This Agreement contains the terms and conditions governing your relationship with pcmgate.co and all transactions in the trading platform that pcmgate.co grants your access to. In this Agreement, You are referred to as “Trader” or “you”. pcmgate.co may also be referred to as \"Company\" or “we” or “our” or “us”. No signature is required to validate acceptance of this Agreement and by ticking “I accept” in the tick box below, you agree that you have read and understood this agreement and are bound to it.

Please read this Agreement carefully as it contains important information concerning your and pcmgate.co’ rights and obligations in relation to the Trading Access we agree to provide to you to our Trading System. Please let pcmgate.co know as soon as possible if there is anything which you do not understand.

1. General Information

1.1 Information about Us. pcmgate.co is a trading style of PCM.

1.2 Our terms. Subject to the terms and conditions of this Agreement and acceptance of your application to access a trading platform with us, we will maintain one or more trading platform with your name attached to it and will provide you execution-only trading access for transactions with prices derived from the markets that may include exchanges, over-the-counter foreign exchange markets, and effect Rolling Spot Forex Transactions, Commodity and CFD Transactions and such other products/sources as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the terms of this Agreement, as amended from time to time.

1.3 Our Capacity. We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any Transaction or class of Transactions.

1.4 Your Capacity. You will enter into Transactions as principal unless otherwise agreed in writing by us.

1.5 Language of Communications. You may communicate with us in English. All pcmgate.co standard documents will be available in English. If a document is translated into another language this will be for information purposes only and the English version will prevail.

1.6 Commencement. This Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Agreement by executing the Trading Platform Application in consideration for the trading access we may provide including the provision of market and price information on Financial Instruments. By executing an order on the Trading Platform Application you confirm that you have read, understood and agreed to be bound by this Agreement with us.

1.7 Withdrawal from this agreement. If you are an individual acting for purposes which are outside your business, trade or profession, you have a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement without penalty and without giving any reason. This right of withdrawal shall not apply following any Transaction executed under this Agreement which will thereafter remain binding upon you.

1.8 Amendments. We may amend this Trader Agreement without giving written notice to you by post or email. Each amendment will become effective on the date they are done and will be deemed accepted if and when you place an Order in the trading platform after the date on which the amendment becomes effective. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and trading platforms in accordance with this Agreement.

6. Trading Platform Issuance

6.1 Trading Platform must be opened prior to entering into any Transaction with pcmgate.co. No Orders can be placed until a Trading Platform has been opened and cleared funds received. Without prejudice to the foregoing, if pcmgate.co permits you to place an Order notwithstanding that a Trading Platform has not been opened, or cleared funds received, this shall not limit your liability to pcmgate.co pursuant to this Agreement in respect of the Order placed. pcmgate.co may, at its absolute discretion, refuse to accept you as a Trader for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable. A trading platform will be issued to you only after successfully passing the procedures necessary in the Traders Cabin on Pcmgate.co website.

6.2 You must record information regarding your investment knowledge and experience in the Trading Platform Application form using the Traders Cabin on our website. On the basis of this information assuming that in your own opinion there are no restrictions for you to do so, and in accordance with the Applicable Regulations we will assess whether opening a Trading Platform is appropriate for you. If you are classified as a Trader we will make certain assumptions about the appropriateness of the trading access to be provided, and we will be entitled to assume that you have the requisite knowledge and experience to enter into Transactions. If you do not consider this to be the case, you must make us aware of this prior to entering into any Transactions and provide us with all relevant information as to the level of your knowledge and experience.

6.3 As a condition of opening a Trading Platform we may in our sole discretion, require you to have either: (a) effected Transactions of the type to be executed under this Agreement for at least six (6) months; and/or (b) traded satisfactorily on the Demo Trading System where it is available to you on the Pcmgate.co website.

6.4 You acknowledge and agree that we are entitled to rely upon the information you provide in the Trading Platform Application as true, accurate and complete without an obligation or duty upon us to undertake any further enquiry. Further it is your responsibility to promptly inform us in writing if at any time during your relationship with Pcmgate.co you become aware of any information or circumstances which might reasonably indicate that the basis for our initial assessment has changed.

6.5 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

(a) make periodic searches and enquiries about you and any Related Party at credit reference agencies, and your employers and any other relevant parties (as applicable);

(b) disclose information to organizations involved in fraud prevention; and

(c) make information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.

