

# StayOnlineFX Risk Disclosure Policy

## **1. INTRODUCTION**

**Stay Online Limited** (hereinafter the “Company”) is a Kenyan Firm that owns and operates the brand “StayOnlineFX” (www.stayonlinefx.tech) **Stay Online Limited** is registered in Kenya with company number PVT-RXU2G2KB and is working in partnership with CP Investment Managers Ltd. a Rwandese Firm authorized and regulated by the Capital Market Authority ("CMA") with license number AM/005/CMA/2018 to carry out certain categories of financial activities as permitted under relevant legislation. The Company’s registered office is located at Steward House, Off Ngong Road, Langata District, P.O BOX 13338, Nairobi, Kenya. Please refer to the website of the Company for more information.

The company adheres to relevant laws, orders, regulations, guidelines, and EAC directives. For details, refer to the following webpage: <https://www.cma.rw/index.php?id=20>

This Risk Disclosure Policy (the “Policy”) is provided to you, in accordance with the applicable regulations, because you are considering dealing in the investment products provided with the Company. Each instrument, product and service have its own distinct risks. This Policy cannot and does not disclose or explain all the risks and other significant aspects involved in these products or how such risks relate to your personal circumstances. This Policy is solely designed to explain in general terms the nature of the risks particular to dealing in the instruments offered by the Company and to help you to take investment decision on an informed basis.

Prior to applying for an account, you should consider carefully whether trading in Forex/CFDs provided by the Company is suitable for you in light of your needs, circumstances and financial situation. Trading in Forex/CFDs entails the use of leverage. If you are in any doubt about the risks involved with your account, you should seek professional advice. In considering whether to engage in this form of trading, you should be aware of the following:

## **2. RISKS ASSOCIATED WITH TRANSACTIONS**

The Company does not provide the client with investment advice relating to its services and products and does not make investment recommendations of any kind. The Company sometimes provides factual information or research recommendations about a market, information about transaction procedures and information about the potential risks involved and how those risks may be minimized, However, any decision to use our investment products or services is solely made by you.

The Company does not and cannot guarantee the initial capital of your account or its value at any time or any money invested. You acknowledge and accept that, regardless of any

information which may be offered by the Company, the value of the products may fluctuate.

You acknowledge and accept that you run a great risk of incurring losses and damages as a result of the dealing in Forex/CFDs as such transactions undertaken through the Company may be of a speculative nature. Large losses may occur in a short period of time, equaling the total of your funds deposited with the Company. You should not enter into a transaction with the Company unless you are willing to undertake the risk of losing entirely all the funds which you have invested.

The Client ensures that he/she understands that trading is very risky and speculative. The Client should not risk more than he/she is prepared to lose. The client before deciding to trade must ensure that he/she understands the risks involved for each one of the Financial Instruments offered by the Company and consider his/her level of experience. Therefore, prior to applying for a trading account, the Client should carefully consider whether investing in a specific Financial Instrument is suitable for him/her considering his/her personal circumstances and financial resources. If the client does not understand the risks involved, then independent advice and consultation must be sought. The Company will not provide the client with any personal investment advice in relation to trading in Forex, CFDs and/or any other Financial Instruments. The Customer acknowledges that there is a great risk of incurring losses when trading in Forex/CFDs and accepts that he/she is willing to take this risk.

### **3. VOLATILITY OF PRICE**

Placing Stop-Loss orders serves to limit your losses. However, Forex/CFDs can be highly volatile and the value of the underlying instruments may fluctuate rapidly under certain market conditions, which cannot be controlled either by the Company or the client therefore stop loss order cannot guarantee the limit of loss.

Movements in the price of underlying markets can be volatile and unpredictable. This will have a direct impact on your profits and losses; knowing the volatility of an underlying market will assist you in evaluating whether any stop orders should be placed.

The price may 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 marketplace.

Gapping is a sudden shift in the price of an underlying market from the level to another and can occur when the underlying market is either open or even closed due to various factors/events (i.e. release of important news announcements, economic events, etc). When such factors/events occur and the underlying market is closed, the price of the underlying market when it re-opens may be different from the closing price with no opportunity to sell the product before the market

opens.

Trading in Forex/CFDs is highly speculative, involves an outstanding Risk of loss and is not suitable for everyone but only for those investors who:

- a. Understand and are willing to assume the economic, legal and other risks involved.
- b. Are financially able and prepared to lose all their Invested capital.
- c. Have the knowledge to understand Forex/CFD trading and the underlying assets.

The Client represents, warrants and agrees that he/she understands these risks, is willing and able, financially and otherwise, to assume the risks of trading in Forex/ CFDs and that the loss of the client's entire Account balance with the company will not change the client's lifestyle.

#### **4. PRICES ARE SET AND PROVIDED BY THE MARKET MAKER AND MAY DIFFER FROM PRICES REPORTED ELSEWHERE**

The Company will provide the prices to be used in trading and valuation of client positions in accordance with its policies and procedures whereas prices are provided by the market maker. The trading rates assigned to the assets on the Company's website are the ones at which the Company is willing to sell Forex/CFDs to its clients at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of options occurs.

#### **5. MARGIN REQUIREMENTS**

Clients are required to deposit a margin with the Company in order to open a position. The margin requirement will depend on the underlying instrument of the derivative products, level of leverage chosen and the value of position to be established. The Company will not notify the client of any margin call to sustain a loss-making decision. The Company has the discretionary right to start closing positions when the margin level decreases to about 75% and automatically close all positions at market prices. The Company guarantees that there will be no negative balance in the account when trading the instruments provided by the Company.

