



PAMM Terms & Conditions

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Definitions

“Company” means MarketsVox (SC) Ltd, incorporated and registered under the laws of Seychelles with Company number 8430368-1 and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated as a Securities Dealer by the Financial Services Authority under Securities Dealer license number SD142.

“Fees” means the amounts paid by the Investor to Money Manager and other parties, which include Performance Fee, Management Fee and Agent Commissions.

“Investor” is a Client of the Company, who uses the PAMM Service in order to invest funds with the Money Manager according to his Offer, and shares the Fees with the Money Manager.

“Investment Account” is a special type of Trading Account that is used by the Investor in order to make an investment.

“Money Manager” is a Client of the Company, who uses the PAMM Service in order to create Offers and realize specific trading strategies available for Investors to invest with, and gain Fees from Investors.

“Money Manager’s Account” is a special type of Trading Account that is used by Money Manager to consolidate the balances of Investment Accounts and trade.

“Offer” is a specific investment programme with its own set of parameters, such as trading interval, minimum deposit, Fees size and others, created by Money Manager.

“PAMM” means Percentage allocation management module.

“PAMM Service” means a specific technology and set of software features designed to put Investors’ Investment Account under the control of the Money Manager for the Fees paid to the Money Manager.

“PAMM Website” means <https://pamm.marketsvox.com/>

“Terms” means these PAMM Terms & Conditions

1. Introduction

- 1.1 MarketsVox (SC) Ltd is a limited liability company incorporated and registered under the laws of Seychelles with Company number 8430368-1 and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated as a Securities Dealer by the Financial Services Authority under the Securities Dealer license number SD142 for the provision of the investment services.
- 1.2 The Client is requested to read these Terms and make sure they understand it prior using any of the PAMM Service the Company provides.
- 1.3 Scope and application: These terms govern the provision of the PAMM Service and the use of the PAMM Service either as a Money Manager or as an Investor. The Client is required to accept these Terms provided that he has read and agrees with it by checking and/or clicking the respective acceptance checkbox during the registration on the PAMM Website.
- 1.4 These Terms present an integral part of the Client Services Agreement and all matters not specifically described herein shall be governed by the rules and regulations of the Client Services Agreement and attachments thereto.

2. PAMM Services

- 2.1 PAMM Service is designed to put Investors' Investment Account under the control of the Money Manager. PAMM Services combines Investors' Investment Accounts into a single Money Manager's Account to be managed by the Money Manager. The Money Manager trades with the Company taking into account Investors' interests.
- 2.2 Investors chooses Money Manager to invest with on their sole discretion basing on the Offer.
- 2.3 The Company provides no recommendation, advice or solicitation regarding acceptance or rejection of an Offer and carries no responsibility regarding any decisions taken by the Investor or the Money Manager. PAMM Service is not an asset management tool for Investors. Money Manager is an agent of the Investor in relation to the Investment Account and does not provide trust management of the Investor's funds.
- 2.4 The Money Manager is carrying out trading operations on the Investment Account taking into account the best interests of the Investor. Only the Money Manager is

responsible for any trading activities on the Investment account as long as the Offer is accepted. The Company shall reject any claims from the Investor regarding any decisions made by the Investor.

- 2.5** The Company shall not disclose any personal information about Investors and Money Managers to each other, except that information voluntarily provided by Money Managers in the Offer or its description. The Company shall reject any claims from the Investor regarding the legal and/or professional competence of the Money Managers.
- 2.6** An Investor who accepts the Offer confirms that he understands and accepts the nature of inherent risks to the transactions in the CFDs market. The Company therefore states to the Investor that it does not and will not guarantee the recurrence of rates of return that have been made by the Money Manager in the past.
- 2.7** Only the Investor can deposit/withdraw funds to/from the Investment Account. Money Manager shall confirm his acceptance of any deposit to the Investment Account and his approval of any withdrawal from the Investment Account, and the Company shall only process transactions subject to Money Manager's confirmation.
- 2.8** The Company shall perform all calculations of Investment Account and Money Manager's Account and transfer of Fees to the respective parties.
- 2.9** The Investor shall have no right to bring a claim against the Company regarding any trading operations conducted while using PAMM Service. Only the Money Manager, according to procedures set by the Company, may submit a claim for consideration of improper performance of the Company's Trading Terms.
- 2.10** The Company reserves the right to terminate the provision of the PAMM service to any Investor, Money Manager, and/or close any Offer at any time upon its sole discretion. The Company may reject any request of Money Managers or Investors to provide the motives or reasons for such a decision. Such a decision, in relation to any Money Manager, cannot be used by Clients as a fact which can harm the Company, its employees or owners, in the media.

