

# WEBSITE TERMS OF USE

[www.earn.broker](http://www.earn.broker)

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## 1. General information

Top Markets Solutions Ltd (hereafter - the “Company”, “we” or “us”) operating under the trade name Earn<sup>1</sup> is a Cyprus Investment Firm (CIF) incorporated and registered under the laws of the Republic of Cyprus with the registration number HE 272810. The Company is regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 158/11 and is authorized to provide investment services and perform investment activities as specified in its license.

Details of the Company’s authorization in English can be found on:

- our official websites [www.earn.eu](http://www.earn.eu), [www.earn.broker](http://www.earn.broker)
- the Cyprus Securities and Exchange Commission (CySEC) website <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/37588/>

## 2. Scope and application

2.1. This document shall apply to you only if you are not our client. If you are our client, our General Terms of Business shall apply when you trade financial instruments on stock exchanges or OTC.

2.2. These Terms of Use (Agreement) form the standard agreement between you and us meeting the requirements provided for in this agreement on the terms and conditions upon which we can agree to sell you and you agree to buy from us financial instruments displayed on the following website: [www.earn.broker](http://www.earn.broker) (“Website”).

2.3. We may act in our sole and absolute discretion, concerning indicative quotations concerning certain financial instruments, which, however, shall not constitute an offer to enter a particular transaction. Once you are interested in a transaction based on a relevant quotation, you shall submit a corresponding offer to us, however, we shall not be obliged to accept such an offer. We reserve the right to change, replace or eliminate any quotation initially selected by you before payment for the financial instruments selected is made (permitted change), and once such a quotation has been changed, we will use reasonable efforts to promptly update you with a corresponding change, replacement, or elimination. We shall neither be responsible nor liable for any loss suffered by you in connection with the provision of quotations or any permitted change. You understand and agree that we will be dealing with you on a request-for-quote basis only and concerning any reliance on us concerning any transaction hereunder.

2.4. This agreement shall commence on the day you have provided payment for the financial instruments you have selected by using one of the payment methods displayed on the Websites.

2.5. This agreement shall be personal to you and accordingly neither the benefit nor the obligations under any provision of this agreement or transaction may be assigned, transferred, or delegated by you to any third party without our prior written consent.

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<sup>1</sup> In accordance with CySEC Circular C108, please be informed that the previous name of Top Market Solutions Ltd operating under brand name Earn was TeleTrade-DJ International Consulting Ltd operating under brand name TeleTrade Europe.

2.6. This agreement constitutes the entire agreement between you and the Company and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings, whether written or oral, relating to the subject matter of this agreement.

2.7. We may amend this agreement from time to time. Any changes to this agreement will not apply on the agreement commenced before the date on which the changes become effective unless specifically agreed otherwise.

### **3. Placing an order and its acceptance**

3.1. You may only submit an order using the method set out on the Website. Each order is an offer by you to buy financial instruments specified in your order subject to this agreement.

3.2. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3. After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

3.4. Our acceptance of your order takes place when we send an email to you to accept it (Order Confirmation). This agreement will relate only to those financial instruments confirmed in the Order Confirmation.

### **4. Opening an account**

4.1. We will open a trial account for you upon sending you the Order Confirmation and before the payment for the financial instruments selected is made. You agree that to open a trial account for you we may create your plain economic profile as explained in Annex I to this agreement.

4.2. You agree that all necessary documents needed for verification of your identity will be submitted by you to us within 5 working days after the day on which payment for financial instruments is made. You agree that all necessary information needed to change your plain economic profile will be provided by you to us within 5 working days after the day on which payment for financial instruments is made.

4.3. When you have provided all necessary documents and information by clause 4.2 above, we shall send you a written confirmation about his acceptance and change the status of your account from trial to the real one (or refuse its acceptance if you are not eligible for opening an account with us).

### **5. Payment methods**

5.1. Payment for the Financial instruments selected is in advance. We will take your payment upon acceptance of your order.

5.2. You can pay for the financial instruments selected using a debit card or credit card. The only official payment methods are the methods that appear on Websites. You are taking all the risks related to the use of the payment methods unless these payment methods are our responsibility. You shall bear all extra charges arising out of or related to payment.

5.3. We are not responsible for any delay or cancellation of financial transactions that may be caused by the selected payment service provider (PSP). In the case where you have any claims related to any of the PSPs, it is your responsibility to contact the support service of the PSP and notify us of your claims.

