ShineTrades

RISK DISCLOSURE STATEMENT

Last updated: 14/05/2020

This notice is provided to you as per the provisions of the relevant legislation and in accordance with Law 87(I)/ 2017 governing Shine Trades CY LTD (the "Company").

In consideration of Shine Trades CY LTD (hereafter the "Company") agreeing to enter into over-the-counter ("OTC") contracts for differences ("CFDs") and foreign exchange contracts ("FX Contracts") with the undersigned (hereinafter referred to as the "Customer", "you", "your"), Customer acknowledges, understands and agrees that:

1. Trading is very speculative and risky

Trading CFDs and FX Contracts is highly speculative, involves a significant risk of loss and is not suitable for all investors but only for those customers who:

(a) understand and are willing to assume the economic, legal and other risks involved;

(b) are experienced and knowledgeable about trading in derivatives and in underlying asset types; and

(c) are financially able to assume losses significantly in excess of margin or deposits because investors may lose the total value of the contract not just the margin or the deposit.

Neither CFDs nor FX Contracts are appropriate investments for retirement funds. CFD and FX transactions are among the riskiest types of investments and can result in large losses. Customer represents, warrants and agrees that Customer understands these risks, is willing and able, financially and otherwise, to assume the risks of trading CFDs and FX Contracts and that the loss of Customer's entire account balance will not change Customer's lifestyle.

Information on the previous performance of Financial Instruments does not guarantee the same circumstances of its current and/or future performance. The use of historical data does not lead to safe forecast.

2. Risks related to long CFD positions, i.e. for purchasers of CFDs

Being long in CFD means you are buying the CFDs on the market by speculating that the market price of the underlying will rise between the time of the purchase and sale. As owner of a long position, you will generally make a profit if the market price of the underlying rises whilst your CFD long position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying falls whilst your CFD long position is open. Your potential loss may therefore be bigger than the initial margin deposited. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

3. Risks related to short CFD positions, i.e. for sellers of CFDs

Being short in CFD means you are selling the CFDs on the market by speculating that the market price of the underlying will fall between the time of the purchase and sale. As owner of a short position, you will generally make a profit if the market price of the underlying falls whilst your CFD short position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying rises whilst your CFD short position is open. Your potential loss may therefore be bigger than the initial margin deposited. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

4. Leverage and its effects

The high degree of “gearing” or “leverage” is a particular feature of both CFDs and FX Contracts. The effect of leverage makes investing in CFDs riskier than investing directly in the underlying asset. This stems from the margining system applicable to CFDs which generally involves a small deposit relative to the size of the transaction, so that a relatively small price movement in the underlying asset can have a disproportionately dramatic effect on your trade. This can be both advantageous and disadvantageous. A small price movement in your favour can provide a high return on the deposit, however, a small price movement against you may result in losing the entire investment. Your losses will never exceed the balance of your account, which is balanced to zero, if the losses are higher than the amount deposited. Such losses can occur quickly. The greater the leverage, the greater the risk. The size of leverage therefore partly determines the result of your investment.

5. Insolvency

The Company employs adequate arrangements in order to ensure Clients’ assets and ownership rights in the event of the Company’s insolvency. However, the Company's insolvency or default, may lead to positions being liquidated or closed out without the Clients consent. In certain circumstances, a Client may not get back the actual assets which were lodged as collateral and may have to accept any available payments in cash, or by any other method deemed to be appropriate.

Segregated Funds will be subject to the protections conferred by Applicable Regulations. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this clause.

All Client funds are held in segregated accounts, separated from Company's funds.

6. High Volatility Instruments, price movements and the meaning of Slippage

Some Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of loss as well as profit. The price of Derivative financial instruments is derived from the price of the underlying asset in which the instruments refer to. Derivative financial instruments and related markets can be highly volatile. The prices of instruments and the underlying asset may fluctuate rapidly, over wide ranges, and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions it may be impossible for a Client's order to be executed at a declared price, leading to losses. The prices of instruments and the underlying asset will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore, a Stop Loss order cannot guarantee the limit of loss.

The Client acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of Instruments may fluctuate downwards or upwards and it is even a possibility that the investment may diminish to no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value. A relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trade. If the underlying market movement is in the Client's favour, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit, but may also expose the Client to a large additional loss.

At this point it is significant to refer to Slippage which usually happens during periods of high volatility - This is when a trader has executed an order at a price which is different to the price they expected the trade to be executed at. There are two kinds of slippage, positive and negative. Positive slippage occurs when the price is executed at a better level than the one requested; a negative slippage is exactly the opposite situation, therefore the Client should consider the possible risks and/or hazardous situation that they might be placed in. Slippage can occur in all account and order types offered, and under all execution methods.

Please be informed that in case a slippage is experienced in the market, the orders will be executed at the next available price, in cases of market execution. Instant Execution requotes, (i.e. if the requested price is not available, the current available price will be sent to the Client to confirm execution, and the Client must explicitly agree to accept the requoted price, prior to execution) occur when entering or exiting the market in Standard and Cent account.

In general, the volatility in the market may affect the price, speed and volume. Therefore, trading during volatile conditions, where important news and data releases are made, is incredibly risky and since the best execution criteria might not apply, as indicated in our website, the execution pricing will always be provided at the first available price.

7. Liquidity

Some of the underlying assets may not become immediately liquid as a result of reduced demand for the underlying asset and Client may not be able to obtain the information on the value of these, or the extent of the associated risks.

