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Risk Disclosure

General advice warning

Any general advice provided by MAKASKY Limited ("MAKASKY"),or on our website, or via our trading platform, does not take into account your financial situation, personal objectives or needs. Before using any of our services you should familiarize yourself with Forex. You should then consider your objectives, financial situation and needs, and take all reasonable steps to fully understand the possible outcomes of trades and strategies that can be employed using the MAKASKY trading platform. You should seek independent financial advice to ensure that a particular product is suited to your financial situation and requirements. Without any exceptions, MAKASKY does not participate in any way in trading decisions made by external account managers and makes no representations, warranties and assumes, no obligations with regard to any external account managers trading strategy and/or performance.

1. Internet Trading

There are risks associated with using an internet trading system. These include, but are not limited to: error in hardware, software, internet connection or any force majeure (i.e. flood, extraordinary weather condition, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction). We or our affiliates cannot control the signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection. Therefore, we cannot be responsible for any communication failure, distortion or delay (although we will attempt to minimize the possibility of system failure). Please call us immediately if you are unable to access your account. Please note for security reasons you will need to go through our identification process before you connect us.

2. Margin Trading

Trading in foreign exchange and bullion, particularly margin trading, involves the potential for profit as well as the risk of loss. This may vastly exceed the amount of money you commit to any trade or transaction. Movements in the price of foreign exchange or bullion rates are influenced by a variety of factors of global origin, many of which are unpredictable. Violent movements in the price of foreign exchange or bullion rates may result in action by the market. As a result you may be unable to settle adverse trades. MAKASKY staff are unable to guarantee the accuracy of any market predictions (should they offer such predictions) and cannot guarantee a maximum loss that you may suffer.

3. Demo Platform

The virtual funds available via your demo platform allow you to familiarize yourself with our trading platforms, and any gains or losses incurred while trading in a demo environment are not suggestive of results you may achieve when trading on a live platform.

4. Use of the Site

The content on this Web site is subject to change at any time without notice, and is provided for the sole purpose of assisting traders to make independent investment decisions. MAKASKY has taken reasonable measures to ensure the accuracy of the information on the Web site. However, MAKASKY does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Web site. This site is not intended for distribution, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in this Web site is available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the responsibility of visitors to this Web site to ascertain the terms of and comply with any local law or regulation to which they are subject.

5. Limitation of liability

In no event will MAKASKY be liable for:

(I) Any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if MAKASKY or its authorized representatives have been advised of the possibility of such damages, or

(II)Any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, MAKASKY liability is limited to the greatest extent permitted by law.

MAKASKY makes no representations whatsoever about any other web site which you may access through this one or which may link to this site. When you access a nonMAKASKY web site, please understand that it is independent from MAKASKY and that MAKASKY has no control over the content on that web site. In addition, a link to MAKASKY web site does not mean that MAKASKY endorses or accepts any responsibility for the content, or the use, of such web site.

6. Indemnification

You agree to indemnify, defend and hold harmless MAKASKY, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or any other person accessing the service.

7. Third party rights

The provisions of paragraphs 4 (use of the service), and 6 (indemnification) are for the benefit of MAKASKY and its officers, directors, employees, agents, licensors, suppliers,

and any third party information providers to the service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

8. Term; termination

This agreement may be terminated by either party without notice at any time for any reason. The provisions mentioned in paragraphs of copyright, licenses, idea submissions, use of the service, indemnification, third party rights and miscellaneous shall survive any termination of this agreement.

9. Miscellaneous

This agreement shall all be governed and construed in accordance with the laws of Malaysia applicable to agreements made and to be performed in Malaysia. You agree that any legal action or proceeding between MAKASKY and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Malaysia. Any cause of action or claim you may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. MAKASKY failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. MAKASKY may assign its rights and duties under this agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

10. Trademarks

Publications, products, content or services referenced herein or on the site are the exclusive trademarks or service marks of MAKASKY. Other product and company names mentioned in the site may be the trademarks of their respective owners.

11. Instrument fluctuation

Most of the instruments used on the financial markets can fluctuate substantially over the course of a day and may yield both losses and profits.

12. Force majeure

The company shall not be responsible for financial losses of the client due to force majeure.

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