3. Money Manager's Account & Offers

- 3.1** In order to become a Money Manager and create a Money Manager's Account the Client of the Company shall complete Money Manager Registration on the PAMM Website using their existing Trading Account with the Company. Please note that although an existing Trading Account is used for the purposes of Money Manager registration and login, the Company shall create new Trading Account which shall be Money Manager's Account. The type, currency and leverage on the newly created Money Manager's Account is the same as on the Trading Account use for registration.
- 3.2** In order to become Money Manager the Client shall be fully verified with the Company.
- 3.3** On the PAMM Website the Money Manager shall have the ability to:
- Carry out trading transactions on Investment Account which joined his Offers on the instruments offered by the Company;
 - Establish new Offers and set out their parameters;
 - Approve deposit/withdrawal requests on his Offers;
 - Obtain balance, equity and other information about Investment Accounts;
 - Withdraw funds from the Money Manager's Account (when applicable);
 - Launch Rollovers to flush the system cache and update the information regarding the equity on Investment Accounts, Money Manager's Account and any financial transactions.
- 3.4** While creating an Offer the Money Manager can set of parameters which determine the conditions for Investors and also the size of the Fees the Company shall use in calculations. Investors accept Offers they can find on the PAMM Website voluntarily based on their preference, and choice of the Offer does not constitute an agreement, material relationship or legally binding contact between Investor, Money Manager and the Company. Parameters which can be set on the Offer include:
- Name – must abide the general code of conduct and should not contain obscene language or any elements that are insulting in nature;
 - Publicity – determines whether Offer is shown publicly on the PAMM Website
 - Description – short description of the offer provided on the PAMM Website should Offer be public, should not contain obscene language or any elements that are insulting in nature;

- Trading Interval – timeframe after which Performance and Management fees are paid out to the Money Manager;
- Minimum deposit amount;
- Minimum withdrawal amount;
- Minimum initial investment amount;
- Performance Fees size – the percentage of the profits made while using PAMM Services which is allocated to the Money Manager. Performance Fees can be tiered, in such case thresholds are applied in regards to each Investor;
- Management Fees – the percentage of the equity from the Investment Account charged in favour of the Money Manager on the monthly basis regardless whether there were any profits or not;
- Agent Commissions – the percentage of Performance Fees and Management Fees paid by the Investor to be shared with the Introducing Broker or an affiliate who referred the Investor (if any). The structure of Agent Commissions can be multi-level. Money Manager should never set up Agent Commissions on their own and should always contact the Company should they wish to introduce any Agent Commissions in their Offer.
- Join Links – is the direct link which leads to Investor's registration and investment to the Money Manager's particular Offer.

- 3.5** The Money Manager has no right or shall not be allowed to request the deposit or withdrawal of funds to or from the Investment Accounts.
- 3.6** The Money Manager will receive an acceptance email with the login details after successful registration.
- 3.7** The information about Money Managers, their combined funds, and Offers Money Manager create should they choose the offer to be public shall be publicly displayed on the PAMM Website in the ranking for the Investors to chose.
- 3.8** A Client is permitted to open up to five Money Manager's Accounts. The Company reserves the right to limit the number of Money Manager's Accounts and/or remove, suspend or terminate any of them upon its sole discretion.
- 3.9** Normally, any financial transaction such as deposits and withdrawals shall be reflected on the Money Manager's Account on Rollover, which is happening each few minutes. The Money Manager can initiate manual Rollover to update the information regarding balance/equity on the Money Manager's account.
- 3.10** The Company reserves the right to take any precautionary measures as deemed

necessary in order to protect the best interests of the PAMM Service without prior notice to the Client. In particular, the Company has the right to proceed with the following actions, the list is not exhaustive:

- Modify the PAMM Money Manager's Account leverage;
- Modify the PAMM Money Manager's Account Stop Out Level;
- Restrict the number of investors a PAMM Money Manager's Account can have at any given time;
- Restrict the amount of funds a PAMM Money Manager's Account can accept from investors at any given time;
- Request a PAMM Money Manager's Account to cease operations;
- Close any of the existing Offers of the Money Manager and/or close the Money Manager's Account and terminate these Terms.

