

Terms and Conditions for ALPCAPS

1. Scope of Application

1.1 These Terms and Conditions (hereinafter referred to as the "Agreement") govern the contractual relationship between ALPCAPS (hereinafter referred to as "the Company") and its clients (hereinafter referred to as "the Client").

1.2 By accessing or using the services offered by the Company, the Client acknowledges and agrees to abide by the provisions of this Agreement and any applicable policies or guidelines issued by the Company

1.3 This Agreement applies to all interactions and transactions between the Client and the Company, including but not limited to financial services, advisory services, and investment activities.

2. Definitions

2.1 "Services" refers to all products, tools, and services offered by the Company, including but not limited to investment management, financial advisory, portfolio analysis, and risk assessment tools.

2.2 "Financial Instruments" include but are not limited to equities, bonds, derivatives, and other securities available for investment through the Company.

2.3 "Business Day" refers to any day on which the Company is operational, excluding weekends and public holidays in Zurich, Switzerland.

2.4 "Force Majeure" encompasses events beyond the control of the Company, including but not limited to natural disasters, war, strikes, or government actions.

3. Client Responsibilities

3.1 The Client is required to provide accurate and complete information when entering into the Agreement and ensure that such information remains updated throughout the duration of the relationship.

3.2 The Client agrees to comply with all applicable laws, regulations, and Company policies in their use of the Services. This includes refraining from engaging in illegal or unethical practices.

3.3 The Client is responsible for safeguarding their account credentials and notifying the Company immediately in case of unauthorized access or potential security breaches.

3.4 The Client must regularly review statements, reports, and communications provided by the Company and notify the Company promptly of any discrepancies or issues

4. Services

4.1 The Company offers a range of financial services, subject to the terms outlined in this Agreement. These services may be modified, suspended, or terminated at the Company's discretion, with reasonable prior notice to the Client where feasible.

4.2 The execution of transactions by the Company is subject to market conditions, operational constraints, and applicable regulatory requirements.

4.3 The Company is not liable for delays or failures in executing instructions due to factors beyond its control, including but not limited to Force Majeure events.

4.4 The Company reserves the right to refuse or limit access to certain Services if it deems such actions necessary for compliance or operational reasons.

5. Fees and Charges

5.1 The Client agrees to pay all fees and charges associated with the Company's Services as specified in the fee schedule provided during the onboarding process.

5.2 The Company may amend its fee structure with prior notification to the Client. Continued use of the Services following such amendments constitutes acceptance of the revised fees.

5.3 All applicable taxes, duties, or levies arising from transactions shall be the sole responsibility of the Client.

5.4 In the event of late payments, the Company reserves the right to apply interest or penalties as stipulated in the applicable fee schedule.

6. Liability and Indemnification

6.1 The Company shall not be held liable for losses or damages incurred by the Client due to delays, errors, interruptions, or unforeseen circumstances affecting the Services.

6.2 The Client agrees to indemnify and hold the Company harmless from any claims, liabilities, or expenses arising from their use of the Services, including but not limited to non-compliance with this Agreement.

6.3 The Company reserves the right to reject or halt instructions that contravene applicable laws or Company policies.

7. Data Protection and Confidentiality

7.1 The Company processes Client data in accordance with applicable data protection laws and its Privacy Policy, which forms an integral part of this Agreement.

7.2 The Client authorizes the Company to share information with third parties as necessary to provide Services, ensuring compliance with confidentiality requirements.

7.3 The Client must promptly inform the Company of changes to their contact information to facilitate seamless communication.

8. Amendments to Terms and Conditions

8.1 The Company reserves the right to amend this Agreement at its discretion. Notice of such amendments will be provided through appropriate communication channels.

8.2 If the Client continues to use the Services after amendments have been communicated, it shall be deemed that they have accepted the revised terms.

9. Termination

9.1 Either party may terminate this Agreement by providing written notice. Termination by the Client must be communicated through official channels.

9.2 Upon termination, all outstanding obligations must be settled, including fees and dues owed to the Company.

9.3 If the Client has open transactions at the time of termination, the Company reserves the right to liquidate or transfer such positions as necessary.

10. Applicable Law and Jurisdiction

10.1 This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

10.2 Disputes arising from this Agreement shall be resolved exclusively in the courts of Zurich, Switzerland, unless otherwise agreed upon by both parties.

11. Miscellaneous

11.1 Should any provision of this Agreement be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.2 Failure by the Company to enforce any rights under this Agreement shall not constitute a waiver of such rights.

11.3 The Company reserves the right to outsource certain operations while ensuring compliance with applicable laws and maintaining confidentiality.

11.4 This Agreement, along with any supplemental agreements, constitutes the entire understanding between the Client and the Company regarding the use of Services.

11.5 For further information or assistance, the Client may contact ALPCAPS at:

Address: Rue Saint-Pierre 10, c/o Dimitar Morarcaliev, 1700 Fribourg, Switzerland

Email: support@alpcaps.com

Phone: +1 4502357914

Registration Number: F01424921

Website: www.alpcaps.com