



TOPTRADER TERMS AND CONDITIONS

November 2015

1. Scope of Terms and Conditions

1.1. Goldenburg Group Limited ("the Company" or as ("TopTrader") is authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment Firm ("CIF") to offer the services and activities enlisted herein in this document, under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 144(I)/2007, as subsequently amended from time to time ("the Law").

1.2. The Company's CIF license number is 242/14.

1.3. The Company is registered in Cyprus under the Companies Law, with registration number HE 328474.

1.4. The Company's registered office is at 1 Siafi Street, Porto Bello BLD, 3042 Limassol, Cyprus.

1.5. By accessing our website, www.toptrader.com, visitors agreed with the Terms and Conditions mentioned bellow. The agreement describes and encompasses the entire agreement between the accessing visitor becoming a registered user and our company, which supersedes all prior or parallel agreements, representations or understandings with respect to our webpage, it's content and materials to be provided and the subject matter of this agreement.

1.6. Terms and Conditions cannot be negotiated as they override any agreements, arrangements, express or implied statements of Goldenburg Group, unless it is not solely described and determined by this documentation.

1.7. The agreement should remain in full force and affect during accessing the webpage.

1.8. Creating a profile on our website enables the users to communicate with other members. Before, please read the documentation carefully, as the terms becomes binding and all use might be monitored and documented.

1.9. Terminating user's accounts can be done for no reason at any time by the user himself as well as by the TopTrader, while there are no available refunds to be claimed. After the termination of membership certain parts of agreement shall remain in effect.

1.10. In case of disagreement with Terms and Conditions, please stop accessing the www.toptrader.com website.

2. Registration

2.1. To become a member of TopTrader social networking and using tools, applications, services a registration needs to be done. Full process of registration is necessary by providing accurate, complete and up to date information basically including full name, e-mail address, location, phone number, account numbers etc. according to the actual Terms of Use resulting in termination of visitors account.



2.2. Registered users are responsible for maintaining and safekeeping of chosen passwords and also for every created member account or profile.

2.3. Mandatory notification about suspect of unauthorized use of profile should be done.

2.4. Any data provided by an account or gathered from the webpage or third parties are subjects to our Privacy Policy as a part of documentation.

2.5. In addition we kindly recommend to register only one member account because of upcoming authorization issues for using the same or similar validation documents or presence false identity in our webpage content.

3. Intellectual Property

3.1 The webpage, all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are our sole and exclusive Intellectual Property (IP), or of third parties and are protected by local and international intellectual property laws and treaties. This documentation does not convey an interest in or to the webpage but only a right to use it according to these terms. There is no waiver of the TopTrader's intellectual property rights.

3.2 Under no circumstances shall the visitors obscure or remove any copyright, trademark or any other notices from any of our IP or website.

3.3 Our company owns all the images displayed on its website, the platform(s) and downloadable software and material, as they are own created materials and personal opinions. The visitors may not use these materials in any way other than the manner which we provide them for.

3.4. The visitors are permitted to store and print the information made available to them through the website or platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos etc. Visitors are not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without our express written consent, unless otherwise is stated.

3.5 The TopTrader logos are subjects to trademarks, any use of them must be featured with a proprietary notice.

4. Compliance and Intellectual Property (IP) content warranty

4.1. IP rights are including:

- a) Patents and deriving applications and rights,
- b) Any authorship, copyrights applications and restrictions, mask working rights, applications and registrations,
- c) Any protection of trade secrets and confidential information,
- d) Intangible property and proprietary rights,
- e) Existing, filed, issued or acquired divisions, continuations, renewals, reissues and extensions of these rights.



4.2. Our webpage contents valuable information such as ideas and creative acting which could flow into IP regulation. Owners of this kind of shared content are protected by IP laws, which are not breached by accessing them on the webpage, however the content is freely accessible. All of performed data shall remain the property of TopTrader or its licensors in protection by copyright, trademark and other IP laws.

4.3. Users acquire no proprietary interest in such rights and they may not remove or obscure any IP notice contained in accessed data.

4.4. By accessing the webpage, users understands and agrees to a full sense of responsibility and in a manner that is consistent with this documentation in order to ensure compliance of using our webpage and it's services with any applicable local, national and international laws and such kinds of regulations, including rules of transmission of technical data exported from country of registered user's residence.

