



# BULLSEYE MARKETS

## ACCOUNT OPENING AGREEMENT

## TERMS AND CONDITIONS

# **ACCOUNT OPENING AGREEMENT**

This account opening agreement covers the website [www.bullseyemarkets.com](http://www.bullseyemarkets.com) (BullsEye Markets LTD – Marshall Island) and all its related sub-domains and mobile applications that are registered and operated by BullsEye Markets LTD.

## **1. Introduction**

This Client Agreement (the ‘Agreement’), including the Schedules as amended from time to time, is the document which governs the relationship between you (also referred to as ‘Client’, ‘your’ and ‘yourself’, as appropriate) and BullsEye Markets Ltd. BullsEye Markets (hereinafter the “Company” or “we”) which is a member of the BullsEye Markets LTD Group, is incorporated under the laws of Marshall Island with Registration 96658 having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshal Islands MH96960. For your benefit and protection, please ensure you take sufficient time to read the Agreement as well as any other additional documentation and information available to you via our Website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice (if necessary).

## **2. Agreement**

By accepting these terms, you enter into a legally binding agreement with us. You acknowledge that you have read and understood the terms of the Agreement. The Agreement includes, in addition to any Schedules and the ‘Account Opening Form’ completed by you through our Website, an information provided to you during the registration procedure. The Complaints Handling Procedure that sets out the procedure that needs to be followed in the event that a client wishes to complain about the Firm and explains how your complaint will be handled, and includes your access and eligibility criteria. The Privacy Policy that explains how we deal with certain information you provide to us. It is our intention that the Agreement contains all the terms and conditions that govern our relationship and your activities with us; that the Agreement overrides any other previous agreements, arrangements, expressed or implied statements made by us; and that any acts, omissions or representations (oral or otherwise) made by you or us, including any of our employees with whom you may have dealt, shall not amend or take priority over the Agreement.

## **3. Duration Of The Agreement and Right to Cancel**

Once we have completed your due diligence and KYC Procedure, you will be informed and confirmed your account being activated, this agreement shall commence.

You have the right to cancel the Agreement by giving us notice in writing within one (1) month your account being activated. We will return to you any amount you have transferred to us, subject to you not having entered into any trades via any of our platform. Where the Agreement has not been cancelled, it will continue to be in effect until its termination.

#### **4. Services**

We will offer you, on an execution only basis, access to trading a number of instruments in the form of CFDs (Leveraged Products). Please visit our Website for detailed description. We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure whether you should proceed with this Agreement, you may wish to seek independent advice. We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research. You understand that CFDs are derivative products, and therefore you will not be entitled to own any underlying instrument. You also understand that no physical delivery of any underlying asset shall occur. We are entitled to refuse the provision of any investment services to you, at any time we deem necessary, without being obliged to inform you of the reasons to do so.

#### **5. Account Opening**

Following receipt of your 'Account Opening Application Form', we may use the information you have provided us to conduct any further enquiries about you as we may deem necessary or appropriate in the circumstances. This includes, but it is not limited to, verifying your identity information, obtaining references from third parties such as financial institutions or your employer. We may also conduct other searches with third party information providers and databases (public or otherwise), including credit searches which may appear on your credit history. You understand that we may conduct these enquiries at any stage of the relationship, and we expect you to assist us with any additional information we may require, as failure to do so may lead to termination of the relationship between you and us. We are entitled to rely on the information you have provided in your 'Account Opening Application Form' as being correct and accurate at all times, unless you notify us otherwise in writing. It is your responsibility to notify us as soon as possible in writing of any change in the information provided. Based on the information provided by you, and in accordance with the applicable rules as amended from time to time, we will assess whether you have sufficient knowledge and/or experience to understand the risks associated with trading Leveraged Products.

The acceptance of your account will be subject to the outcome of this assessment. Where we accept your application to open an account, we will confirm this to you by e-mail and we will provide you with details to access your account, specifically your account ID and password, Acceptance of you as a Client is a no guarantee that any further account with us will be accepted.

## **6. Assurance and Guarantees**

The client assures and guarantees that:

- The funds deposited with the Company, belong to client and free of any lien, charge, pledge or other impediment.
- The Funds are not direct or indirect proceed of any illegal act or commission or product of any illegal activity
- Acts of herself/himself and is not representative or trustee of a third person, unless he/she produces to the satisfaction of the Company document(s) to the contrary.
- The client guarantees the authenticity and validity of any document sent to the Company during the account opening process and till account is with us.

## **7. Collection Of Personal Data**

The Company collects different types of Personal Data through the Company's Platforms from Clients who visit such Platforms or access, use or request products and services offered by the Company. The provision of certain Personal Data is required for establishing a contractual relationship with the Company. Clients not wishing to provide such Personal Data will not be able to open an account with the Company or be provided with other products and/or services of the Company. Clients have a responsibility to ensure that the Personal Data they provide to the Company and recorded in their personal account (Client Wallet) remain accurate and up to date throughout the period of their contractual relationship with the Company.

Personal data collected includes:

- Personal details such as name, address, telephone number and e-mail address.
- Financial details such as estimated annual income and net worth, trading experience and investment knowledge.
- Identity verification such as Passport or ID, Utility Bills, and/or Bank Statement or your company information details.
- Information relevant to the services that the Company provides to the Client such as the Client's transactions and communication records with the Company.