6.6 Trading limits with respect to the size of any Transactions that you may enter into or the amount of any loss or liability you may be exposed to, do not limit or represent your liability for losses to Pcmgate.co, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

18. Representations, Warranties and Covenants

18.1 Representations and Warranties. You represent and warrant to us on and as of the date this Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:-

(a) if you are an individual that you are of sound mind, legal age and legal competence;

(b) you are suitable to trade complex Financial Instrument, Margin Transactions, CFDs and Rolling Spot Forex Contracts and that you are aware of the risks involved with such transactions;

(c) you are willing and financially able to sustain a total loss of all your funds paid to us as a result of engaging in Transactions;

(d) you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Trader Agreement and such Transactions and to grant the security interests and powers referred to in this Agreement;

(f) where applicable, the person or the persons entering into this Agreement and each Transaction on your behalf has or have been duly authorized to do so;

(g) this Agreement, each Transaction and the obligations created under or in connection with them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound or which you or any of your assets are subject;

h) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a “Potential Event of Default”) has occurred with respect to you or any Credit Support Provider;

(i) unless you have informed us otherwise in writing you act as principal and sole beneficial owner (but not as trustee) in entering into and performing this Agreement and each Transaction;

(j) all details supplied on Trading Platform Application as well as any other information which you provide or have provided to us in respect of your financial position or other matters is accurate, complete and not misleading;

(k) except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all Securities in a clearing system in which such Securities may be held;

18.2 Covenants. You covenant and agree with us, as follows:

(a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licenses and authorizations to (i) enable you to lawfully perform this Agreement and each Transaction and (ii) without limiting the generality, interests and powers referred to in this Agreement referred to in this clause;

(b) you will promptly notify us of the occurrence of any Event of Default or

Potential Event of Default with respect to you or, where applicable, any Credit Support Provider;

c) unless you have informed us otherwise in writing, you will at all times act as principal and sole beneficial owner (but not as trustee) in performing this Agreement and in entering into and performing each Transaction;

(d) you will promptly notify us if (i) you become aware of any detail supplied on Trading Platform Application or any other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or (ii) any such detail or information subsequently becomes inaccurate, incomplete or misleading;

20. Termination

20.1 You may terminate this Trader Agreement at any time by giving at least 3 Business Days' prior written notice to us.

20.2 We may terminate this Trader Agreement at any time by giving at least 3 Business Days' prior written notice to you, except that we may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Trading Platform.

20.3 At any time after termination of this Agreement, we may, without notice, close out any of your open Transactions.

20.4 Upon termination of this Agreement, any and all amounts payable by you to us will become immediately due and payable, including:

(a) all outstanding Commissions, fees and other charges;

(b) any losses incurred by us as a result of or in connection with such termination; and

(c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

22. Miscellaneous

22.1 Notices Generally. Unless otherwise agreed or provided in this Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details. All notices, instructions and other communications sent or given by you to Pcmgate.co under or in connection with this Agreement or any Transaction must be sent or given in writing to our address and our email address specified on our website (or any other address subsequently notified to you for such purpose).

22.2 Intellectual Property and Confidentiality. All copyright, trademark, trade secrets and other intellectual property rights in the Trading Systems shall remain at all times the sole and exclusive property of PCM and/or its third party access provider and you shall have no right or interest in the Trading Systems or the information contained therein except for the right to access and use the Trading Systems as specified herein. You acknowledge that the Trading Systems are confidential and have been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of FXPCM and Pcmgate.co and/or its partners by allowing access to the Trading Systems only by its employees and agents on a need to access basis. You will not publish, distribute, or otherwise make available to third parties any information derived from or relating to this Agreement and the Trading Systems. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Systems or any information contained therein. You hereby acknowledge and agree that PCM and its third-party data suppliers shall have no liability whatsoever in respect of the information contained in the Trading System.

22.3 Electronic Communications. Subject to Applicable Regulations, any communications between us using electronic signatures will be binding to the same extent as if they were in writing. By accepting the Trading Platform Application you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Regulations. Without limiting the generality of the foregoing, Orders placed or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you accepting the terms and conditions of Trading Platform Application.

22.4 Change of Address. You agree to immediately notify us in writing of any change of your address or other contact details, such notification to be given in accordance with clause 22.1.

22.5 Entire Agreement. This Agreement together with the Schedules attached constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

22.6 Recording of Calls. We may record telephone conversations between us and possibly between you and PCM without use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information rare promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

22.7 Our Records. Our records will be evidence of your dealings with us in connection with our trading access. You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

22.8 Your Records. You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

22.9 As per General Data Protection Regulation (GDPR) on dealing with the personal data of EU citizens. The primary purpose of the regulation is to protect your digital privacy and personal information.

In summary, the GDPR sets out the following responsibilities for organizations:

Personal data is processed lawfully, fairly and in a transparent manner;

Personal data is collected for a specific, explicit and legitimate purpose;

Personal data collected is adequate, relevant and not excessive in relation to its intended purpose;

Personal data is accurate and up to date;

Personal data is kept for no longer than necessary for its intended purpose;

Personal data is kept secure, and protected from unlawful processing, loss, destruction or damage