

## GENERAL TERMS OF SERVICE

### /SERVICE PROVISION AGREEMENT/

This service agreement /terms of service/ is signed by the user /customer/ "....." last name "....." and the service provider "MOT Forex" LLC /hereinafter referred to as "MOT"/ (collectively referred to as "the parties") and this agreement is to determine the role and the rights of the parties, regulate the relationship that will arise in connection with participation in forex trading and provision of financial settlement services , MEMENTO

You will be able to use the services provided by us and our affiliates after you read and agree to the Terms of Service, Privacy Policy and Consent Form of MOT. Before using our services, please read the terms of this agreement carefully.

By registering on our website, you are deemed to have fully accepted the terms of this User Agreement. If you do not agree with these Terms of Service, you have the right to deactivate your account and stop using our services.

For more information, please refer to the information posted on the website. If you have any questions regarding this Agreement, please contact us at Customer Support at support@motforex.com.

### 1. TERMS OF CONTRACT

MOT reserves the right to amend or modify the terms of this Agreement at any time, and will publicly notify users of such changes by posting the updated Terms of Service and the date of the change on MOT's website.

Changes made to the terms of service shall be effective from the time of publication on the website, and you, the User, shall be deemed to have accepted the revised terms if you continue to use the service after they have been published on the MOT website or have been notified to the user.

#### 1.1. AUTHORIZATION

Persons authorized to enter into a user agreement with the MOT for using the MOT forex account /account/ must be 18 years of age with full legal capacity, be registered with a bank operating in that territory, have an account in their own name, and comply with the Law on Combating Money Laundering and Terrorist Financing and Must not violate the Criminal Code or other applicable laws.

If You do not meet this requirement, You and Your Guardian shall bear all liability arising from Your conduct and MOT shall have the right to cancel Your registration and seek compensation from You and Your Guardian.

#### 1.2. PROHIBITION OF USE

By accessing and using the MOT Services, You acknowledge that You are not on the trade or economic sanctions list.



MOT has the right to choose the market in which to operate and to prohibit or limit the provision of services in certain countries.

This Agreement shall be governed by the laws of the user's country of residence.

MOT reserves the right to restrict prohibited users from accessing and using the Services.

### 1.3. ABOUT THE SERVICE

MOT does not buy, sell, or organize trading in foreign exchange, precious metals, stocks, or virtual assets combination products on the international market, and only provides an electronic service platform that enables trading and forex trading products.

Before participating in trading, the trader has registered with the MOT service, confirmed the registration, opened an account and deposited his funds.

The Merchant may submit a withdrawal request as specified in the Terms of Service.

Trading is done according to the fixed time percentage.

The information posted on the MOT website may be changed for the purpose of simplifying the user's use (others specified by law) without notifying the user.

Before using the MOT service, the user must be aware of the potential risk of trading, and MOT advises all users to be cautious and responsible in trading, as the resulting risk will be borne by their own funds.

The user is fully responsible for the capacity and safety of the equipment used when receiving the service.

MOT pays special attention to the security of the platform in order to ensure the continuity and security of its services, and will issue notices in case of suspension or maintenance due to technical reasons, unexpected or force majeure events, government regulations, hacking attempts, terrorist attacks, technical delays or other unforeseeable events. will not be held responsible for the circumstances. The operation will be temporarily suspended until the operation returns to normal.

In the event of a delay in the operation of the MOT due to any unexpected situation, the user's right to spend will be left open, provided that a notice can be issued at that time and the operation can be temporarily suspended until the operation returns to normal. In this case, if the user is no longer able to carry out spending transactions, prompt action will be taken to open spending rights, and MOT will not be held responsible for the consequences.

MOT will not contact the user through non-official channels and ask for any password, and will not require the transfer of funds or organizations that are not registered in the trading platform and the user from your account to other accounts and wallets.

When receiving a discount or promotion, you should be careful about whether it is our official information channel, whether it contains the purpose of collecting your personal information, whether it is guaranteed



that you are communicating on behalf of our organization, and you are responsible for preventing electronic fraud.

MOT shall not be liable for any damages arising out of the above circumstances.