3.11 Actions mentioned in the paragraph 3.9 can be undertaken when fraudulent activity or market abuse from either side of Investor or Money Manager is determined or suspected, when either party is found violating these Terms or the Client Services Agreement, or in cases where the Company upon its sole discretion determines that it's in its best interest or for the purposes of protecting Investors to do so.

3.12 Money Manager's Accounts with no trading activity for more than 6 months are automatically removed from the PAMM Website ranking.

4. Investment Account

4.1 Registration of any Client as an Investor is performed by the Company at the time of his acceptance of the Money Manager's Offer. By accepting the Money Manager's Offer the Client confirms that he:

- Has read and understood all of the provisions of these Terms.
- Has all the power and authority to abide by these Terms and understands the significance of his own actions.
- Ensures that the management of the Investor funds cannot entail any violation of the rights of the Investor or any third party.
- Assumes responsibility for enforcing the provisions of these Terms.

4.2 Acceptance of the Offer by the Client and the completion of an application for creation of the Investment Account entails the registration of the Client as an Investor.

- 4.3** A Money Manager's Offer is considered as accepted when an Investor submits a request to deposit funds to the specific Offer. Once the submitted the deposit can not be cancelled by the Investor. The Money Manager shall confirm the deposit and accept the funds and Money Manager shall always have the right to reject the deposit.
- 4.4** An Investor cannot cancel a request to deposit funds once it has been submitted. In case an Investor wants to cancel his investment or withdraw funds, the withdrawal of all the funds invested will need to be submitted. The Money Manager shall approve or decline the withdrawal request upon his sole discretion depending on the current market situation, any open positions and his investment strategy. Should the withdrawal request be rejected by the Money Manager, the Investor should not bring any claim or dispute against the Company.
- 4.5** The Investor shall benefit from the proportion of profits made by the Money Manager calculated on a pro rata basis based on the percentage of his investment in a particular Offer comparing to the sum of all Investors' Equities. Example:

$$\text{Investor's Proportion} = (\text{Investor's Equity} / \text{Sum of all Investors Equities}) * 100.$$
- 4.6** The Company shall automatically deduct any Fees determined by the Money Manager in the parameters of the Offer at the end of each Trading Interval and perform an allocation of the profits.
- 4.7** When the withdrawal is processed, the calculations of Fees shall be performed at the same moment, and withdrawal is only allowed within the amount of Investor's Proportion multiplied by any of the used margin, open positions and/or realised loss.

5. Obligations of Money Managers and Investors

- 5.1** Money Manager acknowledges and accepts CFD trading risks and performs PAMM activity aimed at multiplying Money Manager's and Investors' funds. In case the Company decides that the Money Manager does not comply with the Investor interests, it reserves the right to inform the Investors and/or liquidate the Money Manager's Account.
- 5.2** The Money Manager and Investor guarantee to:
- a. bear all the responsibility for compliance with relevant legislation, including, but not limited to, legislation related to currency, tax and other laws of the country of residence, including full responsibility for the management of Investors' accounts;

- b. provide true and accurate information when registering on the official website as a Client of the Company and when completing all documents related to regulations;
- c. be completely and fully aware of and understand the meaning, terms and conditions of all the applicable terms and conditions which can be found on the Company's Website in the Legal Documents section;
- d. fully understand the consequences of one's actions in the enforcement of these Terms.

5.3 In case of breaching of the abovementioned provisions, or in case of any claims and disputes raised by the Investor in respect of Money Manager's performance, the Money Manager agrees to resolve such claims and disputes and settle the complaints of the Investors and any third parties resulting from his management of Investors' accounts at his own expense and using his own authority.

