



# **PUBLIC OFFER AGREEMENT**

# Contents

1. Terms and Definitions	3
2. General Provisions	4
3. Procedure of Non-Trading Operations Execution	6
4. Procedure of Trading Operations Execution	8
5. Quotes and Information	12
6. Authorities and Responsibilities of the Company and the Client	12
7. Risk Disclosure	14
8. The Processing of Personal Data	15
9. Procedure of Handling Claims and Disputes	15
10. Term and Termination of the Agreement	16

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# Public offer agreement

This Public offer agreement (hereinafter referred to as **Agreement**) governs the terms and conditions for the services of “Gembell Limited & Tifiya Group s.r.o.” (hereinafter referred to as **Company**) provided online at: [www.pocketoption.com](http://www.pocketoption.com). This **Agreement** is accepted as a web-based document and does not require signing by parties.

The **Client** automatically affirms the full acceptance of the **Agreement** by registering a **Client's Profile** at the **Company's website**. The **Agreement** remains valid until it is terminated by either parties.

## 1. Terms and Definitions

**Client's Area** – a workspace created in the web-interface, used by the **Client** for performing **Trading and Non-Trading Operations** and entering personal information.

**Client** – any person over 18 years of age, using the services of “Gembell Limited & Tifiya Group s.r.o.” in accordance with this **Agreement**.

**Company** – a legal entity, referred to as “Gembell Limited & Tifiya Group s.r.o.”, which provides, in accordance with the provisions of this **Agreement**, the conduct of arbitrage operations for the purchase and sale of CFD contracts.

**Non-Trading Operation** – any operation related to top-up of the **Client's Trading Account** with necessary funds or withdrawal of funds from the **Trading Account**. For **Non-Trading Operations**, the **Company** uses electronic payment systems selected at its discretion and tied to the appropriate interface in the **Client's Area**.

**Client's Profile** – a set of personal data about the **Client**, provided by himself/herself during registration and verification process within the **Client's Area**, and stored on the **Company's** secure server.

**Trading Account** – a specialized account on the **Company’s** server that enables the **Client** to conduct **Trading Operations**.

**Trading Operation** – an arbitration operation for the purchase and sale of trade contracts performed by the **Client** using the **Trading Terminal** available in the **Client’s Area**.

**Trading Server** – a server owned by the **Company** with specialized software installed on it, which serves for conducting **Trading and Non-Trading Operations** of **Clients** and tracking the statistics of these operations.

**Trading Terminal** – a specialized interface located in the **Client’s Area**, connected to the **Company’s Trading Server**, and allowing **Client** to perform **Trading Operations**.

## 2. General Provisions

2.1. The service provided by the **Company** is an Internet service that uses the official website of the **Company** and its **Trading Server** to carry out **Trading Operations**. The use of the service implies the availability of sustainable high-speed Internet connection on the **Client’s** device.

2.2. In its activities, the **Company** is guided by existing Legislation on anti-money laundering and terrorist financing. The **Company** requires the **Client** to correctly enter personal data, and reserves the right to verify the **Client’s** identity, using the necessary methods:

2.2.1. Upload scanned copies of documents confirming the **Client’s** identity and actual place of residence to the **Client’s Profile**;

2.2.2. A phone call to the **Client** at the specified phone number;

2.2.3. Other means necessary at the discretion of the **Company** to confirm the **Client’s** identity and financial activity.

**2.3.** A **Client**, regardless of the legal status (legal or natural person), is prohibited to have more than one **Trading Account** with the **Company**. The **Company** reserves the right to terminate this **Agreement** or reset the results of **Trading Operations** in the event of re-registration of the **Client Profile** or in case of multiple **Trading Accounts** usage by the same **Client**.

**2.4.** A **Client's Profile** is registered in the secured space of the **Client's Area** on the **Company's** official website. The **Company** guarantees confidentiality of the **Client's** personal data in accordance with the provisions of the Section 8 of this **Agreement**.

**2.5.** The **Client** is responsible for the safety of the **Client's Area** authentication data received from the **Company**, in case of loss of access to the **Client's Area**, **Client** must immediately notify the **Company** in order to block access to the funds in the **Trading Account**.

**2.6.** Upon registration, the **Company** automatically provides the **Client** with a **Trading Account** where the **Client** performs all **Trading and Non-Trading Operations**.

**2.7.** The **Company** carries quoting of the **Clients** by using its own paid sources of quotations, applying processing of the quote flow in accordance with the needs of ensuring the liquidity of contracts opened by **Clients**. Quotes of any other companies, and/or quotes taken from other paid sources, cannot be taken into account when considering disputes.

