

## Terms and Conditions

### 1. General

This contract explains the use of various conditions applied to the services available on the domain of [www.spainoption.com](http://www.spainoption.com) (henceforth "Our site"). Please feel free to use the customer support Live Chat or contact us by e-mail at [support@spainoption.com](mailto:support@spainoption.com) whenever you have a question.

Our website is accessible worldwide to anyone with Internet access. Access to and use of our site are subject to these terms and conditions.

#### BY USING AND ACCESSING OUR WEBSITE, YOU ACCEPT, WITHOUT LIMITATION, ALL OF THESE TERMS AND CONDITIONS

We reserve the right to change these terms and conditions at any time. Change of these Terms & Conditions will occur by the posting of a new and modified version of these terms and conditions on our website. By using our website, you agree in advance that each use will be subject to the then applicable Terms & Conditions.

By using our website you accept its Terms & Conditions and Privacy Statement set forth below. If you do not agree with these policies, discontinue using this site immediately.

### 2. Membership Eligibility

Services are available and reserved only for individuals or businesses that can establish a legally binding contract under the laws applicable in their country of residence. Without limiting the undermentioned terms, our Services are not available to people aged under 18 or who have not attained the legal age ("Minors"). If you are a minor, you can not use this service. PLEASE DO NOT USE THIS SITE IF YOU ARE NOT QUALIFIED.

The company will, on a best efforts basis, ensure no minors register on the site, however, in all circumstances, we shall not be held responsible for misuse of our Services by any unauthorized parties or minors. Services are only available to, and may only be used by individuals and entities that have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring contracts via this site and have done so without relying on any information provided by company managers or contained in the main website. Clients shall bear sole responsibility for any decision made and/or to be made in utilising the company services and understand fully that the managers and/or the site do not in any form provide investment advice.

Note: Citizens of the United States of America are restricted from performing trading activities on the platform due to U.S regulations by the CFTC.

### 3. Online Services Agreement

These Terms and Conditions (hereafter the "Agreement") are made between PORTOVIA and the CLIENT (Account holder at [www.SpainOption.com](http://www.SpainOption.com)). This Agreement applies to both the site and platform, as well as to the electronic content and/or software currently contained on the site that supplies the client with real time information about the option rates of some currencies, stocks and commodities, as well as the program facilities for executing trades in the Binary Options market via the web, phone or fax, and any other features, content or services that the company may add in the future (the "Services").

### 4. Registration Information and Requirements

While registering, you will have to provide certain identifying information. You are responsible for the security of your account's login and password with PORTOVIA. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account.

You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity from PORTOVIA for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

Clients are prohibited from opening multiple accounts in the main website. Duplicate accounts may be closed without notice. The company will retain any bonus awarded to the client and any winnings will be forfeited; any amounts deposited by the client will be returned to the client.

Funds can only be remitted to the person named on the account. Funds cannot be remitted to a beneficiary with a different name (first and last).

### 5. Legal Restrictions

Client warrants its understanding that laws regarding contracts and Internet trading vary throughout the world and it is client's obligation alone to ensure compliance with any law, regulation or directive relevant to client country of domicile. Ability to access the main website does not necessarily mean that the company services and/or client activities

through it are legal under the laws, regulations or directives relevant to client country of domicile. Client declares that money deposited in the account with the company are not laundered or a derivative of drug trafficking, abduction, terrorism or any other criminal or illegal activity.

The prevailing language in case of interpretation will be the ENGLISH language.

## 6. Limited License

PORTOVIA grants client a non-exclusive, non-transferable and limited personal license to access and use the site (the "License"). The License is conditioned on continued client compliance with the terms and conditions of the Agreement. Client agrees not to resell marketing materials provided to them by their manager or permit secured access of the site to others, and not to copy any materials appearing on the site for resale or for any other purpose to others without the prior written consent of the company.

Client shall be responsible and bound by any unauthorized use of the site, made in breach of this section.

Client agrees to use the information received from the information systems of the company for the sole purpose of executing trades inside and within the site.

