



stonefort  
Terms and  
Conditions

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## 1. Introduction

1.1. These Terms and Conditions (the "Agreement") is governing your legal and/or business relation with Stonefort Securities Limited (hereinafter referred to as "SFS") your use of the services provided by SFS.

SFS is an Authorized Financial Services Company, holding an Investment Dealer (Full Service Dealer, excluding Underwriting ) License, as per the Section 28 of the Securities Act 1905 , Rule 4 of the Securities (Licensing) Rules 1907, and the Financial Services (Consolidated Licensing and Fees) Rules 1908, Financial Services Commission, Mauritius (FSC) under license number GB 24192820.

1.2. It is essential that you read and understand these terms and we will ensure that you have a proper opportunity to do so by not allowing you to trade until you have confirmed to us that you have read these terms. If you have any questions, please let us know [customersupport@stonefortsecurities.com](mailto:customersupport@stonefortsecurities.com).

## 2. Definitions

2.1. "Client, you" means any person, natural or legal entity, that accepted the Terms and Conditions.

2.2. "Account" means the trading account created by the Client with SFS.

2.3. "Services" means the CFD trading and related financial services and any authorized financial services that SFS can provide as an Investment Dealer (Full Service Dealer, excluding Underwriting ) License, as per the Section 28 of the Securities Act 1905 , Rule 4 of the Securities (Licensing) Rules 1907, and the Financial Services (Consolidated Licensing and Fees) Rules 1908, Financial Services Commission, Mauritius.

2.4. "FSC" refers to the Financial Services Commission of Mauritius, under which SFS is granted the relevant License .

2.5. “effective date” means the date that you accept these Terms and Conditions.

### 3. Eligibility

3.1. To use the Services, you must be at least 17 years old and have the legal capacity to enter into business and/or legally binding agreements

3.2. SFS does not provide services to citizens or residents of the United States and/or any other citizens and/or residents of the countries mentioned on our [website](#) and or any other Country that the FSC prohibits SFS to have any connections and/or relations and/or legal and business relations with.

### 4. Account Registration and Maintenance

4.1. To Create an Account, you must complete the registration process and provide accurate, current, and complete information as requested.

4.2. You are responsible for maintaining the confidentiality of your login information and are fully responsible for all activities that occur under your Account. You should not provide access to your Account and/or share your credentials with ANYONE. In case you decide to do so WE DO NOT have any responsibility in case of any loss and/or damage of any kind.

4.3. SFS reserves the right to refuse to open an Account or close an existing Account at its discretion.

4.4. By Accepting these Terms and Conditions it means that you automatically agree to act as per the SFS’ Policies and Procedures as they may be amended from time to time.

## 5. Regulation and Compliance with the Relevant Rules, Laws and Regulations

5.1. SFS is regulated by the FSC and complies with all applicable laws and regulations, including anti-money laundering (AML) and counter-terrorism financing (CTF) Laws.

5.2. SFS is obliged to perform Know Your Client procedures (KYC) on all Clients and may request additional information or documentation as required by the FSC and/or SFS finds proper, in order to comply with the relevant Regulatory and/or other requirements.

5.3. SFS reserves the right to terminate any Account if it is found to be in breach of any of the present Terms and Conditions and/or acting in any suspicious manner, market abuse, arbitrage and/or any other illegal manner.

## 6. Risk Disclosure

6.1. Trading on margins carries a high level of risk to your capital, and you may lose more than your initial deposit. We are advising you to read the full risk warning before opening an account with SFS. Margined trades are trades based on the price movement of an underlying financial product.

6.2. They are settled based on the respective difference between the opening price and closing price of the trade. Foreign exchange (forex, FX) and Contracts for Difference (CFDs) on Currencies, Commodities, Indices, or Equities are all margin-traded products and thus inherently carry a high-risk level that is not suitable for all investors.

6.3. Prior to opening an account with SFS, you should carefully consider your objectives, financial situation, relevant experience and understanding with regards to trading.