**2.8.** The **Company** provides the **Client** with a specially prepared web interface (**Trading Terminal**) to carry out **Trading Operations** within the **Client's Area**.

**2.9.** The **Company** prohibits the **Client** to resort to any type of fraudulent activity that may be considered by the **Company** in the **Client's** actions aimed at gaining profit using actions or operations not instructed by the **Company**, vulnerabilities in the **Company's** official website, bonus speculation, and trading with a group of persons, including but not limited to hedging transactions from different accounts. In this case, the **Company** reserves the right to terminate this **Agreement** or to reset the results of **Trading Operations**.

**2.10.** The **Company** reserves the right to terminate this **Agreement** or to reset the results of **Trading Operations** in cases of detecting an unfair attitude towards the **Company** as a whole and to the products and services provided, including (but not limited to) insulting employees and partners of the **Company**, slandering, publishing unreliable information about the **Company**, negative reviews, attempted blackmail or extortion by the **Client**.

**2.11.** The **Company** reserves the right to prohibit the **Client** from copying the **Trading Operations** of other traders in case of speculation on copying in small volumes (simultaneous copying of bets with the resulting sum less than \$1) or in other cases, when the **Company** considers that the **Client** is abusing this feature.

**2.12.** The **Client** shall ensure that his/her activities fully comply with the legislation of the country where they are conducted.

**2.13.** The **Client** acknowledges and accepts the responsibility for the payment of all taxes and fees which may arise from the performance of **Trading Operations**.

### **3. Procedure of Non-Trading Operations Execution**

**3.1. Non-Trading Operations** include operations performed by the **Client** to top-up the **Trading Account** as well as withdraw funds from it (deposit and withdrawal of funds).

**3.2. Non-Trading Operations** are performed by the **Client** with the help of the **Client's Area** functionality. The **Company** does not carry out **Non-Trading Operations** requested using conventional means of communication (Email, ICQ, Live-chat, etc.).

**3.3.** While performing **Non-Trading Operations**, the **Client** is only allowed to use personal funds held in electronic and bank payment accounts owned by the **Client**.

**3.4.** The currency of the **Trading Account** is the US dollar. The currency is used to display **Client's Trading Account** balance. **Trading Account** currency cannot be changed by the **Client**. Automatic recalculation of the deposited amount from the currency used by the **Client** to the currency of the **Trading Account** is applied when **Client** deposits funds into the **Trading Account**. The same process occurs during withdrawal procedures.

**3.5.** In case of currency conversion, the **Company** uses exchange rate in accordance with the quotes that are received from supported electronic payment providers at the time of the **Non-Trading Operation** execution.

**3.6.** The **Company** sets the following minimum amounts for **Non-Trading Operations** (unless specified otherwise):

- Deposit – 50 USD;
- Withdrawal – 10 USD.

**3.7.** If the **Client** uses different wallets for a **Trading Account** top-up, the withdrawal of funds to these wallets will be carried out in the same proportion in which the deposit was made. If the **Company** is not able to process the withdrawal of funds to the wallets indicated by the **Client**, the **Company** is obliged to contact the **Client** in order to change the selected payment systems or wallets.

**3.8.** If the **Client** uses bank cards to replenish the **Trading Account**, the **Client** agrees that the **Company** can save the bank card payment details in order to implement the "quick top-up" function of the **Trading Account** in one click, when the **Client** uses the appropriate functionality in the **Client's Area**. The **Client** can disable this service upon request, by contacting the **Company's** support service.

**3.9.** In order to ensure compliance with the requirements of generally accepted Legislative standards, as well as to protect **Clients'** funds, the withdrawal of funds shall be performed using the same payment method that was previously used for depositing, and by using the same payment details.

**3.10.** The **Company** does not allow the use of the provided services as a mean to extract profits from **Non-Trading Operations**, or in any way other than its intended purpose.

## 4. Procedure of Trading Operations Execution

**4.1. Trading Operations** include arbitrage operations for sale and purchase of trade contracts with the trading instruments provided by the **Company**. These operations are executed via **Trading Terminal** provided by the **Company** within the **Client's Area**. The processing of all **Clients' Trading Operations** is carried out by the **Company** using the **Trading Server** at its disposal with the appropriate software.

**4.2.** The **Company** provides quotes in the **Trading Terminal**, indicating the price in a single **Plost** quote, which is calculated by the formula:  $P_{lost} = P_{bid} + (P_{ask} - P_{bid})/2$

Where: **Plost** - the price that is used for executing **Trading Operations** and transactions that take place for opening and closing trade contracts. **Pbid** - the Bid price provided to the **Company** by its liquidity providers. **Pask** - the Ask price provided to the **Company** by its liquidity providers.

