

# TERMS AND CONDITIONS OF PURPLE TRADING CLUB ("PTC")

These Terms and Conditions may be amended from time to time by L.F. Investment Limited.

Effective on 24th May, 2018

## 1. Interpretation

- 1.1 "Member" means the person or company who is named on the registration form for membership, found on www https://www.purple-trading.com/cs/ptc and provided that such physical or legal person is already an accepted client with a live funded trading account, of the Company.
- 1.2 "Membership" means the period of time when a Member is part of the PTC
- 1.3 "Service" means the service provided by an employee of the Tied Agent to the Members of PTC which is defined to welcoming the Members to sessions, facilitating their discussions, offer technical support.
- 1.4 "Host" means the employee of Tied Agent who offers the Service.
- 1.5 "Club" or "PTC" means the Purple Trading Club, which is voluntary group created and managed by the Tied Agent and is hosted in the offices of the Tied Agent in Vinohradská 2828/151, Prague 3, OC Flora building C, 7th floor.
- 1.6 "Trading Club Days" means the predefined dates on which the PTC will be operating from 8AM to 4PM CET and CEST.
- 1.7 "Company" means L.F. Investment Ltd, a Cyprus investment firm regulated by Cyprus Securities and Exchange Commission with authorisation number 271/15
- 1.8 "Tied Agent" means Purple Trading s.r.o. which is a tied agent of the Company as the meaning is defined in L87(I)/2017 regarding the provision of investment services, exercise of investment activities and the operation of regulated markets.

## 2. Agreement to the PTC Terms and Conditions

When registering for a membership in the Club, the Member confirms that is has read and agrees to be bound by these Terms and Conditions.

#### 3. Service

3.1 The Club shall provide the Members with a designated space in which the Members will be able to socialise while trading, voluntarily exchange their experiences and create friendly relationships between them without commitment of actual trading and or investment.





- 3.2 The Host will be responsible in each Trading Club Day to welcome the Members, facilitate their staying in the sessions held and moderate the discussions between them and be able to answer potential technical questions.
- 3.3 During the Trading Club Days there may be discussions held about trading and trading strategies where Members will be able to physically present their trading ideas and share them socially with the other Members. The Host will not be able to intervene and or suggest any strategy and or idea to any of the Members.
- 3.4 Each Trading Club Day will be hosting maximum of ten (10) Members and a first come first serve policy will apply upon the attendance requests made by the online registration form available at <a href="https://www.purple-trading.com/cs/ptc">https://www.purple-trading.com/cs/ptc</a> up to 7PM of the preceding day to a Trading Club Day.
- 3.5 Members may cancel their attendance provided that cancellation either by email or by telephone to Member's account manager in the Company is made at least 12 hours prior to the start of the Trading Club Day.
- 3.6 The PTC reserves the absolute right in its absolute discretion to amend and or change the Service without notifying the Member if such changes are regulatory, safety or statutory requirements.

### 4. Limitation of Liability

- 4.1 The Club and or the Tied Agent and or the Company shall not be liable to the Members by reason of any representation for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Club or its agents or otherwise) which arise out of or in connection with the provision of the Service. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 4.2 The Service offered to the Members is not Investment advice and the Club or the Tied Agent or the Company shall have no liability for any trading and or strategy decided to be implemented and or used by a Member at any given point during his/her trading even if such trading takes place out of the Club and not in a Trading Club Day.
- 4.3 Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against the investor as well as for the investor. Before deciding to trade foreign exchange investor should carefully consider his/her investment objectives, level of experience, and risk appetite. The possibility exists that investor could sustain a loss of some or all of his/her initial investment and therefore investor should not invest money that he/she cannot afford to lose. Any opinions, news, research, analysis, prices, or other information exchanged in between Members in any Trading Club Day does not constitute investment advice. The Company or Tied Agent will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.





4.4 Members will attend any Trading Club Day on their own responsibility and attending so is done on their own free will and voluntarily.

## 5. Termination of Membership

- 5.1 The Member may terminate the membership with a written notice with an immediate effect for any reason sent to the Company.
- 5.2 The Company or the Tied Agent may terminate the membership with immediate effect in the following cases:
  - (a) Reserving a seat in a particular Trading Club Day and not attending without providing an adequate excuse.
  - (b) In case of gross, inappropriate or otherwise inadequate behaviour of the Member during any of the Trading Club Days.
  - (c) In case the Member does not follow any additional appropriate house rules as these are set by the Host during any of the Trading Club Days.
  - (d) If the Tied Agent or the Company receives a complaint by one of the Members about the behaviour of another Member.

#### 6. General

- 6.1 Membership of the PTC is at the sole discretion of the Club and it reserves the right to refuse membership.
- 6.2 No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 6.3 The Club is not registered as a club under any relevant legislation and does not hold any formalities in matters of being sued and or suing. The Club is a social network community with the right to participate only if the Member is a registered client with a live funded trading account with the Company.
- 6.4 The membership is not transferable and or cannot be assigned to any other person.
- 6.5 In regard to any trading performed by the Members during any of the trading Club Days, the Members acknowledge that they are bound by all terms and conditions and policies as set by the Company, as these have been accepted by them during the opening of their trading account with the Company.