## 2. ACCOUNT AND REQUIREMENTS

### 2.1. REGISTRATION

In order to use the platform, users must open a new MOT Account and register at <https://motforex.com/signup>.

After you enter your last name, first name, registration number, email address and password, read and accept the Terms of Service, Privacy Policy and Consent Forms, your registration will be successful.

Depending on certain conditions, we reserve the right to refuse to register a user, open an account or provide services.

### 2.2. USER REGISTRATION AND VERIFICATION

By registering for the MOT service and confirming your registration, you agree to provide your personal information. That information can be used in the MOT platform to detect money laundering, terrorist financing, fraud, fraud and other economic crimes. We may also request information from you directly or through third parties to verify your identity and prevent economic crime.

To verify your identity, we collect, but are not limited to, the following information: These include: Your name, email address, contact information, phone number, username, ID, workplace, and title.

By providing the required information, you confirm that the information is correct. User must verify and update each time such information is updated after registration.

If MOT finds that the information submitted by you is incorrect, false, outdated or incomplete, it has the right to require you to update or correct it, or to cancel the service in whole or in part.

If we are unable to contact you through the contact information provided by you, you will be solely responsible for any damages or costs incurred while using the MOT service.

### 2.3. APPLICATION REQUIREMENTS

Accounts on MOT platform can be used only by the person registered under his/her own name. MOT has the right to temporarily suspend, cancel or cancel any account if it is used by someone other than the person registered in its own name or commits illegal actions. MOT shall not be liable under the above circumstances.

### 2.4. SECURITY

MOT has implemented standard protection in the platform to ensure the safety of the funds deposited in the accounts with the trust of its users.



However, please note that there are risks arising from the user's own actions, and you should take your own risk prevention measures to protect your account and personal information.

You are responsible for maintaining and protecting your MOT account and password, and you are solely responsible for all actions related to your login email address, MOT account and password (including disclosing your information to others, submitting your information, agreeing to various rules, regulations and agreements by clicking on the website, including but not limited to online contract updates etc.).

You agree to the following terms. It includes:

- (a) Immediately notify Customer Service if you become aware of any unauthorized use of your MOT account or password or any other breach of security.
- (b) You shall strictly comply with the security, login, trading, account top-up and withdrawal procedures of the Website and Services.
- (c) Ensuring the security of your account.

MOT shall not be liable for any damages or consequences arising from your failure to comply with the above provisions to ensure the security of your account.

## 2.5. DISPUTE RESOLUTION

MOT will resolve any issues and disputes within its jurisdiction. Some matters include infringement of the rights of others, violation of laws and regulations, abnormal trading and other matters not expressly mentioned in the Terms of Service. The user agrees to bear the costs incurred during the dispute resolution process.

Any issues arising from the contract shall be resolved through amicable negotiation. If the parties cannot reach an agreement, it will be decided by the court of Mongolia.

## 3. TERMS AND CONDITIONS TO BE COMPLIED WITH

### 3.1. INSTRUCTIONS

When using the MOT service, you, the user, must comply with the following conditions. It includes:

- Comply with relevant laws, regulations and instructions when using MOT services;
- Not to violate public interest, ethics, and legal rights of others;
- Do not evade taxes or fees due or violate this Agreement or applicable regulations.

The user shall be solely responsible for any legal consequences arising from the violation of the above terms and shall be responsible for compensating MOT for all damages and expenses caused by such violation.



Any commercial use of any information posted on the website is prohibited without the prior written consent of MOT.

The user shall use the website in accordance with the Terms of Service and the Privacy Policy without interfering with the normal operation of the MOT and without engaging in unfair practices prohibited by law or principle.

By accessing MOT's services, you agree that MOT has the right to take the following actions in accordance with the relevant procedures without obtaining the user's consent or prior notice in case of violation. This includes, but is not limited to, the following measures: It includes:

- Cancel or delay order requests;
- Account immobilization;
- Block the right to make income and expenses;
- Report violations to authorities;
- Publication of violations and measures taken;
- Delete any information you post that is related to the violation.