5.4 The Money Manager and Investor agree to keep the access information secure and confidential, and do not have the right to disclose it to third parties, with the exception of the Investor's Introducing Broker or affiliate of a partner of the Money Manager involved in Agent Commissions calculations, who may be given access to the reports and information required for the calculation of their Remuneration. All actions related to the fulfilment of these Terms and/or usage of login and password are considered executed by the holders of said information. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

5.5 The Manager and Investor do not have the right to:

- assume responsibility on behalf of the Company or put the Company under any obligations;
- use the Company's brand name and/or trademark unless otherwise permitted by the Company;
- publish or assist in any publications related to the Company in mass media, publish or distribute any articles and letters related to the Company or assist in the writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums without the Company's permission;
- make any guarantees and/or promises, or make any claims in relation to any payments on behalf of the Company or using the brand name and/or trademark of the Company in any publications or materials of the similar content;
- perform any other actions that may cause any damage to the Company or raise any complaints directed towards the Company by third parties.

- 5.6 If complaints or any demands are filed against the Company as a result of the Money Manager's actions or inaction, all financial claims and losses suffered by the Company shall be fully compensated by the Money Manager.
- 5.7 Money Manager shall continuously monitor and manage Money Manager's Account. The Company reserves the right to request explanations from the Money Managers for a continuous absence of operations in the appropriate Money Manager's Account (the duration of such period will be determined at the discretion of the Company) and/or liquidate it.

6. Risks

- 6.1 The Company does not provide any guarantee as to the performance of any Offer.
- 6.2 The Investor and Money Manager agree with the fact that participating in the PAMM Service is associated with risks. The Investor and Money Manager fully accept the risk of possible losses that can occur as a result of Money Manager's activity according to the chosen Offer. The Company neither provides investment advice nor provides any personalized investment recommendations and/or advises Investors on the merits of any investments. The Money Manager performs trading operations on its own behalf, account, and risk.
- 6.3 The Investor fully accepts and acknowledges all related risks, including risks related to Money Manager's level of experience and qualifications and possible losses due to the Money Manager's actions.
- 6.4 Money Manager accepts the risks of not receiving the total amount of Fees because of the fact that the Investor may not have sufficient funds for performing such an operation. The Company bears no responsibility and does not compensate for the difference in Fees in such cases.
- 6.5 Both Money Manager and Investor fully accept and acknowledge all risks described in the Client Services Agreement, as well as the risk of volatility and certain restrictions that the Company might impose during the high volatility periods.
- 6.6 The Company bears no liability to participants of the PAMM Service for lost profit or losses, which may directly or indirectly occur as a result of trading operations performed or not performed by an Investor or a Money Manager.

7. Miscellaneous

- 7.1** The Company might prohibit the Client from PAMM Service and suspend the Money Manager's Account or Offer in case of violation of these Terms, Client Services Agreement or any other applicable rules or regulations. If Investment Account is suspended, all Fees shall be paid to the Money Manager and any related parties for any profits up to the moment of suspension. If the Offer is suspended, all orders shall be closed under the current market rates and all Fees shall be paid up to the moment of suspension.
- 7.2** In case of such suspension as well as in cases of termination of the Client Services Agreement according to the p. 22.3, the Company may at its sole discretion cancel all profits gained from PAMM Service as well as relevant Fees and suspend Investment Account or Offer.
- 7.3** The Company reserves the right to reject and/or block the visibility of a proposed and/or existing Offer for any reason including without limitation:
- the provided description of the Offer is not in accordance with the provisions of these Terms and/or any other regulation of the Company and/or it contains illegal and/or unethical references, and/or it
 - contains personal or other information not related to the Offer, and/or does not make sense and/or lacks consistency and/or provides misleading information;
 - the selected name for an Offer is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;
 - the Money Manager has not been fully verified in accordance with the Client Services Agreement;
 - the Money Manager's Offer has been inactive and/or has no trading activity upon it;
 - for any other reason considered as relevant and appropriate by the Company in its sole discretion.
- 7.4** All statistics regarding the trading performance, profits and Fees within the means of PAMM Service is provided in the actual Money Manager's Account or Investment Account currency. Investment can only be made to the Money Manager's Account which is in the same currency as Investment Account.
- 7.5** Trading volumes on the Money Manager's Account shall be counted in for the purposes of Introducing Broker's Remuneration.

7.6 Investment Account and Money Manager's Account shall not be qualified for any Bonuses and any other future possible promotional and bonus programmes, and bonus funds can not be used in PAMM Services. Violation of this paragraph is a hard breach which can lead to the immediate termination of these Terms and cancel of any profits and Fees generated as a part of PAMM Services.