6.4. You should ensure that you will be able to manage, understand the risks involved, and sustain any losses.

6.5. You should only trade with capital that you can afford to lose.

6.6. SFS recommends seeking advice from a separate/independent financial advisor. You should note that Margin trading is based on leverage that allows

you to execute large trades by only investing a small amount of money as a margin. If the price moves in your favor, you can significantly increase your profits. You should understand that even a very small movement in the non-desirable price may lead to substantial losses, please note that in this case you may be required to deposit additional margin immediately to keep your positions open.

6.7. Note that you are liable for any losses that may occur in case of closed positions. Have in mind that not all trades can be opened or closed 24 hours a day. Your orders/positions are based on our prices and not those on any exchange.

6.8. Depending on the market, our prices will usually be based on an exchange price but can fluctuate away from the underlying fees due to various reasons.

6.9. There are risks associated with online trading systems, including, but not limited to, software and hardware failure and internet disconnection. SFS does not control signal power, its reception or routing via the internet, the configuration of your equipment or reliability of its connection, and cannot be responsible for communication failures, distortions or delays when trading via the internet.

6.10. Note that the content of this website is subject to change at any time without notice and is provided for the sole purpose of assisting traders in making independent investment decisions. SFS has taken reasonable measures to ensure the accuracy of the information on its website. However, we cannot guarantee its accuracy.

6.11. We will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the website.

6.12. The content of the website is only informative. Any opinions, news, research, analysis, prices, or other information contained on our website is provided as general market commentary and does not constitute any investment advice.

6.13. Note that SFS does not accept any liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from the use of or reliance on such information.

## 7. Trading

7.1. SFS provides a platform for trading CFDs using the MetaTrader 5 (MT5) platform. The terms and conditions for trading are detailed in the MT5 user guide and/or any other Platform that SFS may have available.

7.2. All transactions executed through the SFS platform are subject to the rules and regulations of the relevant exchanges and regulatory bodies.

7.3. SFS reserves the right to cancel or reverse any transaction that it deems to have been executed under erroneous conditions.

7.4. When you click the submit button to enter an order through our Online Platform (or give us an order by any other means we may agree) we will be under no obligation to accept it or, if accepted, under no obligation to execute it. Unexecuted orders may be cancelled at our discretion. Once an order has been entered into our Online Platform it may not be altered or cancelled by you.

7.5. We will endeavor to advise you promptly if circumstances arise where we may be unable to accept or execute your orders, provided however that we are under no obligation to provide you with our reasons for not acting on your orders and provided further that we shall not be liable to you in any way if we refuse to follow your orders.

7.6. Before executing any order, we may in our absolute discretion require a deposit of such amount as we may specify in respect of any actual, anticipated or contingent liability you may have to us in respect of anticipated or existing open positions which you have or will have with us (the "Margin Deposit").

7.7. We reserve the right to change the margin requirements at any time and any change may become effective immediately. We may inform you of this by email, via the electronic trading platform, from a recorded line and/or or by posting notice of the change on our website. It is your responsibility to always know the current margin requirement applicable to your account and

your open positions.

7.8. Due to limitations of an Online platform, where it is possible for a market to go negative, we reserve the right to close any open positions and/or settle the market at a predetermined level in the positive, or at the best attainable price, which could also be negative

## 8. Forced Liquidation

8.1. You are required to maintain a sufficient level of Margin Deposit. We reserve our right to close out all open positions:

- If at any time the Margin Deposit held by us is approaching or is no longer sufficient to cover the negative mark to market value of any or all open positions that you have with us.

or

- If at any time the pre-agreed credit limit assigned to you is no longer sufficient to cover the negative mark to market value of any or all open positions that you have open with us.

- i. We shall have the right, in our absolute discretion, to determine the mark to market value of a position or instrument from time to time. In addition to other remedies available to us, if you fail to pay an amount when due under this Agreement, we have the right to close (by either buying or selling) any or all of your open positions.
- ii. We are not obliged to contact you before we take the relevant action. If however we do so, the margin call may be made by email, via the electronic trading platform, telephone call, post or text message. The margin call will be deemed to have been received if we have left a message requesting you to contact us, or if we have been unable to leave a message but made reasonable endeavours to do so.
- iii. It should be noted that SFS cannot guarantee that it will be able to act on behalf of the client in case of extreme market conditions, for example force majeure (act of god) in order to avoid losses of any kind.