5.4. We shall not be responsible for the activities of any PSP that you may use to make any payment. In case any fraud appears during the financial transaction or after it, we reserve the right to cancel the transaction and freeze your real account opened with us.

5.5. To make a payment to us, you shall choose any of the payment methods available on the Websites, fill in all the required details and proceed to the payment page.

5.6. The processing time depends on the selected payment method and may vary from one method to another. We cannot regulate the processing time and the transaction time can vary from seconds to days.

5.7. Upon receiving the funds, you have paid to us, you will receive a receipt by email.

## 6. Delivery of financial instruments

We will deliver financial instruments selected and fully paid for by you within 7 working days following the day of opening your real account.

## 7. Termination

7.1. Without affecting any other right or remedy available to parties, this agreement is deemed to be terminated in the following cases (each - Termination event):

- 1) Financial instruments selected by you have been delivered to your real account with us (execution of this agreement).
- 2) You fail to submit to us on the due date documents necessary for verification of your identity by clause 4.2 of this agreement.
- 3) We have considered that you are not eligible for opening an account with us.
- 4) Verification of your identity was not completed fourteen days after the day of payment.

## 8. Refund

8.1. You have the right to refund if a Termination event listed in clauses 7.1.2) to 7.1.4) only occurs.

8.2. A refund will be made by returning funds directly to the card used to make the payment within two working days after the day on which a Termination event listed in clauses 7.1.2) to 7.1.4) occurs.

8.3. Notwithstanding clause 8.2 above, you have the right to submit a withdrawal request. Withdrawal requests are processed by our accounting department one at a time. The processing time of your request to withdraw funds is on the same day that the request to withdraw funds was made, or the next working day if your request is received outside of normal working hours. We reserve the right to increase the processing time; in such case, we shall notify you of any contact method specified by you in your profile.

8.4. A refund will be made by returning funds directly to the card used to make the payment. In the case where it is technically impossible, a refund will be made by returning funds directly to an account opened in your name and indicated in your withdrawal request. You are fully responsible for the information provided to us through the withdrawal request.

8.5. In case of a refund, you shall bear all extra charges arising out of or related to the refund.

## 9. Payment Service Providers

9.1. You agree to pay for financial instruments, as well as for any additional expenses (if any), including, but not limited to, all possible taxes, charges, etc.

9.2. You bear full responsibility for timely payments.

9.3. The Payment Service Provider only facilitates payments for the amounts indicated on our websites and is not responsible for paying any additional fees/expenses by you. After you click the "Pay" button, the transaction is deemed to be irrevocably processed and executed. After clicking the "Pay" button, you agree that you will not be eligible to cancel the payment or request to cancel it.

9.4. You bear legal responsibility for violating the legislation of your home country and confirm that the PSP is not responsible for any such unlawful or unauthorized violation. By agreeing to use payment methods, you understand and accept that the processing of any of your payments is executed by the PSP and there is no statutory right of revocation of already purchased financial instruments or any other opportunities to cancel the payment. The PSP is not responsible for any failure to process the data related to your payment card, or for the issuing bank's refusal to provide authorization for the payment with your payment card. The PSP is not responsible for the quantity or price of financial instruments purchased by you by using your payment card. When you pay, you are primarily bound by this agreement. Please note that only you, as the cardholder, are responsible for paying for financial instruments and any additional expenses/fees that can be applied to this payment. The PSP acts only as the executor of the payment and it is not responsible for pricing, total prices, and/or total sums. If you do not agree with the terms and conditions and/or for other reasons, we ask you not to proceed with the payment.

## 10. Data protection

We will only use your data as set out in our Privacy Policy available on our official websites [www.earn.eu](http://www.earn.eu), [www.earn.broker](http://www.earn.broker).

