LEGAL DOCUMENT · GENERAL CONDITIONS



Welcome to HORIZON CAPITAL's Terms of Use. This document outlines the official terms and conditions governing your relationship with our trading platform and services.

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The provisions of these Terms of Use (referred to herein as the "Agreement") are the official terms and conditions of horizoncapitalfx.co.uk (referred to herein as the "Site").

01

Company Entity

horizoncapitalfx.co.uk is operated by **HORIZON CAPITAL LLP** (the "Company"), registered in England and Wales under company number **OC320937**, with its registered office at 2nd Floor 1-3 College Hill, London, United Kingdom, EC4R 2RA. HORIZON CAPITAL is its trading name.

02

Regulation

HORIZON CAPITAL LLP is authorised and regulated by the **Financial Conduct Authority (FCA)** of the United Kingdom. This Agreement is governed by the laws of England and Wales. Official communications: **support@horizoncapitalfx.co.uk**.

03

Binding Agreement

Users (referred to as the "Client") must read this Agreement thoroughly before using horizoncapitalfx.co.uk. This Agreement legally binds the Client and the Company (collectively, the "Parties").

SUPPORTING DOCUMENTS The Company has published additional terms as supporting documents to this Agreement: General Risk Disclosure, Privacy Policy, KYC Policy, AML Policy, Order Execution, Complaint & Dispute Management, and Refund Process.

Automatic Binding

Completing the official registration and other relevant procedures constitutes acknowledgment of and consent to the authority of this Agreement. The Client is automatically bound to the Agreement and its provisions, including any future amendments, until terminated accordingly.

The Parties bound to this Agreement serve as intermediaries to one another. Handwritten signatures are not necessary for this Agreement to take effect. This Agreement is a distance contract that automatically binds the Parties.

Amendment Rights

Unless indicated elsewhere herein, the Company holds the right to amend the terms of this Agreement at any time, without the obligation to give the Client prior written notice.

The Company may modify the platform's terms and conditions entirely or partially. The Client irrevocably authorizes, represents, and undertakes the terms for using the platform, including every future modification.

The Client acknowledges his/her responsibility to act in compliance with the laws of the local jurisdiction and carries full responsibility for ensuring that the services received from the Company comply with his/her country's laws.

01

Legal Age & Competence

The Client declares that he/she is of legal age, aware of his/her actions, and legally competent to be a Client of the Company.

02

Political Exposure

The Client declares that he/she is not involved in politics or connected to a politician. The Company will immediately close accounts of users with any political attachment, in compliance with Anti-Money Laundering laws.

03

Fund Legitimacy

The Client declares that the funds deposited or used for trading are legally gained and in the form of real money. Cryptocurrency deposits are accepted as long as digital currency transfers are available.

04

Risk Understanding

The Client understands that trading derivatives is not suitable for everyone and carries a higher risk of significant losses and damages, ranging from small to large scale.

No information in this document should be interpreted as an offer to buy or sell stocks or other financial instruments to US residents. The Client acknowledges the description in 17 CFR 230.902, confirms that he/she is not a US person nor acting on behalf of one, and agrees to stop using the Company's services immediately should he/she become one.

Natural Residents

Natural residents of the US and individuals physically present in the US at the time of using the Company's services.

Corporations

Corporations, partnerships, trusts, or other entities organized under US laws or having a principal place of business (PPOB) in the US.

Accounts

Accounts (discretionary or non-discretionary) of a US person.

Other US Persons

Other US persons, as stated in 17 CFR 230.902.

horizoncapitalfx.co.uk is protected by international copyright laws and treaties. Intellectual property rights regarding the Site and all its content remain the sole property of the Company and its operators.

01

Protected Content

Graphics, software, files, programs, videos, and audio shall not be used without express written approval.

02

Prohibited Actions

Copying, redistributing, publishing, decompiling, disassembling, modifying, translating, or reverse engineering is prohibited.

03

Consequences

Violation may result in suspension or termination of the Client's use, with or without notice.

The trademark includes all intellectual property rights, including, but not limited to, inventions and improvements, trademarks, patents, designs, copyright, and corresponding rights under the laws of any jurisdiction. The Client cannot sell, rent, lease, or lend the system.

The Client accepts the terms and conditions herein to use the Company's services completely and effectively. The services are offered only to users who are not restricted by their jurisdiction's laws or any other applicable regulations.

Registration & Account Activation

After the registration form is completed and the required documents are submitted, the Company will assess the information provided. A confirmation will be sent by email regarding the acceptance or rejection of the registration.

Following approval, the Company will require an initial deposit before activating the account. The minimum initial deposit may be changed and determined by the Company from time to time.

Available Services

- Receiving and transmitting client orders for derivative trades
- Order execution of derivatives and other marketable assets
- Provision of foreign currency services
- Trading services related to the financial market

The Company cannot give guaranteed advice about the possible results of a transaction. The Client acknowledges that none of the services provided by the Company includes investment advice.

01

Client Responsibility

Performed transactions reflect activities taken by the Client in his/her own judgment. The Client is solely responsible for appraising the possible outcomes of each transaction, including the potential risks.

02

No Legal or Tax Advice

The Company has no duty to provide legal, tax, or other investment advice in connection with its transactions. The Client may seek independent advice before undertaking any transaction.

03

Market Information

The Company may occasionally provide market reviews. This information is publicly known or reflects the judgment of the Company or third parties and does not constitute investment advice.

The Company may collect Client information from banks, financial institutions, fraud prevention agencies, regulatory agencies, and registered public providers, and will treat it as confidential.

Personal Details

Complete name and address, date of birth and age, country of current and original residence, email address and contact number, identification cards, certificate of residence, and other registration numbers.