## 9. Quoting error

9.1. We will use all reasonable endeavours to provide up- to-date quotes for all currencies, bullion and other instruments traded on or through our Online Platform. However, we give no assurance that the prices quoted are accurate.

9.2. In accordance with the above clauses, should a quoting error occur due to a typographical error or other obvious mistake in a quote or indication (the “Quoting Error”), we are not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error.

9.3. In Case a client benefits from a Quoting Error then SFS will not be obliged to pay any profits deriving from the Quoting Error.

## 10. Fees and Charges

10.1. SFS may charge a fee per transaction as outlined in the Fee Schedule available on the SFS [website](#).

10.2. The Client agrees to pay all applicable fees and charges promptly.

10.3. SFS reserves the right to amend the Fee Schedule at any time it finds proper, with reasonable notice provided to the Client.

## 11. Withdrawal and Deposit of Funds

11.1. The Client may deposit funds into their Account using the methods mentioned on the SFS [website](#). All Withdrawals and/or deposits must comply with the relevant AML and CTF policies, Laws, Rules and Regulations set by the FSC Mauritius and the jurisdiction of Mauritius.

11.2. Withdrawals can only be made to the account holder’s bank account or

through other approved methods.

11.3. SFS reserves the right to refuse or delay a withdrawal if it suspects any fraudulent activity or breach of regulatory requirements.

## 12. Client's Money

12.1. All amounts held in your account will be received and held by us as client money, pass money held on your behalf to an intermediate broker, settlement agent or counterparty located outside Mauritius. The legal and regulatory regime applying to any such person may be different from that of Mauritius and in the event of insolvency or any equivalent failure of that person.

WE DO NOT ACCEPT FUNDS FROM A THIRD PARTY. We only receive funds from our clients' funds.

12.2. Note that in case of no movement on your account for a period of six months (notwithstanding any payments or receipts of charges, interest or similar items) and/or we are unable to trace you despite having taken reasonable steps to do so, we may release your money from the segregated account and dispose of same at our sole discretion and convert your account to DORMANT.

## 13. Leverage

13.1. SFS offers leverage on trading accounts as per the rules and regulations set forth by the FSC.

13.2. The Client must ensure that understands the implications of trading with leverage, including the increased potential for both profits and losses.

## 14. Termination - Cancellation Rights

14.1. You may request to terminate your business relation with SFS, at any time, by giving us written notice, provided that you do not have any open position(s) or have any outstanding liabilities to us.

14.2. We may terminate the provision of our services to you upon notice in writing to you at any time, and once you have received the relevant termination notice. It should be noted that we may close your Account instantly, as per the SFS discretion and/or because of violation of any Policies and/or Procedures and/or Laws and/or Rules and/or Regulations.

14.3. Termination will not affect the completion of transactions initiated prior to us receiving your notice of termination. In addition, you will pay any fees and charges incurred up to the date of termination and any additional expenses necessarily incurred by us (or a third party) in terminating these Terms & Conditions and any losses necessarily realized in settling or concluding outstanding transactions and transferring your funds back to you.

## 15. Limitation of Liability

15.1. SFS its affiliates, directors, officers, employees, agents, shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunities, or other intangible losses, arising out of or in connection with:

- (a) Your use of, or inability to use, the services provided by the Company;
- (b) Any unauthorized access to or alteration of your transmissions or data;
- (c) Statements or conduct of any third party on the services; or
- (d) other

15.2. SFS shall not be liable for any loss or damage arising from any financial transactions or trading activities, including but not limited to the purchase or sale of any financial instruments, conducted through the services. SFS does

not guarantee any profit or return on investment and shall not be liable for any financial loss suffered by you as a result of your trading decisions.

15.3. SFS shall not be liable for any errors or inaccuracies in the information provided through the services.

15.4. SFS shall not be liable for any loss or damage arising from the use of any third-party services, platforms, or websites accessed through links provided by SFS. The inclusion of any link does not imply endorsement or warranty by SFS of the third-party services.

