



First-Class Trading Leader CFD,  
Cryptocurrencies, FX and Indices

# RISK DISCLOSURE

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# CONTENTS

1.	Risk warning	3
2.	Acknowledgement	4
3.	Risk warning notice for foreign exchange and derivative products	5
4.	Third party risk	8
5.	Limitation of liabilities; claim bar	10

The 'Risk Disclosure' is entered by and between Alpinex Capital Ltd which operates LionsFX website and the Client.

Alpinex Capital Ltd is registered in Saint Vincent and the Grenadines under number 24151 IBC 2017, registered address: Suite 305, Griffith Corporate Centre, Beachmont, 1510 Kingstown, Saint Vincent & the Grenadines, to its Clients of the terms of this Agreement shall be referred to as 'Company' or 'LionsFX' or 'We'.

## 1. RISK WARNING

Prospective clients should study the following risk warnings very carefully. Please note that we do not explore or explain all the risks involved when dealing in Financial Instruments. We outline the general nature of the risks of dealing in Financial Instruments on a fair and non-misleading basis.

In particular, Contracts for Difference ('CFDs') are complex financial products and not suitable for all investors. CFDs, are leveraged products that mature when you choose to close an existing open position. By investing in CFDs, you assume a high level of risk and can result in the loss of all of your invested capital.

Unless a client knows and fully understands the risks involved in each Financial Instrument, they should not engage in any trading activity. You should not risk more than you are prepared to lose. The Company will not provide clients with any investment advice in relation to investments, possible transactions in investments, or Financial Instruments, neither will we make any investment recommendations. Clients should consider which Financial Instrument is suitable for them according to their financial status and goals before opening an account with LionsFX. If a client is unclear about the risks involved in trading in Financial Instruments, then they should consult an independent financial advisor. If the client still doesn't understand these risks after consulting an independent financial advisor, then they should refrain from trading at all. Purchasing and selling Financial Instruments comes with a significant risk of losses and damages and each client must understand that the investment value can both increase and decrease, clients they are liable for all these losses and damages, which could result in more than the initial invested capital once they make the decision has been made to trade.

## 2. ACKNOWLEDGEMENT

### TECHNICAL RISK

1. The Customer shall be responsible for the risks of financial losses caused by the failure of information, communication, electronic and other systems. The result of any system failure may be that his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.
2. While trading through the Client Terminal the Customer shall be responsible for the risks of financial losses caused by:
  - (a) customer's or Company's hardware or software failure, malfunction or misuse;
  - (b) poor Internet connection either on the side of the Customer or the Company or both, or interruptions or transmission blackouts or public electricity network failures or hacker attacks, overload of connection;
  - (c) the wrong settings in the Client Terminal;
  - (d) delayed Client Terminal updates;
  - (e) the Customer disregarding the applicable rules described in the Client Terminal user guide and in the Company's Website.
3. The Customer acknowledges that at times of excessive deal flow the Customer may have some difficulties to be connected over the telephone with a Dealer, especially in a Fast Market (for example, when key macroeconomic indicators are released).

### ABNORMAL MARKET CONDITIONS

4. The Customer acknowledges that under Abnormal Market Conditions the period during which the Instructions and Requests are executed may be extended.

## COMMUNICATION

5. The Customer shall accept the risk of any financial losses caused by the fact that the Customer has received with delay or has not received at all any notice from the Company.
6. The Customer acknowledges that the unencrypted information transmitted by email is not protected from any unauthorised access.
7. The Customer is fully responsible for the risks in respect of undelivered trading platform internal mail messages sent to the Customer by the Company as they are automatically deleted within 3 (three) calendar days.
8. The Customer is wholly responsible for the privacy of the information received from the Company and accepts the risk of any financial losses caused by the unauthorised access of a third party to the Customer's Trading Account.
9. The Company has no responsibility if authorized/unauthorised third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, telephone, or any other electronic means.

## FORCE MAJEURE EVENT

10. In case of a Force Majeure Event the Customer shall accept the risk of financial losses.

## 3. RISK WARNING NOTICE FOR FOREIGN EXCHANGE AND DERIVATIVE PRODUCTS

1. This notice cannot disclose all the risks and other significant aspects of foreign exchange and derivative products such as forex, indices, cryptocurrencies and Contracts for Differences. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Certain strategies, such as a "spread" position or a "straddle", may be as risky as a simple Long or Short position.