## 11. Representations, warranties, and covenants

11.1. Continuingly, you represent, warrant, covenant, and undertake to us, both in respect of yourself and any other person for whom you act as agent, that:

- 1) You are authorized and have the capacity to enter into this agreement and any transactions which may arise under them;
- 2) You are over 18 years old and/or have full capacity and/or are competent to enter into this agreement and are aware of the local laws and regulations of your country of residence in regards to being allowed to enter into this agreement and the information you have provided during the registration process as well as in any our document is true, correct, complete and accurate and that you will promptly inform us of any changes to details or information provided to us;
- 3) You warrant to us that all and any documents delivered by you or on your behalf to us are at all times true, valid, and authentic;
- 4) You unreservedly state, affirm, warrant, and guarantee that you have chosen the investment amount, considering your total financial circumstances which you consider reasonable under such circumstances;
- 5) Any asset delivered to us shall belong exclusively to you, to be free of any lien, charge, pledge, and any other encumbrance, and they shall not be either directly or indirectly proceeds of any criminal act or omission nor a product of any criminal activity;
- 6) You act for yourself and not as a representative nor as a trustee of any third person unless we have signed the Agency annex and you have submitted to us all necessary supplementary documents;
- 7) You acknowledge that we shall not be obliged to inform you on an individual basis of any developments or changes in existing laws, directives, regulations, information, and policies from any competent authority and you should refer to our official websites [www.earn.eu](http://www.earn.eu), [www.earn.broker](http://www.earn.broker), and [www.earn.trading](http://www.earn.trading) to obtain all these data and information as well as any other document that we can publish from time to time;
- 8) There are no restrictions, conditions, or restraints by Central Banks or any government, regulatory or supervisory bodies, regulating your activities, which could prevent or otherwise inhibit you from entering into any under this agreement any transaction;
- 9) Any transaction by this agreement does not violate any agreement and/or the contract between you and third parties;
- 10) This agreement, each transaction, and obligations created hereunder are binding on you and enforceable against you by their terms and do not violate the terms of any applicable regulations;
- 11) There is no pending or, to the best of your knowledge, brought against you action or legal proceeding before any court, arbitration court, governmental body, agency or official, or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against you of this agreement and any transaction which may arise under them or your ability to perform obligations under this agreement and/or under any transaction which may arise under them in any material respect;

- 12) You will not enter into any transaction unless having a full understanding of all of the terms, conditions, and risks thereof, and you are capable of assuming and willing to assume (financially and otherwise) those risks;
- 13) Any information that you provide to us will not be misleading and will be true and accurate in all material respects. You will inform us about any changes and information provided to us becomes misleading or does not materially represent your capacity and ability to trade with us;
- 14) You warrant that have regular access to the Internet, and to the e-mail address and mailbox you have provided, and it is hereby expressly agreed that it is appropriate for us to communicate information, relevant to this agreement and the provision of the services to you by electronic means, including through our official website, even though such information may not be addressed personally to you;
- 15) You have carefully read, understood, and accepted the entire text of (i) this agreement, (ii) General Terms including appendixes, annexes, and supplementary documents, and (iv) the information posted on Websites as well as our official websites [www.earn.eu](http://www.earn.eu), [www.earn.broker](http://www.earn.broker);
- 16) You unreservedly state, affirm, warrant, and guarantee that any loss or damage, penalties or legal costs or otherwise suffered by us due to violation of these declarations and warranties resulted from false and/or misleading information provided by you, or unsubstantiated declarations made herein, are subject to full indemnification by you towards us.

## 12. Liability

12.1. We will not be liable for any loss, liability, or cost suffered or incurred by you as a result of providing services to you unless the loss, liability, or cost is caused by our gross negligence, wilful default, or fraud committed while acting on your instructions.

12.2. We will not be liable for any loss, liability, or cost that you may suffer or incur as a result of the negligence, wilful default, or fraud of any third party (including any broker, bank, agent, custodian, investment exchange, depository or clearing house, PSP) which we have taken reasonable care in appointing.

12.3. Neither we nor any third party that acts on our behalf in providing a service to you, whether affiliated to us or not, nor our directors, officers, servants, agents, or representatives, will be liable to you (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability, or cost which you may suffer or incur arising out of our acts or omissions under this agreement, howsoever the loss, liability, or cost is caused and regardless of whether it was foreseeable or not. For this Clause, the expression “consequential loss, liability, or cost” includes any loss, liability, or cost arising from your unable to sell financial instruments where the price is falling, or from not being able to purchase financial instruments where the price is rising, or from being unable to enter into or complete another transaction which you require to have disposed of or purchased the financial instruments or any other loss arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive, or exemplary loss, liability or costs, whether arising from negligence, breach of contract, or otherwise, and whether foreseeable or not.

We shall not be held liable for any loss which is or which may be the result of deceit about the facts or mistaken judgment or any act is done or which we have omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by us.