8. Margin Requirements

Customer must maintain the minimum margin requirement on their open positions at all times. It is Customer's responsibility to monitor his/her account balance. Customer may receive a margin call to deposit additional cash if the margin in the account concerned is too low. The Company has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained and this may result in Customer's CFDs or FX Contracts being closed at a loss for which you will be liable.

9. Prices, Margin and Valuations are set by the Company and may be different from prices reported elsewhere

The Company will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. The performance of your CFD or FX Contract will depend on the prices set by the Company and market fluctuations in the underlying asset to which your contract relates. Each underlying asset therefore carries specific risks that affect the result of the CFD concerned.

10. Rights to Underlying Assets

You have no rights or obligations in respect of the underlying instruments or assets relating to your CFDs or FX Contracts. The Customer understands that CFDs can have different underlying assets, such as stocks, indices, currencies and commodities.

11. Currency Risk

Investing in FX Contracts and CFDs with an underlying asset listed in a currency other than your base currency entails a currency risk, due to the fact that when the CFD or FX Contract is settled in a currency other than your base currency, the value of your return may be affected by its conversion into the base currency.

12. One click and immediate transmission / execution by the liquidity provider

The Company's online trading system provides immediate transmission of Customer's order once Customer enters the notional amount and clicks "Buy/Sell." This means that there is no opportunity to review the order after clicking "Buy/Sell" and Market Orders cannot be cancelled or modified. This feature may be different from other trading systems you have used. Customer should utilize the Demo Trading System to become familiar with the Online Trading System before actually trading online with the Company. Customer acknowledges and agrees that by using the Company's online trading system, Customer agrees to the one-click system and accepts the risk of this immediate transmission feature.

13. The customer makes independent decisions and the Company is not an adviser or a fiduciary to customer

The Company will not provide you with any investment recommendations or with any advice that is directly or indirectly connected with the trading of Financial Instruments and you acknowledge that the services provided by us do not include investment advice. This includes guidance in relation to underlying assets, the market or specific trading strategies.

You should note that the Company may provide you, from time to time, with useful information about relatable subjects created by third parties BUT the Company does not approve or endorse this information and/or these tools. Such information may be indicative of trading trends or trading opportunities and it should be understood that, by taking any actions as a result of this information/tools, you accept and understand that it can cause loss of all your capital. We don't accept liability for any such losses resulting from actions taken by you based on information and or tools produced by third parties.

The Company may also provide, at its discretion, information, news, market commentary or any other information through its website, agents or platform but when it does so, it is understood that the information is provided solely to enable you to make your own investment decisions and does not amount to investment advice. You accept that you are solely responsible for the trades you make and that any transaction you enter into is done so based on your own judgment.

14. No guarantees of profit

There are no guarantees of profit nor of avoiding losses when trading CFDs and FX Contracts. Customer has received no such guarantees from the Company or from any of its representatives. Customer is aware of the risks inherent in trading CFDs and FX Contracts and is financially able to bear such risks and withstand any losses incurred.

15. Internet Trading

When Customer trades online (via the internet), the Company shall not be liable for any claims, losses, damages, costs or expenses, caused, directly or indirectly, by any malfunction, disruption or failure of any transmission, communication system, computer facility or trading software, whether belonging to the Company, Customer, any exchange or any settlement or clearing system.

16. Quoting Errors

Should a quoting error occur (including responses to Customer requests), the Company is not liable for any resulting errors in account balances and reserves the right to make necessary corrections or adjustments to the relevant Account. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by the Company in its sole discretion and acting in good faith, of the relevant market at the time such an error occurred. In cases where the prevailing market represents prices different from the prices the Company has posted on our screen, the Company will attempt, on a best efforts basis, to execute Transactions on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer statements. This may or may not adversely affect the Customer's realized and unrealized gains and losses.

17. Compensation

The Company participates in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. Customers will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim. Any compensation provided to you by the Investor Compensation Fund shall not exceed Twenty Thousand Euro (EUR 20.000). This applies to your aggregate claims against the company.

18. Third Party Risks

It is understood that we will promptly place all funds received from clients into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions, within Cyprus or EEA, such as a regulated credit institution or a bank. It should be noted that, whilst we shall exercise due skill, care and diligence (in accordance with applicable laws) when selecting the financial institution in which your funds will be placed, the Company is unable to accept liability and responsibility for circumstances beyond our control and as such do not accept any liability or responsibility for any resulting losses to you as a result of the insolvency or any other comparable proceedings or failure of the financial institution where your money will be held.

The financial institution where segregated client funds will be kept may be within Cyprus or within the EEA. It should be noted that the applicable legislation applied to such financial institutions outside of Cyprus (but within EEA) may be different from the applicable legislation in Cyprus. In the event of insolvency, your funds may be treated differently from any treatment applicable to funds held in segregated accounts in Cyprus.

The financial institution, to which we will pass your money, may hold it in an omnibus account. Hence, in the event of the insolvency or any other comparable proceedings in relation to that financial institution, we may only have an unsecured claim against the financial institution on your behalf, and you will be exposed to the risk that the money received by us from the financial institution is insufficient to satisfy your claims.

19. Costs and charges

Before Clients begin to trade, they should make themselves aware of all table-accordion commissions and other charges for which they will be held liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), the Client should ensure that they understand the true monetary value of the charges. For example, for opening a position in some types of CFDs the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company Website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amount. The value of opened positions in some types of CFDs is increased or reduced by a daily swap rate throughout the life of the contract. Swap rates are based on prevailing market interest rates, which may vary over time. For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account.

There is a risk that the Client's trades in any Financial Instruments including derivative instruments may be or become subject to tax and/or any other duty for example, because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client is responsible for any taxes and/or any other duty and/or fee and/or expenses which may accrue in respect of his trades.