4.5. Users agreed to ensure that disseminated data as a part of accessing the webpage, whether such dissemination is made:

- a) By a user on his behalf by a person authorized to disseminate information on user's behalf,
- b) In any case, complies with all statutes, rules, regulations, orders or other governmental acts of any jurisdiction as applicable and as may be amended from time to time.

4.6. Hereby, users warrant and represent, that:

- a) They are the sole owners or holders of all rights to the IP covered content,
- b) There are no restrictions or limitations which prevent or restrict them from granting TopTrader the licence mentioned above,
- c) The IP content will not facilitate or promote illegal, defamatory, obscene, offensive, harassing, racial or gender dishonest, sexual or inappropriate activities and content by any other mean,
- d) TopTrader should disallow the use of red-flagged or blocked content without any prior notice. The disallowance does not constitute any complaint.

5. Sharing policy

5.1. Registered visitors should own all data shared by themselves on our webpage and control their accessibility by account privacy settings.

5.2. For all content covered by Intellectual Properties (IP), a permission to TopTrader was given by sharing them by users to use, display, perform on public, copy, distribute, modify, translate, create derivative works and exploit them by any means for the purpose of performance and service provided by the webpage. The validity of this permission is determined by the time for which the covered content was shared. TopTrader's own public settings are allowing the access to shared data to everyone in reach of our website and associating them with your account, which might contain your personal data.

5.3. Deleted data covered by IPs might persist in backup copies for a reasonable period of time, while it is not available to other users.



5.4. By using applications, the content and information may be shared with it. Applications are required to respect the privacy policy, so the particular agreement made to use the application should determine the scope of using use, storing and transferring the shared data.

5.5. Please note that TopTrader may use visitor's feedback or suggestions without a compensative obligation, if they are not amended before by an agreement. By participation on our social network, users should fully understand and agree not to post or perform any data we consider as defamation, abuse, obscene, threat or unlawful conduct in any matter, or any other infringement on others rights, or inserting viruses or any other harmful programming routine with capability to interfere, damage, interrupt or affect the usability of webpage by any other mean in negative way.

5.6. Responsibility for the consequences upcoming from content of user's communication, messages, posts or performances could not be excluded, in order to create an open space to exchange ideas, opinions and information on our webpage. For now, there is no review done on social content such as posts in any chatrooms, forums or other public web area where data can be posted.

5.7. TopTrader reserves the right to deny access to users or visitors, who are in its sole discretion considered as an offender to the rules of this document or the whole documentation, including lack of age and legal capacity.

6. Prohibited actions

6.1. It is strictly prohibited for the visitors to take any following action at our webpage:

- a) Unauthorized use of TopTrader website and/or its systems, including but not restricted to unauthorized access to the system,
- b) Manipulative or fraudulent use of passwords,
- c) Unauthorized use of information spectacted at our, or any affiliated or collateral webpage.

6.2. TopTrader is authorised to disclose and make use of any information to be provided via our webpage to:

- a) Agents or any information providers affiliated to company entities,
- b) Any other person or entity with our consent,
- c) Any person or entity to whom a disclosure duty exists,

Or if otherwise permitted or compelled to so disclose such information by law. By accessing our website a consent is given for transmission, transfer and processing of information worldwide.

6.3. In relation with the previous sentence, TopTrader makes no distribution or solicitation to use its website or its content in jurisdictions where such information, products, services or performances are prohibited.

6.4. By access, the visitors agree that with relation to our website, they will not undertake any actions that are contrary to applicable law, regulation or to the terms of contracts agreed by accessing the webpage.



6.5. The view, downloading and printing of the content should be done for personal use and collection purposes only as it is a subject to the restrictions set out in TopTrader's documentation.

6.6. Unless any visitor have obtained a written permission, they should not:

- a) Use the Site in case of disability to form legally binding contracts for being under age of 18, or any suspension from legal capacity;
- b) Post blogs, items, messages, contents, that are inappropriate and fail to observe a sense of decency or could offend other persons;
- c) Republish, sell, rent or sublicense any materials from the Company's webpage and its brand's webpages, including republication at other websites;
- d) Collect and disclose information about visitor's personal information;
- e) Exploit material by any means on our website for commercial purposes;
- f) Post false, inaccurate, misleading, defamatory, or libelous content;
- g) Take any action that may damage the rating system;
- h) Use the webpage in any way that might cause damage or impairment of its availability or accessibility, or in any way which is unlawful, illegal, fraudulent or harmful, or use it in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- i) Not impersonate any person or entity, forum leaders, guide, host, or mislead about their affiliation with a person or entity;
- j) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the service;
- k) Upload, post, transmit, or otherwise make available any content that they do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- l) Upload, post, transmit, or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- m) Upload, post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials to be considered as spam;
- n) Upload, post, transmit, or otherwise make available any material that contains software virus or any other computer code, files, malware or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- o) Interfere with or disrupt the performance on webpage or servers or networks connected to the webpage, or disobey any requirements, procedures, policies, or regulations of networks connected to this specific performance;