**4.3.** **Trading** on the **Company's Trading Server** is also performed at the price of **Plost**. The **Company** allows **Trading Operations** and quotes around the clock.

**4.4.** The **Company** uses the «Market Execution» quotation technology for the **Trading Operations** execution and performs a transaction at the price that exists at the time of the **Client's** request processing in the queue of **Clients' requests** on the **Company's Trading Server**. The maximum deviation of the price indicated in the **Client's Trading Terminal** from the price existing on the **Company's Trading Server** does not exceed the value of the two average spreads for this trading instrument in the periods corresponding to the average volatility of this instrument.



4.7. The **Company** reserves the right to refuse the **Client** to conduct a **Trade Operation** if, at the moment the **Client** makes a request to open a contract, the **Company** does not have enough liquidity in the trading instrument chosen by the **Client** by the time the contract expires. In this case, upon clicking the corresponding button in the **Trading Terminal**, the **Client** receives a notification.

4.8. The amount of funds paid to the **Client** in the event of a positive outcome of the trade contract concluded by him/her is determined by the **Company** as a percentage of the amount of collateral determined by the **Client** at the time of the execution of the trade contract using the corresponding interface element of the **Trading Terminal**.

4.9. As a part of services provided by the **Company**, **Client** is offered to purchase, sell trade contracts or not to participate in operations. The trade contracts come in a variety of classes, depending on the purchase method.

4.10. The **Client** has the possibility to keep any number of simultaneously opened **Trading Operations** on his **Trading Account** for any expiration date of any class of trade contracts available. At the same time, the total volume of all newly opened **Trading Operations** cannot exceed the amount of the **Client's** balance in the **Trading Terminal**.

4.11. The **Company** implements the following mandatory mechanisms for conducting **Trading Operations** with CFD contracts of the «High - Low» class:

4.11.1. The **Client**, using the **Trading Terminal** provided inside of the **Client's Area**, determines the parameters of a **Trading Operation**: a trading instrument, a contract expiration time, a transaction volume, a contract type («Call» or «Put»). The price displayed in the **Client's Trading Terminal** is a  $P_{lost}$  price.

**4.11.2.** Depending on the liquidity volumes presently existing at the liquidity providers, the yield of a trade contract as a percentage in case of its positive execution is determined by the trading instrument chosen by the **Client** in the **Client's Trading Terminal**. The level of profitability is determined for each specific **Trading Operation** and is displayed in the corresponding interface of the **Client's Trading Terminal**.

**4.11.3.** When the **Client** clicks the «Call» or «Put» button in the **Trading Terminal**, the parameters of the **Trading Operation** defined by the **Client** are fixed and transferred to the **Company's Trading Server**. The **Trading Server** receives a request from the **Client's Trading Terminal** and puts it in a queue for processing. At this point, the **Client's Trading Account** records the amount of collateral for the execution of a trade contract in accordance with the amount set by the **Client**.

**4.11.4.** At the moment of occurrence of the queue for processing the **Client's** request, the **Trading Server** reads the main parameters of the **Trade Operation**, carries out the production of the operation itself at the price that currently exists on the **Company's Server** with a record of this operation in the server database. Processing of **Trade Operations**, thus, is carried out by the «Market execution» technology.

**4.11.5.** The processing time for **Client's** request depends on the quality of the connection between the **Client's Trading Terminal** and the **Trading Server** as well as on the current market for the the asset. Under normal market conditions, a **Client's** request is typically processed within 0 – 4 seconds. Under abnormal market conditions the processing time may be increased.

**4.11.6.** At the time of the trade contract expiration, the price at which the entry into the contract was made is compared with the closing price. Onwards, the following algorithm is used:

#### 4.11.6.1. For a «Call» type contract:

- if the closing price of the contract exceeds the opening price of the contract (in a strict compliance,  $P_{\text{opening}} < P_{\text{closing}}$ ), then such contract is considered to be executed. The fixed margin amount and the payout for the execution of this trade contract are transferred to the **Client's Trading Account** in accordance with the value indicated in the **Client's Trading Terminal** at the moment when he/she uses the «Call» button.
- if the closing price of the contract is less than the opening price of the contract (in a strict compliance,  $P_{\text{opening}} > P_{\text{closing}}$ ), then such contract is considered unfulfilled. A withdrawal of a fixed margin amount from the **Client's Trading Account** is initiated.