If a third party suffers damage due to a user's violation, the user shall be solely responsible for the legal liability and shall indemnify MOT for any damages, fines, and additional costs incurred by MOT.

If a third party claims compensation due to a user's violation, or the MOT suffers a loss due to an administrative agency's imposition of liability, the offending user shall compensate all such damages and costs, including attorney's fees.

### 3.2. SERVICE FEES AND FEES

MOT reserves the right to charge service fees to users using its services, and MOT shall determine the Service Fee in its sole discretion.

The user shall pay the appropriate fees and charges approved by the MOT management for the services received.

| Account type                                      | Standard  | Scalper |
|---|---|---------|
| Trading platform                                  | Ctrader   | Ctrader |
| Trading fees<br>Basic combinations<br>(per 1 lot) | 3\$<br>/\$3 when the trade order is executed and<br>when the trade is closed/ | 0\$     |



|   |       |                                     |
|---|-------|-------------------------------------|
| Trading fees<br>Gold and stocks<br>(per 1 lot)  | 17\$  | 0\$                                 |
| Spreads (pips)<br>The difference between<br>the buying (BUY/BID)<br>and selling<br>(SELL/ASK) rates | 0.0   | 0.6<br>/On basic combinations only/ |
| Level of withdrawal   | 50%   | 50%                                 |
| SWAP fee  |       |                                     |
| Leverage  | 500:1 | 500:1                               |

The user can use international payment cards, crypto networks, and international electronic payment tools to fund accounts and spend.

For foreign currency spending using payment cards and international payment instruments, the user will pay a fee calculated according to the terms of service of the organization receiving the transaction, and this fee is not related to MOT.

In case of spending using a crypto network, the user will pay the transaction fee of the block chain network being used, and the fee is not related to MOT.

You can see detailed information about commissions for spending from the broker's account by selecting the COMMISSIONS menu on our official website.

User, please note that in case of income, expenditure and transfer with virtual assets, you need to carefully check the wallet address, and MOT is not responsible for the consequences of confusion between the wallet address and the network, or the delay of the transfer due to the speed of the block chain network.

Also, if virtual assets not registered with MOT are transferred to MOT's wallet, the funds cannot be credited to your account and we cannot edit the transaction.

When operating in Mongolia and making expenses to a bank account, the service fee is calculated at the percentage specified by the MOT.

#### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

##### 4.1. USER RIGHTS AND OBLIGATIONS

The user has the following rights: It includes:

Obtain all types of services provided by MOT in accordance with established procedures;

Conducting income and expenditure transactions on registered accounts;

Get account balance and transaction information at any time;

Close your account and terminate the contract early at your own request;



Make suggestions and requests regarding the services received;

Require the service provider to fulfill its contractual obligations.

The user undertakes the following obligations. It includes:

Based on familiarization with MOT's Terms of Service, Privacy Policy, Anti-Money Laundering and Anti-Terrorism Policy, and necessary information, check the information and documents required to open an account stipulated in the relevant law and agreed upon in this contract, obtain services, and adhere to the conditions and procedures specified in the contract;

Provide and update accurate information and facts to MOT;

When the service is provided, the user will authorize the MOT to deduct the relevant fees and charges from their account without further notice;

The user must constantly monitor the password and security of his account, do not violate the relevant laws, do not allow others to use it illegally, and must be fully familiar with the relevant information of the service before receiving the service;

Take full responsibility for the consequences of your trades;

To pay the taxes due under the relevant laws and regulations independently;

In case of changes in the information provided to MOT, update and notify relevant information from time to time;

#### 4.2. RIGHTS AND DUTIES OF MOT

MOT shall have the following rights. It includes:

Review and check the user's documents and personal information, refuse to open an account and provide services if the requirements are not met;

Independently change the general conditions of the approved service fees and charges, taking into account the economy, money market, service load, customer demand and other factors, and collect service fees and charges according to it;

If the user does not provide or refuses to provide the information required by MOT, not to provide services or to demand the fulfillment of contractual obligations;

Conducting data analysis based on personal and commercial information of users, using e-mail addresses and other information to deliver information to users;

If the user's transaction is found to be inconsistent or suspicious, in order to verify the identity of the user and to ensure the user's security and privacy, it will refuse to perform the transaction or provide services, and will not be responsible for any losses or expenses caused to the user or any third party;



Deductions will be made from the user's account in the following cases. It includes:

Funds were mistakenly deposited into the customer's account;

Court decision and others stipulated by law.