Although forex and derivative instruments can be used for the management of investment risk, some of these products are unsuitable for many investors. You should not engage in any dealings directly or indirectly in derivative products unless you know and understand the risks involved in them and that you may lose entirely all of your money. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points:

## **EFFECT OF LEVERAGE**

2. Under Margin Trading conditions even small market movements may have great impact on the Customer's Trading Account. It is important to note that all accounts trade under the effect of Leverage. The Customer must consider that if the market moves against the Customer, the Customer may sustain a total loss greater than the funds deposited. The Customer is responsible for all the risks, financial resources the Customer uses and for the chosen trading strategy. The Customer shall be responsible for all financial losses caused by the opening of the position using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

## **HIGH VOLATILE INSTRUMENTS**

3. Some Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Customer must carefully consider that there is a high risk of losses as well as profits. The price of Derivative financial instruments is derived from the price of the underlying asset in which the instruments refer to (for example currency, stock, metals, indices, etc). Derivative financial instruments and related markets can be highly volatile. The prices of instruments and the underlying asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Customer or the Company. Under certain market conditions it may be impossible for a Customer's order to be executed at declared price leading to losses. The prices of instruments and the underlying asset will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore, Stop Loss order cannot guarantee the limit of loss.

The Customer acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Customer's trade. If the underlying market movement is in the Customer's favour, the Customer may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Customers' entire deposit, but may also expose the Customer to a large additional loss.

## **LIQUIDITY**

4. Some of the underlying assets may not become immediately liquid as a result of reduced demand for the underlying asset and Customer may not be able to obtain the information on the value of these or the extent of the associated risks.

## **CONTRACTS FOR DIFFERENCES**

5. The CFDs available for trading with the Company are non-deliverable spot transactions giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. If the underlying instrument movement is in the Customer's favour, the Customer may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Customers' entire deposit but also any additional commissions and other expenses incurred. So, the Customer must not enter into CFDs unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred. If you trade in CFDs or other financial instruments, you may sustain a total loss of the funds you have deposited to open and maintain a position. If the market moves against you, you may be called upon to pay substantial additional funds at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. It is noted that the Company will not have a duty to notify the Customer for any Margin Call to sustain a loss-making position.

Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

## COMMISSIONS AND TAXES

6. Before you begin to trade, you should make yourself aware of all commissions and other charges for which you will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), you should ensure that you understand the true monetary value of the charges.

7. There is a risk that the Customer's trades in any Financial Instruments including derivative instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Customer is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

## SUSPENSIONS OF TRADING

8. Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a Stop Loss will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price. In addition, under certain market conditions the execution of a Stop Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.

## INSOLVENCY

9. The Company's insolvency or default, may lead to positions being liquidated or closed out without your consent.

## 4. THIRD PARTY RISK

This notice is provided to you in accordance with applicable legislation.

1. The Company and/or its affiliates and third party providers shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the any of the materials on this website.



In no event shall the Company and/or its affiliates/third party providers be liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether in an action of contract, negligence or other tortious action, arising out of, or in connection with, the use or performance of information available from this website or anything therefrom, even if the Company or its affiliates/third party providers have been previously advised of the possibility of such damage. The user bears the sole responsibility for the adequate protection and backup of data and/or equipment used in connection with the site and the user will not make a claim against the Company or its affiliates for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the materials. The user agrees to hold the Company and its affiliates and third party providers harmless from, and the user covenants not to sue the Company or its affiliates and third party providers for, any claims based on or related to the use of the website.

2. The Company may pass money received from the Customer to a third party (e.g. a bank, a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to affect a Transaction through or with that person in respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Customer.
3. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Customer's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company does not accept any liability or responsibility for any resulting losses.
4. The Company may hold Customer money on the Customer's behalf outside the EEA, the Customer money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Europe. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph.
5. The Company may deposit Customer money with a depository who may have a security interest, lien or right of set-off in relation to that money.
6. A Bank or Broker through whom the Company deals with could have interests contrary to the Customer's Interests.

## 5. LIMITATION OF LIABILITIES; CLAIM BAR

1. If you do not agree with any part of these terms, or if you have or might have other dispute or claim with or against the Company with respect to the specific terms and/or general terms, then your sole and exclusive remedy is to discontinue using the site.