



## **ONLINE TRADING USER AGREEMENT FORM**

### **Terms and Conditions**

Merchant Securities Financial Services L.L.C **Online Trading** Terms & Conditions.

### **Definition**

In the agreement, the following words and expression shall have, wherever mentioned herein, the meaning shown against each of them:

The Merchant Securities or any of its branches.

The Customer: A person who has an account with MSFS, and requests the Trading services available on "Online".

Trading Transactions: Any transaction of Buy, Sell Order or other services provided by the MSFS through "Online".

Password: Secret Word composed of Alpha numeric and special character value issued by the MSFS which allows the customer to access the services provided through "Online".

### **Registration**

The customer shall register for "MSFS Online Trading" by completing the application form by accepting the terms and conditions.

"MSFS Online Trading" is provided only to registered customers, member of DFM and ADSM.

For obtaining "MSFS Online" services the applicant must hold an account with the Merchant Securities. In case of the closure of the account for any reason or because of the violation of the terms and conditions regulating "MSFS Online" service, the MSFS shall terminate or cancel the service without being liable in anyway due to such termination or cancellation.

### **Security**

The customer should keep his or her ID and password strictly confidential and should not disclose it to any person; otherwise the customer alone shall be liable.

The Merchant Securities L.L.C shall not be liable for any loss or damage whatsoever sustained by the customer if the customer fails to maintain the confidentiality of his/her password and ID.

The customer shall notify the Merchant Securities L.L.C immediately in case of loss, disclosure or misuse of the password, for taking the necessary measures. The MSFS may issue a new password at the cost of the customer who shall assume full responsibility as to any transaction effected in his/her account upon occurrence of all or any such events. The MSFS shall be considered notified when the customer contact the office at the reasonable time after the incident.

## **General Provisions**

All transactions accepted and implemented by the Merchant Securities upon the customers instructions shall be at his/her own cost and risk and the customer shall be bound by such instructions.

The "Customer" can have a print-out of his statement of account through online instruction. In the event of any objection, the customer should notify the MSFS in writing within 15 days from the date of the statement of account print-out; if the customer fails to notify the MSFS, the statement of account shall be deemed correct.

The MSFS may refuse to execute any requests, instructions or services requested by the customer if the customer fails to comply with the necessary procedures as provided hereunder; or if the information or data are incorrect or are in violation of the law applicable in the United Arab Emirates.

The MSFS shall not bear any responsibility resulting in case of the non-execution of any transaction or service requested by the MSFS if the fault or reason is beyond the control of the MSFS, its agents.

The MSFS shall reserve the right to change and modify these terms and conditions or the services and products offers as required by the law or MSFS policy. Such changes shall be notified to the customer through the online notification.

The customer accepts that the MSFS's record of financial transactions shall be conclusive evidence of such transactions and legally binding on the customer for all the purposes. Unless and until the customer notifies the MSFS in writing otherwise, the address stated in the registration form shall be considered as the approved address for delivering notices, advises, statement of account, notification or any document by mail to the customer.

The terms and conditions at the Merchant Securities service agreement shall be applicable on "Online Trading" to the extent that they do not contradict there terms and conditions.

This system is for the use of authorized users only. Individuals using this computer system without authority, or in excess of their authority, are subject to having all of their activities on this system monitored and recorded by system personnel.

Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, system personnel may provide the evidence of such monitoring to the law enforcement officials

By signing, I hereby certify that I have read, understand, and agree to these terms and conditions

**FULL NAME:**

\_\_\_\_\_

**DATE AND SINGATURE:**

**ACCOUNT NUMBER:**

\_\_\_\_\_

\_\_\_\_\_

(For Office Use Only)

**STAMP AND SIGNATURE:**