION OF ACCOUNTS.**

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by HISPA MKTS LTD; (d) insufficient margin, or HISPA MKTS LTD's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide HISPA MKTS LTD any information requested pursuant to this Agreement; or (f) any other circumstances or developments that HISPA MKTS LTD deems appropriate for its protection.

Group's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

## **DISCLOSURE OF FINANCIAL INFORMATION.**

Customer represents and warrants that the financial information disclosed to HISPA MKTS LTD in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets Which Customer considers to be Risk Capital. Customer

recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform HISPA MKTS LTD if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

#### **DEPOSITS AND WITHDRAWALS.**

HISPA MKTS LTD shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and HISPA MKTS LTD shall be performed by wire, Automatic Clearing House ("ACH"), Credit card such as Visa or Mastercard or other method in which the identities of both the sending and receiving parties can be verified by HISPA MKTS LTD, in its sole discretion, shall deem appropriate.

HISPA MKTS LTD shall perform deposit/withdrawal transactions only between Customer's HISPA MKTS LTD Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to HISPA MKTS LTD. To prevent money laundering, fraud, and other unauthorized activity, HISPA MKTS LTD may limit Customer's withdrawal options. Withdrawal of funds can only be made to the same Credit Card with which the initial deposit or any of the deposits was made by the customer, or by the same method the customer used in order to deposit funds to his accounts.

In the case a withdrawal is requested by the client, it can take up to 3 business days to be approved by the pertinent department in 1000 EXTRA Group after the request has been verified and has meet all compliance standards in order to process the transaction. It can take up to 10 business days in order for to show up in your bank account and bank jurisdiction, it depends on your bank the length of time that will take for the funds to be shown in your bank statement.

#### **HISPA MKTS LTD RESPONSIBILITIES.**

HISPA MKTS LTD will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond HISPA MKTS LTD 's control or anticipation. HISPA MKTS LTD shall not be liable for losses arising from the default of any agent or any other party used by HISPA MKTS LTD under this agreement.

#### **CURRENCY FLUCTUATION RISK**

If Customer directs HISPA MKTS LTD to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which HISPA MKTS LTD may choose to accept, in such amounts as HISPA MKTS LTD may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and

(c) HISPA MKTS LTD is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by HISPA MKTS LTD in its sole discretion on the basis of then prevailing money market rates.

### **CROSS TRADE CONSENT**

Customer hereby acknowledges and agrees that HISPA MKTS LTD may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable laws and jurisdictions where the company is registered.

### **COMMUNICATIONS**

**GENERAL COMMUNICATIONS.** Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to HISPA MKTS LTD.

**E-MAIL AND ELECTRONIC COMMUNICATIONS.** All e-mails sent to and from HISPA MKTS LTD are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold HISPA MKTS LTD harmless for any delay in e-mail delivery regardless of whether the delay was caused by HISPA MKTS LTD or a third party. E-mail sent to and from a HISPA MKTS LTD address may be retained by HISPA MKTS LTD's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that HISPA MKTS LTD is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to HISPA MKTS LTD. Electronic communications with HISPA MKTS LTD via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by HISPA MKTS LTD .

### **COMPLIANCE**

**ANTI-MONEY LAUNDERING PROCEDURES.** Customer agrees to and acknowledges that HISPA MKTS LTD may conduct the following procedures at the time of the opening and throughout the existence of the Account: a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, HISPA MKTS LTD is required to obtain, verify, and record information that identifies each person who opens an Account with HISPA MKTS LTD.

When Customer opens an Account, HISPA MKTS LTD is required to collect information such as the following:

- 1) Customer's name;
- 2) date of birth;
- 3) permanent address; and
- 4) identification number.

HISPA MKTS LTD may verify Customer's identifying information by performing a credit check or requiring Customer to provide a driver's license or other identifying documents.

b. Monitoring. HISPA MKTS LTD may monitor the trading activity in Accounts to investigate or identify potential money laundering. The Customer may not, directly or indirectly, deposit money into the HISPA MKTS LTD trading Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the HISPA MKTS LTD trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's HISPA MKTS LTD trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

#### **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.**

All copyright, trademark, trade secret and other intellectual property rights in the HISPA MKTS LTD MetaTrader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of HISPA MKTS LTD and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of HISPA MKTS LTD and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

#### **RISK ACKNOWLEDGMENT.**

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FX contracts trading, and in consideration of HISPA MKTS LTD 's carrying his/her Account(s), Customer agrees not to hold HISPA MKTS LTD responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from

HISPA MKTS LTD or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her HISPA MKTS LTD Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

## **RECORDINGS.**

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and HISPA MKTS LTD personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or HISPA MKTS LTD. Customer understands that HISPA MKTS LTD destroys such recordings at regular intervals in accordance with HISPA MKTS LTD's established business procedures and Customer hereby consents to such destruction.

## **RISK DISCLOSURE STATEMENT.**

1. Trading in margined FX involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with HISPA MKTS LTD. Losses, in some cases, have the potential to extend beyond the Customer's Account Value. In consideration of HISPA MKTS LTD agreeing to enter into FX Contracts with its Customer(s) for this Account, HISPA MKTS LTD requires all the undersigned Customer(s) to analyse their financial objectives, financial status, investment constraints and tax situation to determine whether FX trading is suitable. In addition, we require our Customers to carefully read and acknowledge the HISPA MKTS LTD Risk Disclosure Statement that outlines without limitation the risks associated with trading margined FX through HISPA MKTS LTD. By signing this Agreement, the Customer understands and agrees that:

2. OTC Margined FX Trading involves a high amount of risk and is highly speculative. Customer(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with the trading in margined FX and are willing and able to assume the loss of their entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, they further agree that margined FX trading is not suitable for Retirement Funds. HISPA MKTS LTD encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.

## **PAYMENTS AND REFUND POLICY.**

HISPA MKTS LTD and all its sites use several Merchant Solutions ("Merchant Solutions") for online payment, order processing, order delivery, and other merchant solutions.

Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, HISPA MKTS LTD may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that HISPA MKTS LTD may charge your credit card for any



products purchased. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.

## **DEPOSITS AND WITHDRAWALS**

HISPA MKTS LTD shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and the company shall be performed by wire, Automatic Clearing House ("ACH"), Credit card such as Visa or Mastercard or other method in which the identities of both the sending and receiving parties can be verified by the company and HISPA MKTS LTD, in its sole discretion, shall deem appropriate. HISPA MKTS LTD shall perform deposit/withdrawal transactions only between Customer's HISPA MKTS LTD Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to HISPA MKTS LTD.

To prevent money laundering, fraud, and other unauthorized activity, the may limit Customer's withdrawal options. Withdrawal of funds can only be made to the same Credit Card with which the initial deposit or any of the deposits was made by the customer, or by the same method the customer used to deposit funds to his accounts. Withdrawals are subject to approval from the AML team and can take 2-5 business days to process, consider that it can take up to 10 business days to show in you bank statement and, in some cases, can take longer depending on the institutions you are banking with. Your withdrawal can be made effective if your extensions of equity allow it.