Trading in Forex/CFDs entails the use of leverage. In considering whether to engage in this form of investment, you should be aware of the high degree of leverage. This stems from the margin system applicable to such trades which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market movement is in your favor, you may achieve a good profit, but an equally small adverse market movement may quickly result in the loss of your entire deposit. You must not trade in Forex/CFDs unless you are willing to undertake the risks of losing all the money

which you have invested.

Should the equity in your trading account be insufficient to hold current positions open, you will be required to deposit additional funds at short notice or reduce exposure (margin call) should you require to keep your positions open. Failure to do so within the time required may result in the liquidation of positions at a loss (i.e. stop-out). The client is always responsible for any losses incurred as a result.

## **6. NO GUARANTEES FOR PROFITS**

There are no guarantees of profit or of avoiding losses when trading in Forex/CFDs. The Client acknowledges and accepts that he/she has not received such guarantees from the Company or from any of its representatives. The Customer must become aware of the risks inherent in trading in Forex/CFDs and is financially able to bear such risks and withstand any losses incurred.

## **7. RIGHT TO CANCEL AN ORDER**

The Customer will have the right to cancel his/her trade for a period of at least two seconds after clicking the CALL or PUT button (cancelling the trade will not affect your trading balance and the funds will be returned to your trading account).

## **8. EXPIRY SYSTEM ERRORS**

In case the expiry system fails for any reason and the Forex/CFD does not close at the available market price when the instructed price has been met, the system will issue a notification to the Company, for the position to be resolved manually. The affected client will be placed in the same position had the CFD closed at the available market price when the instructed price has been met.

## **9. RISKS PARTICULARLY ASSOCIATED WITH TRANSACTIONS IN FX/CFD FINANCIAL INSTRUMENTS**

Investing in some Financial Instruments entails the use of “gearing” or “leverage”. In considering whether to engage in this form of investment, the Client should be aware that the high degree of “gearing” or “leverage” is a particular feature of derivative financial instruments. This stems from the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that 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 favor, the client may achieve a good profit, but an equally small adverse market movement can not only quickly

result in the loss of the Client's entire deposit, but also expose the Client to a large additional loss. Regarding transactions in derivative financial Instruments, a derivative financial instrument is a non-deliverable spot transaction giving an opportunity to make profit or loss on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. The Client must not purchase derivative Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and any additional commissions and other expenses incurred.

For further details please read our Risk Disclaimer Policy which is available on the Company's website.

## **10. THIRD PARTY RISK**

The Company may transfer money received from the Customer to a third party (e.g. OTC counterparty, clearing house, bank, Liquidity Provider/ Market Maker, Intermediate broker) in the course of facilitating the Transactions of the Customer or to effect a transaction through or with that party. The Company bears no responsibility for the insolvency, acts or omissions of any such third party.

The third party to whom the Company will transfer the money may hold it in an omnibus account and it may not be possible to separate it from the Client's money or the third party's money. In the event of insolvency or withdrawal or winding up proceedings against the third party, may lead to the Client's positions being liquidated or closed against his/her wishes or non-execution of Client orders/transactions. In addition, the Company may only have an unsecured claim against the third party on behalf of the Client and the Client understands that there is a risk that his/her claim will not be satisfied. The Company does not accept any liability or responsibility for any resulting losses.

The Company may deposit Customer money with a depository who may have a security interest, lien or right of set-off in relation to that money.

A third party through whom the Company deals with could have interests contrary to the Customer's interests.

## **11. OTHER ADDITIONAL OBLIGATIONS**

Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable and which may be found on the Company's website. If any changes are not expressed in money terms (dealing spread instead), you should obtain a clear explanation including appropriate examples to establish what such changes are likely to mean in specific money terms. You acknowledge and understand that commissions and other charges may change at any time and that it is your sole responsibility to remain up to date by visiting the Company's website.

Before you begin to trade, you should also obtain details regarding the financial instrument you wish to trade in, such as the margin requirements, position and/or volume limits, swaps etc. This information is available on the Company's website. You acknowledge and understand that the said information may change at any time and that it is your sole responsibility to remain up to date by visiting the Company's website.

The value of open positions is subject to swaps which are deducted from the client's account for instruments held overnight throughout the life of the contract. For more information regarding swap rates and the respective calculations please visit the Company's website.

You are responsible for any taxes and/or any other duty or legal affairs (i.e. regulatory filings and payments) in order to ensure that you comply with the applicable laws and regulations. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Company does not provide any regulatory, tax or legal advice and as such you may wish to seek independent advice.

Although electronic communication is often a reliable way to communicate with Clients, no electronic communication is entirely reliable or always available. The Client should be aware that electronic communications may fail, may be delayed, may not be secure and/or may not reach the intended destination.

The Company is required to hold client money in an account that is segregated from the Company's money in accordance with the Act and applicable regulations, but this may not afford complete protection.

A change in laws or regulations made by the government or a regulatory body may increase the costs of operating a business, reduce the attractiveness of investment and/or change the competitive landscape and as such alter the profit potential of an investment.

The insolvency or default of the Company, a bank or any other relevant counterparty used by the Company to effect transactions may lead to your positions being closed out without your consent.

No credit is extended to the client. Neither a variation margin allocation nor an initial margin credit allocation shall constitute a credit facility to the client.

## **12. FORCE MAJEURE EVENT**

In case of a Force Majeure Event the Company may not be in a position to arrange for the execution of Client Orders or fulfil its obligations under the Terms and Conditions with the Client or fail or delay in performing its obligations. As a result, the Client may suffer financial loss. The Company will not be held liable or have any responsibility for any type of loss or damage arising, directly or indirectly, due to a Force Majeure event.