According to the "Law on Combating Money Laundering and Financing of Terrorism", transactions considered suspicious will be investigated and reported to the competent authority, and suspended by its decision;

In case of circumstances related to the termination of the contract, the contract will be terminated at the initiative of MOT and the user's account will be closed;

MOT undertakes the following duties. It includes:

To carry out all activities provided to users in accordance with the law and deliver information related to it;

During the term of the contract, users can access and receive information about their accounts and transaction history;

Issuing the customer's funds at the first request;

Strictly maintain the confidentiality of the user's account, account transactions, balances and other relevant information considered confidential, and do not disclose, disclose or use it to others except as permitted by the user or as required by law;

Not to conduct spending transactions from the user's account without the user's consent, except for the transactions based on the notification form and valid non-dispute payment agreement of the authorized body and official.

## 5. NOTICE OF RISK

The Customer acknowledges and accepts the risks that may arise from the use of the Service. It includes:

Sudden changes in product prices due to international norms, news, information and laws;

Transactions are irrevocable, fraudulent, or result from erroneous transactions or non-reimbursements;

Loss due to fluctuations in product value;

The Service is subject to fraud or cyber-attacks;

Other unforeseeable future risks.

### 5.1. RESPONSIBILITY

The parties shall be fully responsible for any costs and damages incurred by the other party due to breach of contractual obligations.





MOT is a limited liability company established under the laws of Mongolia and operating in accordance with the relevant laws of Mongolia. It uses technology that meets international standards and has an internal system to implement and monitor legal requirements.

User, you are solely responsible for the consequences of your forex trading order being delayed due to circumstances beyond the control of the MOT, post-holiday exchange rate disruptions, or sudden exchange rate movements.

MOT shall not be liable for any damages caused by the User's own fault or negligence.

## 5.2. TERMS OF SERVICE

MOT cannot control the quality, safety and legality of any coin, the accuracy of transaction information, or the ability of parties involved in any transaction to perform their duties when a user trades on a crypto-combination.

We recommend that you carefully consider the risks involved in forex trading, transaction information and the legal basis for trading decisions before using MOT's services.

The user will receive services such as forex trading, trading following the trading of successful traders using copy trading services, making income in the account, withdrawing capital expenditure from the account, and receiving incentives recommended by the MOT.

In case of transactions in other types of foreign currency in a bank account with official currency for the above services, the current exchange rate will be calculated.

In case of making income to your account with virtual assets, it will be calculated at the current market rate.

Income from the account of a bank and financial institution operating in Mongolia to the company's account will be calculated at the current exchange rate set by the MOT.

## 5.3. LIMITATION OF LIABILITY

You agree that MOT shall not be liable for any damages caused to you as a user in the following cases, including but not limited to: It includes:

- Loss of profit, goodwill, use, information and other intangible losses;
- Use or non-use of MOT services;
- a third party uses your account or changes information without your permission;
- Misunderstanding of MOT services;
- In case of violation of contractual obligations by the user, the damage caused by it;



- Other losses not directly related to MOT and related to MOT services.

In no event shall MOT be liable for normal network maintenance or service failures or delays due to external factors such as power outages, natural disasters, service provider issues or government actions.

In no event shall MOT, its affiliates, their shareholders, members, directors, employees, attorneys, agents, representatives, suppliers, or contractors be liable in connection with any commercial services performed under this Agreement or other items provided under this Agreement.

#### 5.4. COMPENSATION

By entering into this Agreement, you agree to indemnify and hold MOT, its affiliates, contractors, licensors, their directors, officers, and agents harmless from all damages in the event of a breach.

This also applies to cases in which you violate applicable laws and regulations and the rights of third parties while using MOT services.

