

## GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTION PACKAGES

These General Terms and Conditions form an integral part of your Subscription for Ocean Exchange VIP and or VIP Black Services and you must acknowledge that you have read, understood and agree to comply with and be bound by these Terms and Conditions for your Subscription for the VIP and or VIP Black Services to commence.

## **Definitions:**

'Us' 'We' 'Our' mean the entity Ocean Exchange Markets Ltd, Suite 305, Griffith Corporate Centre, P.O.

Box 1510, Beachmont, Kingstown St. Vincent and the Grenadines;

'You' 'Client' 'Your' 'Subscriber' mean the subscriber to Our Services:

'Service(s)' means any of the VIP and or VIP Black Service packages offered by Us on Our platform;

**'Subscription'** means Your registering for and paying the Subscription Fee for any of Our Service packages;

'Subscription Fee' means the fee payable monthly in advance for any of Our Service packages;

'OEM Shield' means the feature available to VIP Black Service package ONLY and as outlined below;

'VIP' means the Service package labelled as VIP and as outlined below;

'VIP Black' means the Service package labelled as VIP Black and as outlined below.

- 1. You may unsubscribe, upgrade or downgrade your Subscription Service at any time by emailing support@oceanproexchange.com
- 2. In the event that You unsubscribe at any time during Your monthly Subscription, Services will continue to be provided up until the last calendar day of the month and You will not be entitled to a refund of Your monthly Subscription Fee.
- 3. In order to activate our subscription services after signing up, we require that you deposit the minimum required funds into your trading wallet. The monthly Subscription Fee will then be automatically deducted from your trading wallet.

- 4. In the event that there are not sufficient funds in your trading wallet to cover the monthly subscription fee, your account type will be downgraded to the standard account type.
- 5. We reserve Our rights at all times to remove or downgrade Your Subscription in the event that You have not provided the minimum deposit or you do not have adequate funds to cover your Subscription Fee.
- 6. There is no maximum or minimum number of lots that You must trade on any of Our Subscription Services.
- 7. You acknowledge and agree that Your Subscription to and use of any of Our Services requires and is contingent upon You acting in good faith, reasonably and with full and fair disclosure at all times.
- 8. We reserve Our rights at all times to remove or downgrade Your Subscription in the event that we determine, in our sole discretion, that You are acting in bad faith including but not limited to abusing the Services, manipulating Our offerings, engaging in arbitrage, collusion and or any other activities that we may reasonably deem to be in breach of Your obligations to act in good faith, reasonably and with full and fair disclosure.
- 9. **VIP package** is offered for a Subscription Fee of USD 24.95 per month payable in monthly instalments in advance, with a USD 2 commission per lot, basic education and priority level customer support. **VIP Black package** is offered for a Subscription Fee of USD 49.95 per month, payable monthly, with zero commission per lot, basic and advanced education, platinum level customer support, and the OEMshield.
- 10. Subscriptions for the VIP Black Services require a minimum USD 1000 deposit if the Client registers after 28 May, 2019. If the Client registered prior to 28 May 2019, the minimum deposit is USD 500.
- 11. The VIP Black package is available only once per person.
- 12. We reserve the right, at any time, to amend these Terms and Conditions.
- 13. Any dispute arising with or in connection to any of these Terms and Conditions shall be dealt within accordance with Our Complaint's Handling Policy by emailing support@oceanproexchange.com.
- 14. Any complaints must be in writing and emailed to support@oceanproexchange.com .
- 15. These Terms and Conditions and any Additional Terms and Conditions as contained herein are governed by the laws in place in the United Kingdom.

RISK WARNING: You agree and acknowledge that Forex and CFDs are leveraged products which involve a high level of risk and that You may lose all of Your invested funds when trading on any of our platforms and under any of Our Subscription packages. You should seek independent financial advice before You commence trading with Us.

ADDITIONAL TERMS & CONDITIONS 'A' REGARDING OEMSHIELD

These Additional Terms and Conditions 'A' will also apply to You if You access the feature OEMshield at any time during Your Subscription with the VIP Black package.

- 1. OEMshield enables You to open a trade and have the option to close it without loss for the payment of a premium at any time within 60 (sixty) minutes from the time of its activation.
- 2. OEMshield can only be activated at the time the trade is opened.
- 3. Clients should note that BS symbols are not available for trading between 23:00 and 00:00 MT time. Any pending BS symbol orders will be automatically cancelled at 23:00.
- 4. OEMshield only applies to a specific number of currency pairs which are clearly denoted in the platform with the letters BS.
- 5. When OEMshield has been activated it will appear after the designated currency symbols with the letters 'BS'.
- 6. When a trade is cancelled via OEMshield it will be closed at 0 (zero) loss and 100% of the margin to risk held will be returned to Your account.
- 7. The margin to risk returned to Your account may be different when the trade is cancelled due to exchange rate fluctuations.
- 8. OEMshield incurs a premium fee which will be charged to Your account and which is non-refundable.
- 9. The premium fee will show in Your account as a commission upon closing the trade.
- 10. If no action is taken during the 60 (sixty) minute trading window within which OEMshield is active, the trade will convert to a regular trade (the OEMshield symbol will be replaced with a regular symbol in the trading window) and the protection ceases.
- 11. If there is not enough credit to cover the cost of the OEMshield premium fee at the time of the opening of the trade, your credit card held on account will be debited accordingly.
- 12. The premium fee calculation is subject to change at any time by Us and in Our sole discretion.
- 13. The premium fee will be converted to the currency and or coin in which the account is funded.
- 14. OEMshield cover cannot be renewed for an additional time during a trade where it has already been activated.
- 15. OEMshield cannot be transferred to other trades and or other accounts.
- 16. Maximum number of open OEMshield (BS) positions cannot exceed 5 lots. This can be all together under one symbol OR 5 different symbols with one lot each.
- 17. We reserve the right to monitor all OEMshield activations for abuse and or manipulation, including but not limited to, such cases where We reasonably detect collaborations with other Subscribers and or over one or more accounts of one Subscriber, hedging positions internally or externally and or not acting in good faith.
- 18. In the event that we reasonably determine, in Our sole discretion, that abuse or manipulation of OEMshield is or has or will take place, we reserve the right to scrub the trade or trades in question with immediate effect and without any compensation to You, upon becoming aware of such abuse or manipulation.
- 19. We accept no liability whatsoever for any losses that may be incurred by You as a result of the removal of the OEMshield feature pursuant to the abuse and or manipulation provisions.
- 20. We reserve the right to disable OEMshield at Our discretion at any time and without any prior notice.

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