Client further agrees not to use any electronic communication feature of a Service on this site for any purpose that is unlawful, tortuous, abusive, and intrusive on another privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

The License granted under this Agreement will terminate if the company believes that any information provided by the client, including client email address, is no longer current or accurate, or if the client fails to otherwise comply with any term of condition in this Agreement and all rules and guidelines for each service or the company establishes that the client has abused in any way (including but not limited to engaging in a trade out of market rates), the main website.

Upon notification of such violation, client agrees to cease accessing the Services. Client agrees that the company, at its sole discretion and without notice, may terminate client access to any or all Services, close client open trades, remove and discard any information or content with the Service.

## 7. Risk Disclosure

Clients of PORTOVIA agree to use the site at their own risk. Services promoted and provided on this site are suitable only for clients who are able to bear the loss of all the money they deposit and who are experienced in financial market risk taking. The possibility exists that a client could sustain a loss of some or all of their initial deposit and therefore client should not deposit money that they cannot afford to lose. A client should be aware of all the risks associated with options trading and seek advice from an independent financial advisor if they have any doubts.

## 8. Financial Information

PORTOVIA may make available to a Client through one or more of its Services a broad range of financial information that is generated internally, or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information").

PORTOVIA does not endorse or approve the Financial Information and we make it available to the client only as a courtesy. The company and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Financial Information, or warrant any results from client's use or reliance on the financial information, which is readily accessible through other venues.

Financial Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither the company nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information. This information is not part of the Services provided to a client and is only a courtesy. Either provider may discontinue offering Financial Information at any time without notice.

It is a client's duty to verify the reliability of the information on the site and its suitability to their interest.

The company disclaims any liability for any inaccuracies, loss or damage or any kind allegedly caused by information presented on or referenced by the site.

Client shall not treat the licensee as a financial institution nor expect interest on their deposits or account balances.

## 9. Links

PORTOVIA provides links to other sites that are controlled or offered by third parties. Such links to a site or sites is not an endorsement, authorization, sponsorship or affiliate with respect to such site, its owners or its providers.

The company cautions clients to ensure that they understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet.

Links to these websites are provided solely as a courtesy, and the client agrees that under no circumstances will client hold the company liable for any loss or damage caused by use of or reliance on any content, goods or services available.

## 10. Cancel feature abuse

Cancel feature enables a client to cancel his position within a few seconds of the execution.

Usage of the cancel feature will be considered as a system abuse if a client cancels positions exceeding 20% of the number of executed options in a trading period.

PORTOVIA reserves the right to cancel any position that is resulted as a cancel abuse, disable the cancel feature, refuse to distribute profits to the client account in case such an abuse is detected.

## 11. Trading Cancellation

PORTOVIA reserves the right in its sole discretion, to refuse or cancel services, and/or refuse to distribute profits to any person for legitimate reasons, including, without limitation:

- if PORTOVIA has reason to believe that a person's activities on the site may be illegal;
- if PORTOVIA may be harmed by any fiscal or pecuniary damage due to anyone's activities;
- if PORTOVIA considers that one or more operations on the site were made in violation of this Agreement.

## 12. Payment procedure

PORTOVIA finance department supervises every withdrawal request submitted. Identification documents along with a Deposit Confirmation Form must be submitted for any withdrawal.

Any delay in submitting the required documents may result in a delayed processing of your withdrawal request. When a withdrawal request is submitted, it may take up to 3 business days to process the request. When your application is approved, please wait for 5 to 7 additional business days before receiving your funds on your account. In any case the funds will be visible on your account within no more than 21 business days.

In case the client's account has been suspected of fraudulent activities or arbitrage, then client's account will be under close scrutiny. If client's account is under investigation, a client shall receive only 10% of client's withdrawable capital on a monthly basis starting from the date the inquiry is initiated. Likewise, no trading benefits assigned to a client will be valid in the instance of the inquiry. Once the investigation is completed, a client shall receive a refund depending on the withdrawable amount remaining. Please note that if ever it has been established that any activity on client's trading account is of fraudulent nature after the inquiry, then the client's trading account will be permanently frozen and a client will be refunded with his initial capital.