- p) Use the performance or service provided by the webpage to harm minors in any way;
- q) Violate, attempt to violate, or avoid any applicable ICANN regulation or policy;
- r) Violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Cyprus Securities and Exchange Commission, U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- s) Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- t) Abuse or harass another by any means;
- u) Promote or provide instructional information about illegal activities, promote aggression or any kind of harm against a group, an individual or animals including providing instructions on how to assemble weapons and explosives,
- v) Create so called crush sites and contact or collect information about users in connection with commercial offers.

6.7. Moreover, visitors should not make derivative works, recompilation, modification, translation or any other kind of gaining source codes from the webpage content such as data, software or documents. Attempts to create a similar or substitutive source of information or product by accessing our webpage or proprietary data is strictly prohibited.

7. Submission and no rights assignment

7.1. Users acknowledge and agree that any submissions, such as questions, comments, suggestions, ideas, feedback or other information concerning to services provided by our webpage are not confidential and by posting them according to adequate privacy settings they shall appear as a sole property of TopTrader.

7.2. This provision provides exclusive rights including IPs and entitling our company to unlimited use or any other dissemination of submissions referring to previous point, for any commercial or other purpose with no notification or any kind of compensation to registered users acquiescent to TopTrader documentation including these Terms and Conditions.

7.3. Registered users rights of any nature should not be assigned nor transferred to other persons or entities. Any attempt to breach this provision shall result in termination of membership with no liability of our company. According to this statement, no waiver by any party to breach any rule of this documentation shall be carried out.

7.4. If any rule hereof should be found invalid or inapplicable by the law of applicable jurisdiction, judicial decision or decree, the ruling of our documentation shall be used at its maximum permissible rate, while the untouched provisions remain in force.

7.5. Users shall not transfer any rights or obligations concerned to this documentation with no consent of our company.



8. Character of content

8.1. TopTrader website is a platform containing social financial information to enable the users to join social networks, make friends, express opinions, comments, thoughts, and to discuss with registered users. Please note that information and opinions from various individuals or organizations could be contained in our webpage.

8.2. Information spectacted on our website has clearly informational character, as it is stated by disclaim in this document. No content is intended to provide any investment, tax or other financial related advice of any kind, so should not be considered as investment advice. Please note that TopTrader does not provide investment advice in any manner whatsoever, and the webpage do not purport to be an executional or performance tool. There is a sole liability of users for investment decisions based on the webpage content.

8.3. TopTrader do not warrant the completeness, timeliness, correctness and accuracy of published materials. We also have no obligation to update or amend any time-sensitive material published on the webpage.

8.4. Nothing shown on the website can be considered as solicitation of financial instruments in any market. Materials and applicable terms and conditions of the access and use of the information is subject to amendment without notice.

8.5. Links to 3rd party websites are provided solely for reference and none of our brands controls or offers them any endorsement of such webpages or their content or otherwise take responsibility for ideas, opinions, ideas, products or other content performed. In case of visiting a third party website no warranties, either express or implied, concerning the content of a site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose is made by TopTrader. There is also no warrant, that any third party site or content is free from copyright, trademark or other intellectual property infringement, or any contamination.

8.6. Users may opt to make their portfolio and financial performance information available to other registered users and may provide opinions or advice. This information provided by such registered users of TopTrader are solely the opinions of those users and do not express the opinions of TopTrader. There is no editorial control over any content created or posted by others that may be accessed. When reviewing the portfolio, financial performance information, opinions or advice of another registered user, users should not assume that the reviewed user is unbiased, independent or qualified to provide financial information or advice. While users reviewing user performance information on shown on the website, please note that historical performance is not a guarantee of future performance.

9. Service Disruption

9.1. TopTrader website might be limited, delayed or unavailable by any means at certain times. In this case, instructions for transactions and other matters may not be executed in an inefficient manner or at all, and the visitors may be unable to access any data at this time.

9.2. TopTrader expressly disclaims liability for any loss, with no limitation, that visitors may suffer as a result of the delay or inability to access contain or any associated service of our webpage.

