

# **NYARA CONSULTANCY SERVICES IFSC Pvt. Ltd.**

## **Terms, Conditions and Risk Disclosure**

This document is a disclosure by NYARA CONSULTANCY SERVICES IFSC Pvt. Ltd. (“Company”), which provides the service to the Client under the terms and conditions of the Client Agreement, of the potential risks involved in trading on financial markets. The Client should first and foremost be aware of the potential losses associated with this activity. However, due to the wide range of possible scenarios, this document cannot disclose all risks inherent in trading on financial markets.

Trading foreign exchange on margin carries a HIGH LEVEL OF RISK and may not be suitable for all investors. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite.

The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose!

### **1. Effect of “Leverage”**

1.1. When executing trading operations under margin trading conditions, even small market movements may have great impact on a Client’s trading account due to the effect of leverage. The Client must consider that if the trend on the market is against them, the Client may sustain a total loss of their initial margin and any additional funds deposited to maintain open positions. The Client shall hold full responsibility for all risks, financial resources used and the chosen trading strategy.

### **2. Highly Volatile Instruments**

2.1. Many instruments are traded within wide ranges of intraday price movements so the Client must carefully consider the fact that there is not only high probability of profit, but also of loss.

**By signing below, I acknowledge that I have read and understand the above information.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **3. Technical Risk**

3.1. The Client shall assume the risk of financial loss caused by the failure of information, communication, electronic and other systems.

3.2. When executing trading operations through the client terminal, the Client shall assume the risk of financial loss, which can be caused by:

a) the failure of Client hardware, software and internet connection;

b) the improper operation of Client equipment;

c) the wrong settings in the client terminal;

d) delayed client terminal updates;

e) the Client's ignorance of the applicable rules described in the MetaTrader User Guide and in the Help section1.

### **4. Trading Platform**

4.1. The Client shall acknowledge that only one request or instruction is allowed in the queue. Once the Client has sent a request or instruction, any other request or instruction sent by the Client will be ignored. In the "Order" window, the "Order is locked" message will appear.

4.2. The Client shall acknowledge that the only reliable source of quoting information is the server for Clients with live accounts. The quote base in the client terminal shall not be considered a reliable source of quoting information, as in the case of a bad connection between the client terminal and the server, some of the quotes simply may not reach the client terminal.

4.3. The Client shall acknowledge that when the Client closes the window to place/modify/delete an order, as well as the window to open/close a position, the instruction or request which has been sent to the server will not be cancelled.

4.4. The Client shall assume the risk of executing unplanned transactions in the case that the Client sends another instruction before receiving the result from the instruction sent previously.

4.5. The Client shall acknowledge that if an order has already been executed but the Client sends an instruction to modify the level of a pending order and the levels of Stop Loss and/or Take Profit orders at the same time, the only instruction that will be executed is the instruction to modify the Stop Loss and/or Take Profit levels on the position opened on that order.

**By signing below, I acknowledge that I have read and understand the above information.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 5. Communications

5.1. The Client shall assume the risk of any financial loss caused by the Client either not receiving a notification from the Company.

5.2. The Client shall acknowledge that unencrypted information transmitted by email is not protected from unauthorized access.

5.3. The Client shall agree that the Company have the right to delete messages sent to the Client through internal mail 3 (three) days after they have been sent, despite the fact that the Client may not have received them yet.

5.4. The Client shall hold full responsibility for the safekeeping of information received from the Company and assumes the risk of any financial loss caused by unauthorized access to the Client's trading account by a third party.

## 6. Force Majeure

6.1. The Client shall assume all risks of financial loss caused by a force majeure.

## 7. Statutory Prohibitions and Restrictions

7.1. The Client shall assume all financial and other risks when completing operations (or actions connected with these operations) on financial markets that are statutorily prohibited or restricted by the legislation of the country in which the Client is resident.

- Nyara Consultancy Services do not allow latency trading. The profit made with latency trading or subjected to latency trading will not be counted. The traders who does latency trading will not be entertained.
- The trades opened in weekdays will only be counted for profit gain.
- Nyara Consultancy Services do not allow trailing stop trades.
- Any trade followed by latency trading will not be counted. i.e. Any trades done after increasing balance through latency trading will not be counted.

**\*The Company reserve the right to amend, alter, modify, delete or add to any of the provisions of this policy, arrangements, terms and conditions and risk disclosure at its solo discretion, without giving any prior notice.**

**By signing below, I acknowledge that I have read and understand the above information.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_