#### 5.5. ANNOUNCEMENT

All official announcements, news, promotions and contests will be posted on the MOT website [www.motforex.com](http://www.motforex.com) and other official channels (Facebook, Instagram, telegram, twitter). MOT is not responsible for any loss or damage caused by the user due to the user's failure to pay attention to the announcement.

#### 6. CANCELLATION AND TERMINATION OF CONTRACT

If any account is found to be in violation of the Terms of Service, Privacy Policy, Anti-Money Laundering and Anti-Terrorism Policy (AML, CTF Policy) or relevant laws and regulations, we will immediately close the account, lock all assets in the account, and You acknowledge that we reserve the right to suspend access to the MOT Service.

MOT reserves the right to store and use account transaction information and other relevant information.

Account control can be used in the following cases. It includes:

- Account information is subject to criminal investigations or other pending legal proceedings;
- Detection of abnormal activity in the account;
- Detect unauthorized access to accounts;
- Decisions and rulings of judicial review bodies and orders and decisions of state authorities.

In the following cases, MOT reserves the right to immediately terminate this Agreement, cancel the User's account, or terminate access. It includes:

- MOT refuses to provide services to you;



- Directly or indirectly retrying to become a MOT user by registering under another person's name;
- In cases where registration is used for money laundering, illegal financing, or similar activities;
- The information provided by the user is false, incorrect, outdated or incomplete;
- In the event that this Agreement (including the Rules and Regulations) is updated, the User have indicated that they will not accept the new Service Agreement;
- Other circumstances in which MOT deems it necessary to terminate the service.

The contract may be terminated if the user requests cancellation or termination.

#### 6.1. ASSETS REMAINING AFTER ACCOUNT CLOSING

(simple)

After the account is closed, all remaining funds in the account will be deducted from the amount owed to MOT (if any) and the user will be given 5 business days to withdraw all funds from the account.

#### 6.2. ASSETS REMAINING AFTER ACCOUNT CLOSING

(Fraud/money laundering/terms of service violation)

In case of account closure due to investigation of fraud and money laundering or violation of terms of service, MOT will freeze the funds in the account and transfer the user's information to the competent authorities.

#### 7. COMPLIANCE WITH LAW

The user is responsible for complying with local laws and regulations when using MOT services.

Tax payment, withholding, and reporting must be done within the framework of your local laws. You, the user, are responsible for paying taxes according to the relevant laws of the country of residence of the user.

All users of the MOT service acknowledge that their sources of funds are legitimate or not derived from illegal activities, and provide proof where necessary.

MOT will work with law enforcement agencies worldwide to close and terminate the accounts and assets of users under investigation.

#### 7.1. PRIVACY POLICY

MOT will post the Privacy Policy and any amendments to it on its platform and will announce it whenever it happens. The Privacy Policy is an integral part of this Agreement. The latest version of the privacy policy can be viewed regularly from the \_\_\_\_\_ menu on the MOT website.



## 7.2. TERMS OF LIABILITY

Except for MOT's breach of these Terms, you agree to indemnify and hold harmless MOT and its affiliates from and against all claims and claims made by any third party against MOT and its affiliates.

As described in the Service, MOT makes every effort to maintain the integrity of the information on its website and does not guarantee the information and services on the platform.

MOT is not responsible for any errors or omissions arising from the use of the Service.

## 7.3. FORCE MAJORE

MOT shall not be liable for any damages or liability arising from any circumstances or events beyond its control, such as floods, earthquakes, extreme weather conditions, natural disasters, fires, wars, insurrections, riots, infectious diseases, labor disputes, accidents, government actions, communications and power outages, equipment and software crashes, delays, hacker attacks, or service interruptions.

## CONSUMER GUARANTEE

The user confirmed that they fully familiarized themselves with the terms of the contract and service, as well as the notice of risks and warnings issued by the MOT, they are aware of the features and risks of leveraged forex trading, and understand that they may lose a part or all of the funds in their account, and are legally bound to enter into a service contract, fully competent, do not need to obtain relevant permission from the appropriate person, have not violated relevant laws, international agreements, and conventions, have no intent to violate them, and is fully aware of the consequences of their actions and inactions.