9.3. Please note that, in several states there might be partial laws or regulations on rules of transmitting technical data exported from country of registered user's residence,



therefore in certain jurisdictions where such information, products, services or performances accessed by our website are prohibited should not be available to these users.

10. Liability and Eligibility

10.1 The content of website is provided as it ' 'IS' ' and ' 'AS AVAILIBLE' ' at the time. TopTrader expressly disclaims all warranties, any representations of all kind regarding to the website and its content, including any implied warranties of merchantability or suitability for a particular purpose, non-infringement of 3rd party rights and virus or malware protection.

10.2. TopTrader disclaims warranty of accuracy, adequacy, completeness, and faultlessness of shown contain. Any past performance posted on the website will not indicate the future results.

10.3 Moreover, with no limitation, none of our affiliates are liable for delay, using difficulty, viruses, malwares or other harmful threats and any incompatibility (between users files, webpage, browsers, accessing programs, any other options).

10.4 Investment decisions in reliance on information visitors or users receive from the webpage, persons do so at their own risk. Our employees and agents will not be liable for any sustain losses. Investment decision should not be done without conducting own research. Registered users are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable, based on their investment objectives and personal and financial situation.

10.5 The TopTrader webpage should be visited and accessed by persons aged at least over 18 years. By accessing the website, the visitors states that fact, moreover that they has full authority, rights, and capability to agree with TopTrader 's entire documentation.

10.6 Without limitation, no license or description is implied in the disclaimers. No affiliates are liable for profit lost, lost opportunities or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any us of or the inability to use the webpage or any portion hereof, regardless of whether TopTrader has been apprised of the likelihood of such damage which might occur, and regardless of the form of action, whether in contract. Warranty, tort, negligence, strict liability, or otherwise.

11. Limited liability and Disclaim

11.1. Please note that no services, nothing shown, performed or accessed on our webpage constitutes, or is intended to constitute, or should be construed as, a solicitation or any offer to buy an interest in any security, investment advice or recommendation or promotion of any forex business transaction, futures contract, security or other financial product, investment or portfolio manager, or trading or investment strategy.

11.2. By registration with TopTrader, users agrees and states, that:

a) TopTrader is released from all kind of liability for user 's accessibility to the content or services of the webpage.

b) All information provided by them on the webpage to participate on the content is correct and up to date,

c) They have all necessary rights, powers and authorities to enter this kind of agreement and perform the acts required by this documentation,



d) It is beyond the control and action-taking duty of TopTrader to solve issues regarding to recognizing who gained access to the webpage, what affects the content may have on users and how it should be interpreted or used, what actions may users take as a result of being exposed to the content of webpage,

e) Regarding to content or redirection to other websites, there is no liability of TopTrader for offensive or inappropriate data. There is no representation concerning any content on, or accessed through services or data shown on our website, therefore it is not possible to claim any responsibility for legality, decency, copyright compliance or accuracy of that performance.

f) They should use the website carefully and will avoid dangerous action which could result in any loss of their or 3rd party's property or information.

11.3. No responsibility can be claimed for satisfactory quality, performance, accuracy and effort. All data provided by us is based on 'WITH EVERY FAULT', 'AS IS' and 'AS IT IS AVAILIBLE' principles. There is no endorsement or guarantee to the accuracy, integrity or quality of content, regardless to the source or the author of this data.

11.4. Every registered member expressly agreed, that all of their activity on our website including e.g. publications, presentations, trading or performance or any other information, pricing or trade data, blogs, posts, services, and any other materials, which are contained in or accessed via or described on our website is performed by them at their own risk.

11.5. All of the information, materials, services and any content fully extent permissible by applicable law, hereby disclaims all representations or warranties of any kind, as to the availability, operation and use of any data and services contained or accessed via our webpage, including but not limited to warranties of merchantability, suitability for special purpose, tittle, non-infringement, and implied warranties upcoming due to course of dealing or performance.

11.6. There is no representation or warranty for accessed information accuracy, completeness, reliability or actuality, therefore no liability for errors or omissions therein or for any adverse consequences which might result from member's reliance on any data shown or accessed by any mean on our website.

11.7. Regarding to point 8., the TopTrader, its affiliates, any employees or representatives strictly disclaims any liability regarding to members or any 3rd party for any damage or loss arising from errors, bugs, interrupting the transmission, harmful components, viruses or any other threat to safety of the webpage.