## 16. Indemnity

16.1. You indemnify us on our written demand against all proceedings, actions, costs and expenses, claims, demands and/or other liabilities incurred by us, our agents, or any nominee or custodian, as a consequence of:

- the acceptance of instructions from you or any Authorized User over the telephone or by email or via the Online Platform;
- any breach by you or any Authorized User of any of the terms of this Agreement.

16.2. This indemnity shall not apply to the extent of any liability caused by a breach of this Agreement by us or the gross negligence, fraud or willful default of us, our agents, a nominee or custodian.

16.3. You understand and agree that SFS do not, by implication or otherwise, endorse the operating methods of your nominated investment manager or any third party electronic trading services and solutions providers (including, but not limited to social trading platforms) you may choose to use.

16.4. You hereby release us from any and all liability to such your nominated investment manager or any third party electronic trading services and solutions provider or to anyone claiming through you with respect to the damage, losses or lost profits sustained or alleged to have been sustained as a result of us following the instructions of your nominated investment manager or any third party electronic trading

services and solutions providers or for any matter arising out of the relationship between you and your nominated investment manager or any third party electronic trading services and solutions providers and shall indemnify us from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising there from.

## 17. Governing Law and Jurisdiction

17.1. This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Mauritius and shall be subject to the non-exclusive jurisdiction of the courts of Mauritius.

## 18. Confidentiality and Data Protection

18.1. We will use reasonable endeavors to ensure that all confidential information relating to you and your account is kept confidential. However, you authorize us to disclose information (confidential or not):

- to our employees (or employees of our agents, nominees or custodians or other persons appointed by us in connection with your account) on a need-to-know basis;
- to the FSC and any other regulatory authority, to the extent that they are entitled to the information sought;
- otherwise as may be required by law, best investment business practice, industry regulations or codes of practice.

## 19. [Privacy Policy](#)

## 20. Amendments

20.1. SFS reserves the right to amend these Terms and Conditions at any time and notify you accordingly. Any such amendments will be posted on the SFS website and will become effective immediately upon posting.

20.2. The Client's continued use of the Services, as per the amended Terms and Conditions.

## 21. Miscellaneous

21.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21.2. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision.

21.3. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements.

21.4. If you have a complaint in respect of our Services, you can in the first instance contact us to [customersupport@stonefortsecurities.com](mailto:customersupport@stonefortsecurities.com). Details of our internal complaints policy can be found [here](#).

21.5. Communications between you and SFS, should be in writing or a recorded line or email you and/or, as appropriate, a third party authorized by you, at the address(es) and the other contact details as set out in the Account Opening Application Form or any other address(es) and other contact details you notify to us in writing. To help us manage and administer your account properly our representatives or employees may occasionally call you on the telephone or visit you without clearing this with you first. Therefore, you agree to receive statements and other communications from us by email.

21.6. You understand and consent for the communications written or verbal (call recording) will be kept to SFS records for not less than seven years and/or as it may be required as per the FSC and/or any other Regulatory and/or Governmental Authority.

21.7. Cookies: Cookies are small pieces of information sent by a web browser so it can later be read back from that browser. Cookies may be used on some pages of our Online Platform and website to provide users with a more customized browsing experience. Cookies are not used to determine the personal identity of anyone merely visiting our website. You can choose whether and how a cookie will be accepted by changing your preferences and options in your browser. However, you may not be able to access some parts of the website and Online Platform if you choose to disable the cookie acceptance. We therefore recommend you enable cookie acceptance to benefit from all the services on our website and the Online Platform.

21.8. Consent to Receive Marketing Materials: By accepting these Terms and Conditions your providing your consent, you agree to receive marketing communications, promotions, and other materials from SFS through various channels, including email, SMS, phone calls, and other electronic means.

### **Types of Marketing Materials**

You may receive information about:

- Promotions
- New products or services
- Updates on events, webinars
- Market news
- Educational content
- Other marketing material