



SIMARTEX broker (UK) - TERMS AND CONDITIONS SECTION A - GENERAL INTRODUCTION 1. Background and Overview

1.1. Terms and Conditions

These Terms and Conditions (the “Terms”) govern the CFD Trading, Spread Betting, and Share Dealing Services provided by SIMARTEX broker (UK) Limited (“SIMARTEX broker,” “we,” “us,” “our,” or “the Firm”) to its customers (“you,” “your,” “Customer”). SIMARTEX broker is a firm authorized and regulated by the Financial Conduct Authority (“FCA”) with its registered office at 3rd Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL, UNITED KINGDOM.

1.2. Acceptance as a Customer

Upon acceptance as a Customer, these Terms, along with the Risk Disclosure Statement, Order Execution Policy, Privacy Policy, Conflicts of Interest Policy, Complaints Handling Procedure, and Cookies Policy (collectively, the “Policies”), constitute the legal agreement between you and SIMARTEX broker (the “Agreement”). These Policies are available on our official website (the “Website”) and Mobile Application (the “Mobile App”). You should carefully review and understand these Terms before engaging in any trading activities with us.

1.3. Services Provided

SIMARTEX offers the following investment services (the “Services”):

Contract for Difference (CFD) Trading Spread Betting Services Share Dealing Services

For the purposes of these Terms, CFD Trading and Spread Betting Services are collectively referred to as the “CFD Trading and Spread Betting Services.”

1.4. Legal Relationship

This Agreement supersedes any prior agreements between you and us regarding the same subject matter. It governs all orders placed, transactions executed on your behalf,

and the custody of instruments acquired through SIMARTEX broker. The Agreement becomes effective once we confirm your acceptance as a customer and your trading account is opened.

1.5. Execution-Only Basis

Our Services are provided strictly on an execution-only basis. We do not provide investment advice or recommendations.

1.6. Availability of Services

Our trading platform is not a regulated exchange. All trades are executed directly with us, meaning you cannot trade with third parties through the platform.

1.7. Contact and Support

If you have any questions regarding these Terms, please contact us at:
[\(support@simartex.com\)](mailto:support@simartex.com)

SECTION B - COMMON TERMS

1. Availability of Services

1.1. Customer Eligibility

To use our trading platform, you must:

- Be at least 18 years old.
- Be domiciled in a jurisdiction where CFD and Spread Betting services are legally permitted.
- Not be domiciled in the United States.
- Provide all necessary identification documents and financial information required by SIMARTEX broker.

1.2. Jurisdictional Restrictions

Access to our trading platform may be restricted or blocked in certain jurisdictions. It is your responsibility to ensure compliance with local laws before attempting to access our services.

1.3. Service Discretion

SIMARTEX broker reserves the right to refuse service to any individual and modify eligibility criteria at any time.

1.4. Trading Platform Usage

Upon acceptance, SIMARTEX broker grants you a non-exclusive, revocable, and non-transferable license to use our trading platform for personal investment purposes. Proprietary rights in the platform remain with us.

2. Customer Verification and Categorization

2.1. Identity Verification

We are required to verify the identity of all Customers under applicable regulations. We may request additional documentation or use electronic verification methods as part of this process.

2.2. Customer Categorization

By default, all Customers are categorized as **Retail Customers** unless notified otherwise. Professional Customers may lose certain regulatory protections.

2.3. Appropriateness Assessment

Before offering services, we assess whether our products are appropriate for you based on your knowledge, experience, and financial situation. If we determine that trading CFDs and Spread Bets is not appropriate for you, we will notify you accordingly.

3. Order Execution and Trading

3.1. Placing Order

Order must be placed electronically through the Website or Mobile App. Orders are executed based on prevailing market prices.

3.2. Refusal of Order

We reserve the right to refuse or cancel orders under certain conditions, including market closure, insufficient funds, or suspected fraudulent activity.

3.3. Order Execution Policy

Orders will be executed in accordance with our Order Execution Policy, which ensures the best possible outcome for our customers.

3.4. Market Risks

You acknowledge that trading in financial markets involves risks, including price volatility and liquidity risks.

4. Payment, Withdrawals, and Fees

4.1. Deposits and Withdrawals

- Funds must be deposited from an account in your name. Third-party deposits are not permitted.
- Withdrawals will be processed to the original funding source unless otherwise agreed.

4.2. Transaction Fees

Applicable fees for trading and withdrawals are detailed in our Fee Schedule, available on the Website.

4.3. Inactive Accounts

Account with no activity for six months may be classified as inactive and subject to administrative fees.

5. Termination and Account Closure

5.1. Termination by the Customer

You may close your account by providing written notice, provided there are no outstanding obligations.

5.2. Termination by SIMARTEX broker

We reserve the right to terminate accounts due to inactivity, non-compliance with our policies, or suspected fraudulent activities.

5.3. Effect of Termination

Upon termination, all outstanding obligations must be settled before account closure.

6. Disclosure and Liability

6.1. Market Risks

CFDs and Spread Bets are leveraged products that carry a high risk of loss. You should only trade if you fully understand the risks involved.

6.2. Liability Disclaimer

SIMARTEX broker is not liable for losses resulting from market fluctuations, system failures, or third-party service providers.

7. Miscellaneous Provisions

7.1. Amendments to Terms

SIMARTEX broker reserves the right to amend these Terms at any time. Customers will be notified of any material changes.

7.2. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

By proceeding with our services, you confirm that you have read, understood, and agreed to these Terms and Conditions.