11.8. There is also no responsibility for any loss or damage which arises from any use, improper or inability to use, access, reliance, to/no our webpage, or from any other information, posts by users, content, materials or services accessed by us, even if advised of the possibility of any damages, and regardless of the character of the action, whether in contract, tort or otherwise. Please note that some of applicable laws in certain countries do not permit limitations on implied warranties, exclusions or limitations on certain kinds of imminent damages, therefore certain foreseen disclaims or liability limitations may not be applied to users residing these countries.

11.9. Any fault to insist on the strict performing of provisions settled by our documentation shall not be considered as a waiver on rights or remedies in favor of TopTrader, nor as a waiver of any subsequent breach of provisions assessed by the documentation, which shall remain in force and effect at all.



11.10. Please pay attention and kindly follow through the following notification:

We, as the TopTrader and its employees, directors, officers, agents or affiliated persons shall not be liable for any damage, loss, costs and expenses arising from negligence, breach, misunderstanding or any other reason, for an user incurred or suffered them under the agreement. There is also no liability for loses of users or a 3rd party for any loss of profit, goodwill, business opportunity or any consequential or special damage to arise from breach of contract, misunderstanding or breach of agreement, as our webpage serves solely a social support providing an outlook for persons interested in trading with brokers. Our company is also not liable for delayed, changed, non-performance or any breakdown, malfunction or failure of transmission, communication, computer facilities, terrorism, act of God or a supervising authority to disrupt or disable the content of webpage, as it is not an advice or an order to make transactions by users at their brokers.

Our webpage offers to users an opportunity to use and benefit from 3rd party experiences and trading by accessing information, strategies, graphs, thoughts and occasion to communicate and discuss events on the field business. Following the content of webpage could help the users to understand the business and gain experiences, however, the TopTrader is not liable for any loses or damages caused by following and relief on the shown content, as the previous performances are not ensuring success in the future. Please note that any transaction to make at your dealer undergoes your own consideration and it is solely your business decision for which no other person can be responsible, but you.

In light of the above, TopTrader carry no responsibility and no liability for any investment based on the content shown at our webpage.

Users also accessing 3rd party services or information which our webpage only links or refers to. There is no liability for this kind of content. It is upon the sole discretion and responsibility, undertaking the whole liability from their use. Our company is not liable for representations and warrants not stated in its documentation, what is not fraudulent.

12. Applicable Law

12.1. In case of terms and provisions of Terms and Conditions or other TopTrader's documentation become unenforceable, other applicable documentation of TopTrader or its official partner's should be applied to enforce terms or provisions coming closest to intention of not applicable rules.

12.2. This document shall be subject to any other agreements included in TopTrader's documentation which visitors entered by registering with our webpage.

12.3. The rules of accessing to TopTrader webpage, such as terms of the documentation and disclaims are governed by the applicable laws of Cyprus. Any dispute to arise between parties due to our documentation is submitted to exclusive jurisdiction of Cyprian courts, to exclude any other courts in relation to user's country of origin or residence.

13. Restitution

13.1. Accessing our webpage the users agree to indemnify and keep our company, its employees, affiliates, representatives and other users harmless against any loss, damage, claim, liability, costs and expenses such as reasonable attorney's fees or reasonably incurred costs, arising from accessing our website by any mean, such as using services, relying on performed content or posts, sharing or posting IP content, or violating the rules of this documentation, applicable law, regulations and 3rd party rights.



13.2. The restitution claim shall abide any termination or cessation of using our services or accessing the webpage by the offender.

14 Financial Information and withdrawals

14.1. By registering with TopTrader as a user of its services, users may provide their ID and password for their brokerage accounts. By this procedure an authorization is granted to TopTrader for access to user's financial information through their financial institution or authorized broker, while this information is solely provided by him, and not by TopTrader.

14.2 By the registration, user agrees to hold no liability for any loss or damage of any sort incurred as a result of dealings with services or information provided by user's authorized broker. By this act it is also represented and warranted, that the user have all rights and licenses necessary to allow for the access to information which are true and accurate, and that his authorized broker is his lawful agent and power of attorney duly authorized to transfer the data. It is also represented and warranted by registration, that the user is solely responsible for instructing his authorized broker to cease providing TopTrader with financial information to assume the users complete consent with their providence.

14.3. Withdrawals shall be done at user's broker, since TopTrader does not offer any transaction tools, as the webpage does not provide investment services nor executions relating to trading because of its solely social character.