## 13. Dormant Trading

In case if client's account remains inactive for over 30 days the Company may deduct in full all bonus amounts credited to a client's account. In the event client's account remains inactive for over 30 days, the Company may charge a client for the provision of the trading platform and the management of client's account, a monthly inactivity fee in an amount of 25\$. A client agrees that he is liable to and will pay the applicable fee as notified from time to time and that the Company may deduct such fee from any funds held by the Company on client's behalf. For the purpose herein, "inactive account" shall mean that during the periods of time mentioned above a client did not make any deposits, withdrawals or trading actions in his account.

## 14. Limited Liability

PORTOVIA is committed to ensure continuity of the Services on the site. However, we assume no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or Services. The company declines the responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any Service.

To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the site or Services for any content posted on or through the site or Services, or the conduct of all users of the site or Services, whether online or offline.

IN NO EVENT PORTOVIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT PORTOVIA HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE PORTOVIA CUMULATIVE LIABILITY TO

YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

#### 15. Anti-Money Laundering

Prohibited Uses: It is prohibited to abuse the official website of PORTOVIA for purposes of money laundering. PORTOVIA employs best practice anti-money laundering. PORTOVIA reserves the right to refuse and to terminate any business relationship, and to cancel any operation of customers who do not comply with the requirements of anti-money laundering:

- Online traders should provide all information required for registration.
- The earnings will be paid to the person who first registered for an account online.
- When a customer maintains an account through wire transfers, the gains will be distributed to the sole owner of the originating bank account. When you make deposits in this way, it is the responsibility of the live trader to ensure that the trader's account number and the registered name of the account owner accompany every transfer to PORTOVIA
- When a deposit is made using a credit card or debit card, the winnings will be distributed solely to the person whose name appears on the card used to make the deposit and will not be reimbursed on the same card.
- Only one account is allowed per person. No gains can be levied on accounts opened under false names or multiple accounts opened by the same person.
- PORTOVIA may, from time to time at its sole discretion, require from a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification as deemed necessary circumstances and may, at its sole discretion, suspend an account until the required proof is provided.
- PORTOVIA reserves the right to cancel any client's account suspected of fraudulent activities and which has failed to provide us with the Know Your Client (KYC) documents. A cancellation fee of 10% and an early withdrawal fee will be deducted from the client's investment funds.

#### 16. Intellectual Property

All content, trademarks, services marks, trade names, logos and icons are the property of PORTOVIA its affiliates and agents, and are protected by copyright laws and international treaties and provisions.

All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from 3rd persons or downloads and prints from the site of the company. Clients will not obtain any intellectual property rights in, or any right or license to use such materials or the site of the company, other than as set out in this Agreement.

Images displayed on the site of the company are either the property of PORTOVIA or used with permission. The Client agrees not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the company.

#### 17. Indemnification

Each client of PORTOVIA agrees to defend and indemnify the company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorneys fees and costs, arising out of / or in any way connected to client's access to / or use of the site or Services of the company client's violation of any of the terms in this Agreement; or client's breach of any applicable laws or regulations.

#### 18. Term and Termination

The term of the Agreement shall be unlimited, however PORTOVIA will be allowed to terminate this Agreement at any time by notice to clients. As of termination, a client shall not be able to carry out new transactions.

#### 19. Force majeure

PORTOVIA shall not bear responsibility to any harm or any form which shall be caused to a Client in the event that such harm is the result of a force majeure and any outside event which is not in the control of PORTOVIA company which influences trading. We shall not bear any responsibility for any delay in communications and/or failure in the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, the Company's computers or the Customer's Computers.

#### 20. General clause

PORTOVIA company will not be liable in any way to any persons in the event of force major, or for the act of any government or legal authority.

In the event that any provision in this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

PORTOVIA company may assign this Agreement or any rights and/or obligations hereunder without a client's consent.

PORTOVIA company may amend the terms of this Agreement from time to time by posting the amended terms on the site. A client is responsible for checking whether the Agreement was amended. Any amendment shall come into force as of the day it was published on the site. If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our Services, and inform us in writing immediately.