Customer Agreement

Between (“you” or “client” or “registered user”) (hereinafter referred to as the "customer") and “Lowcostforex.com by PHP FS” (hereinafter referred to as the "Company") , owner of the domain lowcostforex.com (hereinafter referred to as the "Website"), that hereby agree to the terms of the following agreement:

A- General aspects

1- This agreement establishes the general aspects of the relationship between the Company and the Customer. According to the following aspects: application forms, opening and maintaining accounts, opening and closing market orders, and issues related to payment methods.

2- The Customer must fully understand and agree to all documents required by the Company.

3- The Customer certifies to be of age. (Minimum 18 years old), according to their country of residence at the time of opening a demo or live trading account.

4- The place for the signature of this Agreement is considered to be the location of the Company’s office.

5- This agreement will enter into force when the Customer have checked the box (“I accept having read and understood the following documents”) and is complete the registration process as a new user of the Website.

6- According to the rules of the market, the Company will not support the physical delivery of currency or underlying assets based in CFD in the settlement of any trading operation.

7- This agreement may be changed without notice, but the Company will inform its Customers of the new changes in the news section of the Website. So that no Customer may claim about not being informed.

8- The Customer assumes that can get the history of all orders through the trading platform Metatrader4, and that is sufficient evidence of trading in the Forex market. The Company is not obliged to supply these reports periodically, but yes to keep a copy of all transactions of the Customer accounts, for a minimum period of three months from the current date.

9- The Customer declares have the necessary knowledge to understand the terminology used in this contract, that is the usual technical language in forex sites. In the case of not understanding some of the terms of this agreement, please contact us before completing your registration.

10- The Customer also must to have the skills to operate at their own risk in the forex financial market. Mainly with the trading platform Metatrader 4, owned by Metaquotes Corp.

11- The Company offers its Customers 24 hour service, from 00:00 pm on Monday till 11:59 p.m. on Friday, server time. Except for weekends, holidays, and periods when, for technical or internal reasons it is impossible to provide that service. In this cases, the Company will inform its Customers with enough time to eliminate any losses risks.

12- Any Customer that wants to open a trading account with us, either LIVE or DEMO, previously must register in the Website, filling a simple signup form. It must also accept all our terms of use, including this same contract.

13- After registration you can immediately access the private area, where you can request the opening of the account, change your data, make deposits or withdrawals from their accounts and get personalized support (valid for Customers with LIVE accounts only)
B- Customer Operability

1. The Company undertakes to provide a flow of price quotation 24 hours a day, while the market is operative. During this active period, the Customers can place orders, that the Company undertakes to execute in the shortest time possible, having made maximum effort to identify the market price.

2. The Customer must understand that there are many variables involved when it comes to getting the best order price, including news, internet connections, delays between servers, etc ... The Company will always act for their Customers to ensure the best price for opening and/or closing orders.

3. The Company offers high-performance servers, but....are machines not free of errors. Therefore the Company is not responsible for any damages caused by hardware failures or network connections. Although the Company always will try by all possible means, to resolve any problems of this kind in the fastest way possible.

4. The Customer assumes all responsibility for their actions, both opening, closing change, or delete orders. The Company will never be responsible for the losses suffered by the Customer, by the use of any permitted strategy. The Company also advise the Customer never use a particular strategy. The Customer will always act at their own risk.

5. The Customer can use at your own risk, all functions of the MetaTrader4 platform as stop loss, trailing stop, pending orders, execute automated expert advisors, etc ... The Company reserves the right to cancel, remove or block without notice, any account Customer that uses strategies that may block the proper functioning of our servers. Among these strategies some types of Scalper (Some that never work in real accounts), Arbitrage (Trading strategies based on the difference in seconds between the quotations in the outer market and in the terminal,) and other systems that jeopardize the proper use of our systems are included.

6. In these cases, the Customer is obliged to pay all the sums that should be paid including commissions and other expenses settled by the Company.

7. The only tool available to the Customer for trading, is the MetaTrader4 platform that connect directly to our server. Therefore an order is considered processed when it is displayed in the transaction file from our server, both for opening and for closing.

8. For performance reasons on our servers, all active trading accounts which have a zero or negative balance, will be automatically deleted from the system after 6 months since its creation. If the customer wishes to remain active the account, should contact us (support@lowcostforex.com).

9. The customer will receive the passwords of their trading accounts, in their contact email and registration, previously verified. The password changes will only be processed via email by the finance department. The customer must request new passwords by sending an email to finance@lowcostforex.com and these new passwords will be sent only to the email registered at the account opening of each client. This process will be processed in 24 hours, as long as it is in the support hours of said department 7 a.m to 4 p.m, outside these hours will be processed the next day enabled.
C- Margin Call & Stop Out

1- These two undesirable group of words occurs when a Customer reaches to compromise their trading account in an excessive percentage.

2- First occurs a warning (Margin Call - 20%), and the Customer can see clearly in his Metatrader 4. Until this moment not action is taken by the Company.

3- But when the current trading account condition (equity) is less than 15% of the margin needed to maintain open positions, the Company without preliminary notice, can close some orders, at their own criteria, either manually or automatically.(Stop-Out)

4- The Company reserves the right to modify these percentages of margin call and stop-out, according to the types of account, current balance, deposits, and leverage levels requested by each Customer.

