

## **Overview of Material Amendments to Capital Com (UK) Limited's Terms and Conditions**

This is an overview of the material amendments, which have been made to the Firm's Terms and Conditions. For the avoidance of doubt, all terms defined in the new Terms and Conditions shall apply in this summary document (unless otherwise defined).

***This is not an exhaustive summary of the changes. You are required to read and acknowledge the new Terms and Conditions in their entirety.***

### **1. No Third Parties**

A new clause 1.5 has been added to Section A pursuant to which each Customer warrants, represents and undertakes that: (a) they have authority and capacity to enter into the Agreement; (b) they are entering into the Agreement in their own name and own behalf and (c) they will not allow any third party to act on their Account.

### **2. Powers of Attorney**

A new clause 1.6 has been added to Section A to clarify that (unless otherwise agreed in writing) Powers of Attorney are not permitted over an Account.

### **3. Third Party Electronic Trading Services**

A new definition has been added to cover any Electronic Trading Services provided by a third party (e.g. MT4 and MT5).

In addition, a new clause 1.6 has been added to Section B to clarify each Customer's responsibility in respect of their use of any Third Party Electronic Trading Services. It is made clear that the Firm is not responsible for the actions of any Third Party Electronic Trading Services provider, nor will the Firm be held liable for any loss arising out of the use of Third Party Electronic Trading Services. Furthermore, by entering into the Agreement, Customers authorise the Firm to disclose information about them and their Account (including personal data and Account activity) to Third Party Electronic Services providers.

### **4. Placing Orders**

Additional wording has been added to clause 3.1 of Section B stating that, unless telephone trading services are offered and agreed by the Firm, each Customer accepts that all instructions should be placed manually and any use of an automated data entry system or tampering in any way with the Trading Platform and/or Electronic Trading Services is expressly and strictly prohibited.

### **5. Minimum Deposits**

Clauses 5.5 and 5.6 of Section B have been amended to remove the previous minimum deposit amounts. Wording has, however, been included to clarify that the Firm reserves the right to impose minimum deposits from time to time.

### **6. Improper Trading**

Additional wording has been added to clause 8.1 of Section B to clarify the circumstances and actions which will be deemed by the Firm to constitute improper trading.

### **7. Response to Abuse**

Clause 8.5 of Section B has been amended to clarify that, in the event the Firm determines that a Customer is trading improperly, the Firm will have the right to (without limitation): (a) make any corrections or adjustments to an Account; (b) suspend or block an Account (including freezing funds); (c) exercise the Firm's Termination Rights set out at clause 11.2 of Section B; and/or (d) report any

relevant details to the FCA or other applicable authority.

#### **8. Representations and Warranties**

The warranty at clause 9.1(h) of Section B has been amended to include the use of any “*automated data entry system, robots, high speed trading or any other software, program, device or scheme aimed at manipulating, abusing or tampering with our Trading Platform and/or the Electronic Trading Services*”.

#### **9. Holding Customer Funds**

Additional wording has been added to Clause 10.1 of Section B to clarify that the Firm may hold Client Money in segregated client money bank accounts with fixed terms or notice periods (of up to 95 days). Whilst such fixed term deposit accounts or notice periods will not affect a Customer’s ability to deal with or withdraw their money in the ordinary course of business, there is a risk that the longer notice period could result in a delay in returning some or all of the funds until the expiry of the relevant fixed term or notice period.

#### **10. Foreign Account Tax Compliance Act (FATCA)**

Additional wording has been added to clause 14.2 of Section B to clarify that failure to provide the requested documentation outlined in this clause may result in restrictions being placed on an Account.

#### **11. Intellectual Property**

Additional wording has been added to clause 17.11 of Section B stating that a Customer agrees not to (without limitation):

- Use the Trading Platform and the Electronic Trading Services in any other manner except as permitted by and in accordance with the Agreement;
- Copy, record translate or amend whole or part of the software comprising the Trading Platform and/or the Electronic Trading Services;
- Interfere, tamper, alter, amend or modify the software comprising the system of the Trading Platform and/or the Electronic Trading Services;
- Reverse engineer, decompile or disassemble the software comprising the Trading Platform and/or the Electronic Trading Services;
- Separate or alter any part of the Trading Platform and/or the Electronic Trading Services;
- Attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the Trading Platform and/or the Electronic Trading Services; and/or
- Tamper with or impair the Trading Platform and/or the Electronic Trading Services or any intellectual property rights relating thereto.

#### **12. Rights of Third Parties**

A new clause 17.15 has been added to Section B to clarify that a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### **13. CFD Trading and Spread Betting Services**

In the introduction wording to Section C, new wording has been added to clarify that:

- Spread Bets are not available to corporate Customers (i.e. Customers who are a legal entity); and
- The Firm may, from time to time, offer CFDs and/or Spread Bets without leverage. Any such instruments shall remain complex products with a degree of risk, although do not require the Firm to publish an associated risk warning stating the percentage of retail investor accounts losing money. The unleveraged CFDs will be fully margined with a 1:1 ratio (margin : deal size) and may be subject to a maximum number of orders and a total exposure limit (notification of which will be made available on the Firm’s Trading Platform and/or Website).

#### **14. Share Dealing Services**

In the introduction wording to Section D, new wording has been added to clarify that the Share Dealing Services are only available to Customers who opened a Share Dealing Services Account prior to December 2022.