12.4. You warrant and represent that you shall indemnify us and maintain it so indemnified against any claim, damage, liability, costs, or expenses of any third party and/or which may be satisfied by us and which may arise about this agreement and/or about the provision of the services and/or about the non-fulfilment of any of your statements and/or orders and/or instructions contained in this agreement.

12.5. Nothing in this agreement excludes or limits our liability if any such exclusion or limitation is prohibited by the governing law.

## 13. Force Majeure

13.1. Force Majeure Event means any circumstance not within our reasonable control, including, without limitation:

- 1) acts of God, flood, drought, earthquake, or another natural disaster;
- 2) epidemic and pandemic;
- 3) terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 4) nuclear, chemical or biological contamination or sonic boom;
- 5) any law or any action was taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary license or consent;
- 6) collapse of buildings, fire, explosion, or accident;
- 7) any labour or trade dispute, strikes, industrial action, or lockouts;
- 8) non-performance by third-party financial or credit institutions, PSPs;
- 9) interruption or failure of utility service, hacker attacks, or other illegal actions against our Facilities;
- 10) the suspension, liquidation, or closure of any market or the abandonment or failure of any event to which we relate or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

13.2. Provided it has complied with clause 13.1 if we are prevented, hindered, or delayed in or from performing any of our obligations under this agreement by a Force Majeure Event, we shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for the performance of such obligations shall be extended accordingly.

13.3. If a Force Majeure Event occurs, we shall:

- 1) as soon as reasonably practicable after the start of the Force Majeure Event, notify you of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on our ability to perform any of our obligations under this agreement; and



- 2) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of our obligations.

13.4. If a Force Majeure Event occurs and we decided that a Force Majeure event exists, we may, but do not oblige, without any prior notice to you, to take any of the following actions at any time and without any limitations:

- 1) suspend or freeze or modify any or all terms of this agreement to the extent that Force Majeure Event makes it impossible or impracticable for us to comply with them;
- 2) suspend the execution of any or all our obligation under this agreement;
- 3) take or omit to take any other actions that we deem reasonable.

## 14. Governing law and jurisdiction

14.1. This agreement is concluded in Limassol, Cyprus, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the laws of Cyprus.

14.2. Each party irrevocably agrees that the courts of Cyprus shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

14.3. You hereby irrevocably waive to the fullest extent permitted by law, all sovereign or other immunities and privileges, you and your revenues and assets may be subject to or might otherwise be entitled in any jurisdiction, including without limitation, suit, and legal process, the jurisdiction of any the court, relief by way of injunction or order for specific performance or recovery of property, attachment or seizure of your assets (irrespective of their use or intended use) whether before or after judgment and execution or enforcement of any judgment or award by any means. You consent to the grant of such relief in any form and irrevocably agree that you will not claim any such immunity or privilege in any suit, action, or proceeding relating to any dispute.

## 15. Language

This agreement, appendices, and additional documents (if any) are drafted in the English language. If this agreement, appendices, and additional documents are translated into any other language, the English language version shall prevail.

## 16. Company contact details

Top Markets Solutions Ltd

Office Address: 88 Arch Makarios III Avenue, 2nd floor, 1077 Nicosia Cyprus

Telephone: +357 22 514442

Websites: [www.earn.eu](http://www.earn.eu), [www.earn.broker](http://www.earn.broker)

## 17. Regulatory authority details

Cyprus Securities and Exchange Commission  
Office Address: 27 Diagorou, 1097, Nicosia, Cyprus  
Telephone: +357 22 506600  
Fax: +357 22 506700  
Mail Address: PO. Box 24996, 1306, Nicosia, Cyprus  
Website: <http://www.cysec.gov.cy>

## Annex I To Terms of Use

Plain Economic profile

- 1) Purpose and intended nature of the business relationship: trading in financial instruments;
- 2) State of tax residence: according to your residential address;
- 3) Your knowledge and experience in trading: no knowledge or experience;
- 4) Politically Exposed Persons (and relationship with them): no
- 5) The nature of the transactions: trading in transferable securities;
- 6) The anticipated account turnover: volume of your order multiplied by two;
- 7) The expected origin of incoming funds to be credited to the account: business income from the country according to your residential address;
- 8) The expected destination of outgoing transfers/payments: according to your residential address;
- 9) Your size of wealth: volume of your order multiplied by one hundred;
- 10) Annual income: volume of your order multiplied by fifty;
- 11) The clear description of the main business/professional activities/operations: self-employed in retail trade.