- Information in relation to criminal convictions and offences to the extent required and/or permitted by applicable law.
- If your personally identifiable information changes, you must inform us by emailing our Customer Support at support@bullseyemarkets.com

## **8. No Under Age Data Collection**

The Company understands the importance of protecting children's privacy. The Company's services are not intended for children under eighteen (18) years of age nor are the Company's website designed for use by children. Therefore, the Company does not knowingly or specifically collect children's personal data. If the Company collects such data mistakenly or unintentionally, the Company shall delete the information at the earliest possible once it obtains knowledge thereof. If the Client becomes aware of such data collection he/she shall notify the Company's support Team.

## **9. Use Of Personal Data**

The following list illustrates the reasons why the Company may need to use your personally identifiable information:

- To verify your identity
- To ensure that you meet the suitability requirements to use our products and services.
- To manage the account you have with us
- To process your transaction.
- To send you information about transaction/post transactions services.
- To keep you updated with the news and our products, services and other information.
- For website improvement purposes.
- For the analysis of statistical data which will help us provide you with better products and services in the future.

## **10. Privacy**

Any personal information you provide to the company will be treated as confidential and shared only within the Group or Company, its affiliates and its business partners and will not be disclosed to any third party except under any regulatory or legal proceedings as well as to third parties that solely provide statistical services to the Company to improve its marketing campaign. The personal information that you provide in connection with registering yourself as a user of the website or the Services is classified as Registration Information. Registration Information is protected in many ways.

You can access your Registration Information through a password selected by you. This password is encrypted and known only to you. Your password must not be revealed to anyone. Registration Information is safely stored on secure servers that only authorized personnel have access to via password. The Company encrypts all personal information as it is transferred to the Company and thus makes all necessary effort to prevent unauthorized parties from viewing any such information.

## **11. Client Records Retention Periods**

Under the applicable laws and regulations, the Company is required to keep records containing Client Personal Data, trading information, account opening documents, communications and anything else which relates to the Client after the execution of each transaction and/or for six (6) years of the termination of the business relationship.

## **12. Client Funds**

All amounts handed over by the client to the company for the investment Services , shall be held in omnibus account named as client together with the money of other clients, but not with the company money, or, and in the name of execution Venue on behalf of the client in an account with an authorised credit institution or a bank or any electrical payment providers/processors which the company shall specify from time to time ( THE BANK ACCOUNT )and separately from any accounts used to hold the funds belonging to the Execution Venue. The Company will not be liable for any failure of bank or third party; however, applicable investor compensation or deposit protection may protect proportion of client funds with bank or third party. The Client has Rights to withdraw the Funds which is not used for margin covering, free from any obligations (Free Margin) from his/her account without closing the deals.

## **13. Conflicts Of Interest**

The Company, its associates or other persons or companies connected with the company may have an interested, relationship to any transaction or contract affected or advice provided by the company, under the Terms. By accepting these terms and the Company's conflict of Interest Policy. The client agrees that the company may transact such business without prior reference to any potential specific conflict of interest.

## **14. Business Introducer**

The Client may have been recommended by a Business Introducer. Based on a written agreement with the company. The Business Introducer will be paid with the commission as agreed.

The Business Introducer will be paid with the commission based on the volume of the trading transactions performed by the referred clients to the Company. The Company has the obligations and undertakes to disclose the client upon his request further details of commission or any other remuneration paid to the Business Introducer. If the Client and/or the Introducer wishes to receive a detailed statement of the amount of rebates received upon the closure of a trade, he must send an email to company at Customer Support at support@bullseyemarkets.com The client acknowledge that Introducer Rebates are discretionary and company reserves the right to terminate this offer at any time.

## **15. Marketing Purpose**

The Company may process Personal Data to tell its Clients about products, services and offers that may be of interest to the Client. The Company may only process such Personal Data if it has obtained the Client's explicit consent to do so. If the Client no longer wishes to receive any promotional communications, he may opt-out of receiving them by following the instructions included in each communication or by updating his email subscription preferences within the Client account area.

## **16. Business Transfer Legal Requirement**

If the Company is involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, Client's Personal Data and other information may be transferred to a successor or Affiliate as part of that transaction along with other assets.

## **17. Right To Access**

In compliance with the Law, every user is granted a number of rights in relation to their Personal Data. These rights include accessing and amending your Personal Data, putting a stop to the processing on this data and preventing undesirable marketing. Under the Law, you have the right to request any personal data the company holds about you and to inform the company of any perceived inaccuracy. We may charge a fee to cover the associated administrative costs. You are not obligated to provide any of the personal data requested by the Company. In the absence of this information, however, the company may not be able to open account for you, or to provide you with any other services, information or assistance you have thought.

## **18. Amendments to This Agreement**

The Company reserves the right to review and amend this Agreement from time to time for any reason and notify the Clients of any such amendments accordingly by posting an updated version of this Policy on the Company's website(s).

The Company will notify you about any material changes to this Policy by placing a notice on its website or by communicating with you directly.

### **19. Governing Language**

This Agreement as well as any additional agreement both present and future are made in English Language. In the case of any inconsistency or discrepancy between original language texts and their translation into any other language, as the case may be, original versions of English shall prevail.

### **20. Governing Law and Jurisdiction**

These terms shall be governed and Registered Under Business Corporate Act 1990, Marshall Island Registration number 96658.

### **21. Enquiries and Contact Details**

Any enquiries regarding this Privacy Policy please inform us by email to our Customer Support at [support@bullseyemarkets.com](mailto:support@bullseyemarkets.com)