5- The Customer accept that the collateral and free margin, are calculated with ticks. The collateral and free margin are being recalculated with each new tick.

6- The Customer accepts and understands that due to the high volatility of the forex market, can produce large price differences in very short periods of time, even seconds (prices gap) that could cause that their trading account can automatically closed, or suffer a great loss of balance, by the automatic closing of open orders against the trend.

7- For this reason, is a good practice recommended by many traders, closing all open positions before the market closes (Friday). Because in the market openings, these big differences that could compromise their trading account may occur.

D- Funding (Deposits & Withdrawals)

1- Once registered, the Customer can login to the private section of your account to make financial transactions. Please save in a safe place your login credentials, do not use common or simple passwords, because you are solely responsible for the movements of their own. Remember that are not allowed in any way, withdrawals from third parties.

2- First must have an active trading account, which previously must request in the appropriate section. Once activated the real account, the Customer can use any of the various payment methods at your disposal to make the first deposit.

3- The Customer is obliged to withdraw through the same payment method that was used to make the first deposit and only to the same account as was used to deposit money.

4- The Company reserves the right to refuse the withdrawal of money from one account, if there is a problem with the Customer, or with the chosen method of payment (in this case, the Company will offer alternative methods of withdrawal to the Customer).
5- In order to make any deposit or withdrawal, from any trading account, the Customer account must be validated. Therefore, the Company reserves the right to ask the Customer to send the proofs of identity needed to complete the verification process: ID document or passport, and utility bills (at the Company’s discretion).

6- After completing the validation process, the Customer will receive an email informing the process with indications that must accept.

7- To request a withdrawal, the Customer must fill out the appropriate form found in the private part of our site where the Customer must login with their credentials. This form should state the amount to withdraw, never greater than the free margin of the account, including commissions.

8- The Company reserves 2-3 working days from the time of withdrawal request, to carry out the necessary checks.

9- France based customers are not allowed to make deposits with the credit card option through the payment gateway. Please contact us for more info about alternatives of deposit.

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**E- Corrective Actions (Cancellation of orders)**

1- At point B-5 of this agreement it specifies that the Customer can make use of the tools that the trading platform offers its users. Except for some automatic trading systems that can compromise the performance of our servers.

2- Also exist other activities inappropriate that some Customers could use, and will be monitored by the Company, and could have consequences as the closure of orders, or accounts blocked, at the discretion of the Company.

3- Among these activities that the Company will not accept are included but not limited:

   - Aggressive Scalping: The order was closed in the time less than one minute after opening
   - Wrong E.A. setup: Some configurations may make it impossible to send some orders to the market. Or numerous inquiries to the trading server during short period of time (several times per minute).
   - Arbitrage trading strategies: are strategies based on the difference in short period of time between the quotations in the outer market and in the Metatrader4.

4- If the Company detects some eventual overload in the system by any Customer account, will notify to the same immediately to the incidence is corrected.

5- If the overload was continued or was considered deliberate, the Company reserves the right to act accordingly, and must inform the Customer in detail about the corrective action taken.

6- The Company has the right to cancel executed Customer orders or rewrite them in situations that the Company deems appropriate.
F- Extraordinary Situations

1- The Company reserves the right to define what are the situations extraordinary or of force majeure, in which might be incurred in a given time, taking all the steps needed to inform the Customer about them.

2- These different circumstances or situations include (but are not limited to):
   a. Any act, event or occurrence, including, without limitation, any war, terrorism act, riot or civil commotion, strike, accident, fire, flood, storm, tornado, interruption of power supply, failure of communications equipment or its supplier, blockage, embargo, lockout which, in the Company’s opinion, has led to market to great instability.
   b. The closure or suspension of any of the major financial markets in which the Company focuses its activity, or the imposition of limits or special terms or unusual terms on trading.

G- Procedure for Dispute Resolution / Jurisdiction Clause

1- All Customers can contact us directly or using the contact form, available in private section to send the Company their complaints, questions or problems.

2- In the case of disputes related to trade transactions, the Customer will attach all possible information such as date, time, currency, type of order, price, order number, etc ..., besides the log files Platform Metatrader4. And describe as clearly as possible the problem.

3- The time for consideration of the Customer complaint by the Company shall not exceed 10 working days.

4- In the course that the Company grant the Customer the right in the dispute, the amount thereof will be refunded to the corresponding Customer account, max within 10 working day.

5- Disputes that are not shown in this agreement shall be settled by the Company at its discretion, always within the rules and common practices of the market, or under the internal rules of the Company.

H- Limitation of Liability
1- The Customer has no right to authorize third parties to use their trading accounts, by transferring your access data or passwords. The Customer agrees to keep access passwords secure and confidential, and will be solely responsible for all actions performed in their private section of the Website.

2- The Company assumes no liability for unauthorized uses of log data that third parties can use against the interests of the Customer.

3- The Company shall under no circumstance be liable to the Customer for any consequential direct or indirect losses, missed opportunity, loss of profits, extra costs, expenses or damages that the Customer may suffer.

4- The Customer is obligated to indemnify the Company for all liabilities, costs, demands or claims of any nature that the Company may suffer as a direct or indirect result of any breach of the obligations under this Agreement and corresponding regulations.