#### 4.11.6.2. For a «Put» type contract:

- if the closing price of this contract is less than the opening price of the contract (in a strict compliance,  $P_{\text{opening}} > P_{\text{closing}}$ ), then such contract is considered to be executed. The fixed margin amount and the payout for the execution of this trade contract are transferred to the **Client's Trading Account** in accordance with the value indicated in the **Client's Trading Terminal** at the moment when he/she uses the «Put» button.
- if the closing price of the contract is more than the opening price of the contract (in a strict compliance,  $P_{\text{opening}} < P_{\text{closing}}$ ), then such contract is considered unfulfilled. There is a withdrawal from the **Client's Trading Account** of the fixed margin amount.

#### 4.11.7. The **Company** reserves the right to cancel or revise the results of the **Client's Trading Operation** in the following cases:

- The **Trading Operation** is opened/closed at a non-market quotation;
- The **Trading Operation** is performed with the help of unauthorized bot software;
- In case of software failures or other malfunction on the **Trading Server**;
- Synthetic **Trading Operations** (locks) on trade contracts may be invalidated in the event of revealing obvious signs of abuse.

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## 5. Quotes and Information

**5.1.** The price offered in the **Company's Trading Terminal** is used for **Trading Operations**. Trading conditions for instruments are specified in the contract specifications. All issues related to determining the current price level in the market are in the sole competence of the **Company**, their values are the same for all **Clients** of the **Company**.

**5.2.** In the event of an unplanned interruption in the flow of server quotes caused by a hardware or software failure, the **Company** reserves the right to synchronize the base of Public offer quotations on the **Trading Server** with other sources. Such sources may be:

- A. the quotes base of the liquidity provider;
- B. the quotes base of a news agency.

**5.3.** In the event of a failure in profit calculation by the type of trade contract/instrument as a result of incorrect response of the software and/or hardware of the **Trading Server**, the **Company** reserves the right to:

- A. Cancel a mistakenly opened position;
- B. Adjust a mistakenly executed **Trading Operation** according with the current values.

**5.4.** The method of adjusting or changing the volume, price and/or number of **Trading Operations** (and/or the level or volume of any order) is determined by the **Company** and is final and binding on the **Client**. The **Company** undertakes to inform the **Client** of any adjustment or such change as soon as this becomes possible.

## 6. Authorities and Responsibilities of the Company and the Client

**6.1.** The **Client** is not entitled to request any trading recommendations or other information that motivates to commit **Trading Operations** from the **Company** representatives. The **Company** undertakes not to give the **Client** any recommendations directly motivating the **Client** to perform any **Trading Operations**. This provision does not apply to the issuance of general recommendations by the **Company** on the use of CFD trading strategies.

**6.2.** The **Client** guarantees the **Company** protection against any obligations, expenses, claims, damages that the **Company** may incur both directly and indirectly due to the inability of the **Client** to fulfill its obligations to third parties both in connection with its activities in the **Company** and outside it.

**6.3.** The **Company** is not a provider of communication (Internet connection) services and is not liable for non-fulfillment of obligations due to failure in communication channels.

**6.4.** The **Client** is obliged to provide copies of the identification and residence address confirmation documents, as well as comply with any other verification steps as determined by the **Company**.

**6.5.** The **Client** undertakes not to distribute in any media (social media, forums, blogs, newspapers, radio, television, including but not limited to the above-mentioned) any information about the **Company** without prior approval of the content with its official representative.

**6.6.** The **Company** reserves the right to amend this **Agreement** in whole or in part without notifying the **Client**. The current **Agreement** can be found on the official website of the **Company**, the revision date is indicated in the appropriate section.

**6.7.** The **Company** is not liable to the **Client** for any losses incurred as a result of using the service provided by the **Company**; the **Company** does not compensate for moral damage or loss of profits, unless otherwise specified in this **Agreement** or other legal documents of the **Company**.

**6.8.** The main communication method between the **Company** and the **Client** is email correspondence, which does not cancel the **Company's** obligation to provide the **Client** with the necessary support using other means and methods of communication available on its official website.

**6.9.** The **Company** provides the following procedure for settlements with **Clients**:

**6.9.1. Client's Trading Accounts** top-up is performed automatically in most cases, without the participation of the **Company's** staff. In exceptional cases, in the event of malfunctions in the software of intermediaries involved in payments processing, the **Company** at its discretion may process the accrual of funds on **Trading Account** manually. If the deposit is processed manually, the **Client** must specify transfer id number, date & time, payment method used, sender and recipient wallet details when contacting the **Company's** support service.