Communication Records

All official communication between the Company and the Client (phone calls, live chat, email) is recorded for quality assurance and administrative purposes. The Client consents to recordings being used as official documentation.

Data Protection

The Company is the sole owner of all collected data related to its business and is not obliged to provide those records to the Client or any third party, and may decline to do so to protect data privacy.

The Client's information may be disclosed in the following circumstances:

Legal Requests

Requests from the law, courts, or regulators with jurisdiction over the Company.

Third-Party Execution

Where orders and other ancillary purposes require such information.

Fraud Prevention

Investigations by authorities into fraud and money laundering.

Professional Advisors

Company advisors, informed beforehand of the confidential nature.

Company Affiliates

Affiliates enabling the full provision of services to the Client.

Service Providers

Third parties maintaining the system database and record-keeping.

The Company works closely with a variety of financial institutions (banks, card issuers, and fintech companies) in the regular course of business. Therefore, the Company and its affiliates are entitled to obtain records of the financial transactions made by the Client.

The Company bears no responsibility for any technical error or malfunction of any lines or networks. The Client solely bears all corresponding risks and consequences upon entering the Site and using the services offered.

01

System Errors

The Company is not responsible for system or communication errors, bugs, or viruses relating to the Services or the Client's account.

02

Data Loss

The Company is not responsible for any omission, interruption, deletion, defect, delay in operation or transmission, or communication line failure.

03

Revenue Loss

To the full extent permitted by law, the Company disclaims liability for any damages for loss of revenue or data.

04

Third-Party Actions

The Company will not be held liable for any act of negligence or omission committed by a third party.

All information received from the Client through the Registration Form is considered valid, accurate, and complete. Documents provided by the Client and approved by the Company are expected to be genuine, authentic, and valid.

Primary Representative

The Client acts as the primary representative and does not act on behalf of someone else. Exceptions may be granted upon written request with the necessary documents.

Legal Compliance

The Client accepts to operate under this Agreement and pledges not to breach the laws and rules applicable to the Client and the jurisdiction in which he/she is located.

Fund Legitimacy

The Client affirms that the funds used were not acquired illegally or through fraud and are not used to finance terrorist activities or groups.

Risk Understanding

The Client understands that trading derivatives is not suitable for everyone and carries a higher risk of significant losses and damages.

The Client is fully aware that trading in the financial market carries substantial and variable risks. This declaration gives only partial disclosure of the risks of trading leveraged assets.

01

Currency Conversions

The Company may implement currency conversions without prior notice whenever necessary, using current exchange rates and the most reasonable rates available.

02

Market Conditions

The Company may change quoted prices, swaps, leverage, rollover fees, commissions, contract sizes, and spreads at any time, effective immediately without prior notice.

03

Margin Requirements

The Client must maintain the Initial Margin and Hedged Margin set by the Company, and is solely responsible for understanding how margin is calculated.

MINIMUM BALANCE The minimum balance for maintaining an active trading account is **US$ 100.00**. Failure to meet this requirement may result in account limitations or definitive closure.

The Company uses a trading platform with various features for electronic trading transactions, accessible on most computers, operating systems, browsers, tablets, and mobile devices.

Prohibited Activities

Illegal activity on the platform is forbidden. Arbitrage, use of expert advisors, platform manipulation, and high-frequency trading are prohibited, except when combined with specific indicators.

Trade Restrictions

Some strategies are only permitted in particular markets; scalping, for example, is only allowed on currency pairs. Trades that do not comply with restrictions may be canceled.

Account Sanctions

The Company may close or cancel trading accounts, including writing off or freezing all profit, if the Client is involved in prohibited activities.

Trade Validity

Trades under five minutes are considered invalid and canceled unless reserved with a relevant provider, except for accounts that meet statistical requirements.

The Company reserves the right to hold the Client's account and its funds in accordance with applicable regulations, unless a written contract between the parties states otherwise.

01

Fund Segregation

The Company keeps the Client's money segregated and excluded from the Company's own internal and external use. The Client's capital may be held in the same bank account as other Clients' money.

02

Profit & Loss

Profit and loss from derivatives trading are automatically credited to or debited from the Client's account once the transaction closes.

03

Account Maintenance

The Company may charge a maintenance fee for trading accounts that have been idle for a year or more, to keep them open.

04

Inactivity Closure

Trading account inactivity for one month or more may be considered a request for termination, and the Company may start an automatic closing procedure without prior notice.

The Company allows the Client to appoint a third party to perform tasks on his/her behalf, such as placing orders or handling account-related matters, through written notification sent by the Client.

Authorization Process

The Company will continue to accept orders and operations from the third party until the Client sends written notice canceling the authorization. Revocation must be sent by email 14 days before the effective date.

Client Responsibility

The Client bears full responsibility for appointing a third party to monitor the trading account and is liable for any losses caused by the appointed representative.

Company Rights

This also applies in cases of abuse of authorization or fraud by the representative. The Company may annul the appointment or its prior approval at any time.

Deposit Procedures

Clients may deposit into their account at any time using the methods accepted by the Company and indicated on the Site. Available methods may vary by country and account type.

The Company only accepts deposits of real money and may also offer cryptocurrency deposits, whose accepted currencies may change from time to time. The account will be credited at least one (1) business day after the amount settles in the Company's bank account.

Withdrawal Requirements

Clients may request withdrawals on the Site, subject to Company approval. Withdrawals are made using the same method used to deposit, minus any transfer fees or other charges.

Once all requirements are met, the Company will process the request within two business days.

MINIMUM WITHDRAWAL The minimum amount for withdrawals via international Wire Transfer is **US$ 50.00**.