

# RISK DISCLAIMER

Version 0.1 – August 2024



## Table of Contents

<b>1. Introduction.....</b>	<b>3</b>
<b>2. Leverage.....</b>	<b>3</b>
<b>1. Quotes and Margin.....</b>	<b>3</b>
<b>2. Risk Reduction.....</b>	<b>4</b>
<b>3. Product Risks.....</b>	<b>4</b>
<b>4. Technical.....</b>	<b>4</b>
<b>5. Transmission.....</b>	<b>4</b>
<b>6. Trading Agents.....</b>	<b>5</b>
<b>7. Phone Communication.....</b>	<b>5</b>
<b>8. Human Errors.....</b>	<b>5</b>
<b>9. Bankruptcy.....</b>	<b>5</b>
<b>10. Force Majeure.....</b>	<b>5</b>



## 1. Introduction

FXNOVUS (PTY) LTD (hereinafter referred to as “FXNovus” or the “Company”) is registered in South Africa, with registration number 2020/183344/07. The Company’s registered address is located at Nr 1 Casino Road, Foundershill, Office G31 Modderfontein Estate, Johannesburg, 1609 South Africa. The Company is authorised and regulated by the Financial Sector Conduct Authority (the “FSCA”) as a Financial Service Provider (“FSP”) to offer certain Investment Services.

## 2. Leverage

High Leverage and low Margin can result in significant losses due to small price fluctuations in the traded products. High Leverage allows the Customer to assume more risk, magnifying both losses and profits, which can result in loss up to and in excess of Deposits and Margin. The Customer must consider that if the trend on the market is against him/her the Customer may sustain a total loss of the initial margin funds and any additional funds deposited to maintain open positions. The Customer is responsible for all his/her risks, the financial resources he/she uses and for the chosen trading strategy.

Foreign Exchange and any other Over-the-Counter (“OTC”) derivative product (Traded Contracts) trading is highly speculative and is only suitable for Customers who understand and are willing to assume the economic, legal and other risks involved, and are financially able to assume losses up to or in excess of Margin or Deposits. The customer hereby certifies that the Customer understands these risks and that the Customer is willing and able financially and otherwise to assume the risks of Traded Contracts Trading and that loss of the Customer’s entire Trading Account Balance will not result in a negative change to the Customer’s lifestyle. Opening a Trading Account in order to speculate or assume risk of any sort on Traded Contracts and other products through the Over-the-Counter (“OTC”) market provided by FX Novus (PTY) Ltd on a “Spot” basis means assumptions of the following risks:

### 1. Quotes and Margin

Quotes and Margins are set by FX Novus (PTY) Ltd and may differ from other firms. FX Novus (PTY) Ltd will exercise discretion in setting and collecting Margin. FX Novus (PTY) Ltd is authorized to convert funds in the Customer’s Trading Account for Margin into and from such foreign currency at a rate of exchange determined by FX Novus (PTY) Ltd in its sole discretion on the basis of then-prevailing money market rates. The Customer must maintain the minimum Margin Level

requirement on Customer's Open Positions at all times. The Customer assumes the responsibility to monitor the Customer's Required Margin. "FXNovus (PTY) Ltd" has the right to liquidate any or all Open Positions whenever the minimum Margin requirement is not maintained. To avoid a Margin Call it is highly recommended to maintain a Margin Level of 1000% or greater.

## 2. Risk Reduction

Stop Loss Orders or Stop Limit Orders, which are intended to limit losses may reduce the losses incurred by price fluctuations, however such orders may not be able to execute under certain abnormal market conditions.

## 3. Product Risks

The profit and loss in any given Transaction may be affected by a currency rate that is used to convert to the Accounts base currency. Accounts shall be opened in the following currencies: USD/EUR as stated by the Customer and accepted by FX Novus (PTY) Ltd.

## 4. Technical

The Customer is responsible for any technical issues sustained on the Customer's side. These issues include but are not limited to:

- (a) Failure of Customer's hardware, software or internet connection;
- (b) Improper operation of Customer equipment
- (c) Improper settings on the Customer's Terminal
- (d) Delay of Customer Terminal updates
- (e) MetaTrader Failure on Customer's Computer

The Customer acknowledged that at the moment of peak load there may be some difficulties in getting telephone communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

## 5. Transmission

The Customer acknowledged that once a Transmission is made from the Client Terminal and enters the execution queue and begins being processed it cannot be cancelled. Any other instruction pertaining to the Transmission will be ignored until the Transmission is completed. The customer should always verify thoroughly that the details of Volume, Product and Price Level prior to



submitting any Transaction. All Transactions are performed on a First-In-First-Out basis.

## **6. Trading Agents**

In the event that the Customer grants trading authority to a third party, the “Trading Agent”, whether on a discretionary or non-discretionary basis, FX Novus (PTY) Ltd shall in no way be responsible for reviewing the Customer’s choice of such Trading Agent. FX Novus (PTY) Ltd is in no way liable for any losses incurred by such a party and any disputes that may arise will be resolved between the Customer and Trading Agent. In case of an unnamed Trading Agent on the Customer’s Account, FX Novus (PTY) Ltd is not liable for rejecting any instruction from a non-authorized party on the Customer’s Trading Account.

## **7. Phone Communication**

The Customer understands that during peak trading hours that the Customer may experience some difficulties in contacting FX Novus (PTY) Ltd due to high volume. FX Novus (PTY) Ltd cannot be held liable for any disruptions in service due to any Force majeure.

## **8. Human Errors**

The Customer understands that any error that is made by an FX Novus (PTY) Ltd employee that results in any position opened at an “untraded” price cannot be honored and will subsequently be deleted.

## **9. Bankruptcy**

In case of Bankruptcy creditors retain priority. All transactions entered into with FX Novus (PTY) Ltd" by the Customer are not traded on an exchange. Therefore, under the regulating code of law, the Customer’s funds may not receive the same protections as funds used to guarantee exchange-traded futures or options contracts. If the company becomes insolvent, the Customer’s claim for deposits and profits may not receive priority. The customer is a general creditor and will be paid as such from any monies still available after priority claims are paid.

## **10. Force Majeure**

In the case of Force Majeure, the Customer shall accept the risk of financial losses.

## FXNOVUS (PTY) LTD

FX Novus website is operated by FX NOVUS (PTY) LTD, a South Africa Investment Firm, authorized and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP License Number 50963. FXNOVUS(PTY) LTD registration number is 2020 / 183344 / 07.

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