**6.9.2.** Withdrawal of funds from the **Trading Accounts** of the **Clients** is carried out only in manual mode after the **Client** submits the relevant form in the **Client Area**. The **Client** cannot withdraw an amount that exceeds the amount of funds displayed in his/her Trading Account as the available balance. When the **Client** submits withdrawal form, the corresponding amount is debited from the available funds on the **Client's Trading Account**. The withdrawal requests processing is executed within a period of three business days. In certain cases, the **Company** reserves the right to extend the period required for applications processing up to 14 business days, having notified the **Client** in advance.

## 7. Risk Disclosure

**7.1.** The **Client** assumes the risks of the following types:

**7.1.1.** General risks in investing associated with the possible loss of invested funds as a result of committed **Trading Operations**. Such risks are not subject to state insurance and are not protected by any legislative acts.

**7.1.2.** Risks associated with the provision of online trading. The **Client** is aware that the **Trading Operations** are secured using the electronic trading system and are not directly connected with any existing global trading platform. All communications are carried out via communication channels.

**7.1.3.** Risks associated with the use of third party electronic payment systems.

**7.2.** The **Client** is aware that he/she cannot invest funds in his/her **Trading Account**, the loss of which will significantly impair the quality of his life or create problems for the client in relations with third parties.

## 8. The Processing of Personal Data

**8.1.** The **Company** is guided by the provisions generally accepted in world practice for processing of **Clients'** personal data.

**8.2.** The **Company** ensures the safety of the **Clients'** personal data in the form in which they are entered by the **Client** during registration on the official website of the **Company** and within the **Client's Profile**.

**8.3.** The **Client** has the right to change personal data in his/her **Client's Area**, except for the email address. The data can be changed only when the **Client** personally contacts the support service of the **Company** after proper identification.

**8.4.** The **Company** uses «cookies» technology on its website, in order to provide statistical information storage.

**8.5.** The **Company** has an affiliate program, but does not provide partners with any personal data about their referrals.

**8.6.** The **Company's** mobile application can gather anonymized stats on the installed applications.

## 9. Procedure of Handling Claims and Disputes

**9.1.** All disputes between the **Company** and the **Client** are resolved in a complaint procedure by negotiation and correspondence.

**9.2.** The **Company** accepts claims arising under this **Agreement** only by email [support@pocketoption.com](mailto:support@pocketoption.com) and not later than seven business days from the date (day) of a disputed case.

**9.3.** The **Company** is obliged to review the claim of the **Client** in a period not exceeding 14 business days upon receiving a written complaint from the **Client**, and to notify the **Client** about the outcome of the complaint by email.

**9.4.** The **Company** does not compensate the **Clients** for any loss of profit or moral damage in the event of a positive decision on the **Client's** claim. The **Company** makes a compensation payment to the **Client's Trading Account** or cancels the result of the disputed **Trading Operation**, bringing the balance of the **Client's Trading Account** back the way it was in the case if the disputed **Trading Operation** would not have been carried out. The results of other **Trading Operations** on the **Client's Trading Account** are not affected.

**9.5.** The compensation payment is credited to the **Client's Trading Account** within one business day after a positive decision has been taken on the **Client's** claim.

**9.6.** In the event of a dispute that is not described in this **Agreement**, the **Company**, when making a final decision, is guided by the norms of generally accepted international practices and ideas about a fair settlement of the dispute.

## **10. Term and Termination of the Agreement**

**10.1.** This **Agreement** becomes effective from the moment the **Client** logs into his **Client's Area** for the first time at <https://pocketoption.com/register/> (**Client's Profile** registration) and will be valid in perpetuity.

**10.2.** Either Party may terminate this **Agreement** unilaterally:

**10.2.1.** The **Agreement** shall be considered terminated at the initiative of the **Client** initiative within seven business days from the moment of closing the **Client's Profile** in the **Client's Area** or receiving the written notification from the **Client** containing the request for termination of the **Agreement**, provided that the **Client** has no unfulfilled obligations hereunder. Notice of termination must be sent by the **Client** to the **Company's** email: [support@pocketoption.com](mailto:support@pocketoption.com)

**10.2.2.** The **Company** has the right to unilaterally, without explanation, terminate the **Agreement** with the **Client**. However, the **Company** undertakes to comply with its financial obligations to the **Client** at the time of termination of the **Agreement** within 30 business days, provided that the **Client** has no unfulfilled obligations hereunder.



**10.2.3.** The **Company** has the right to unilaterally terminate the **Agreement** without prior notice to the **Client** in the event of a violation of one or several provisions of the following **Agreement**.

**10.3.** This **Agreement** is considered terminated with respect to the Parties, when the mutual obligations of the **Client** and of the **Company** with respect to previously made **Non-Trading Operations** are fulfilled and all debts of each Party are repaid, provided that the **Client** has no unfulfilled obligations hereunder.