

AFK Capital (PTY) Ltd

**RISK DISCLAIMER**

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## Risk Disclaimer

### 1. INTRODUCTION

- 1.1. Levetrade (hereinafter referred to as the 'Company') is an investment firm that operates as a global broker. Levetrade is a product of AFK Capital (PTY) LTD, an authorised financial services provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 51875 and reg. No. 2021 / 311713 / 07, located at The Capital Trilogy, Menlyn Main Amarand Ave, Waterkloof Glen, 0181 Pretoria, Gauteng, South Africa.
- 1.2. AFK Capital (PTY) Ltd is incorporated in South Africa as an International Broker Company with the registration number K2021311713.

### 2. ACKNOWLEDGEMENT

- 2.1. This policy covers the website [www.levetrade.com](http://www.levetrade.com) and all its related sub-domains and mobile applications that are registered and operated by AFK Capital (PTY) Ltd.
- 2.2. This Policy applies to existing clients, prospective clients, clients who have terminated their contractual relationship with the Company and website visitors (hereinafter jointly referred to as the "Clients" or "you") who are accessing or using the Company's website(s) and mobile applications (hereinafter referred to as the "Platforms").
- 2.3. The client acknowledges that the Firm's official language is the English Language.

### 3. LEVERAGE

- 3.1. High Leverage and low Margin can result in significant losses due to small price fluctuations in the traded products. High Leverage allows the client to assume more risk, magnifying both losses and profits; which can result in loss up to and in excess of Deposits and Margin. The Client must consider that if the trend on the market is against him/her, the Client may sustain a total loss of the initial margin funds and any additional funds deposited to maintain open positions. The Client is responsible for all his/her risks, financial resources he/she uses and for the chosen trading strategy.
- 3.2. Foreign Exchange and any other Over-the-Counter ("OTC") derivative product (Traded Contracts) trading is highly speculative and is only suitable for Clients who understand and are willing to assume the economic, legal and other risks involved, and are financially able to assume losses up to or in excess of Margin or Deposits. The client hereby certifies that the Client understands these risks and that the Client is willing and able financially and otherwise to assume the risks of Traded Contracts Trading and that loss of the Client entire Trading Account Balance will not result in a negative change to the Client life-style. Opening a Trading Account with the company, means assumptions of the risks mentioned in this document.

#### 4. QUOTES AND MARGIN

- 4.1. Quotes and Margins are set by the company and may differ from other firms. The company will exercise discretion in setting and collecting Margin. The company is authorized to convert funds in the Client Trading Account for Margin into and from such foreign currency at a rate of exchange determined by the company in its sole discretion on the basis of then-prevailing money market rates. The Client must maintain the minimum Margin Level requirement on Client Open Positions at all times. The Client assumes the responsibility to monitor Margin Level. The company has the right to liquidate any or all Open Positions whenever the minimum Margin level percentage of 100% is not maintained.

#### 5. RISK REDUCTION

- 5.1. Stop Loss Orders or Stop Limit Orders, which are intended to limit losses may reduce the losses incurred by price fluctuations, however such orders may not be able to execute under certain abnormal market conditions.

#### 6. PRODUCT RISKS

- 6.1. The profit and loss in any given Transaction may be affected by a currency rate that is used to convert to the Accounts base currency.

#### 7. TECHNICAL

- 7.1. The Client is responsible for any technical issues sustained on the Client side. These issues include but are not limited to:
- (a) Failure of Client hardware, software or internet connection;
  - (b) Improper operation of Client equipment
  - (c) Improper settings on the Client Terminal
  - (d) Delay of Client Terminal updates
  - (e) MetaTrader Failure on Client Computer
- 7.2. The Client acknowledged that at the moment of peak load, there may be some difficulties in getting telephone communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

## 8. TRANSMISSION

- 8.1. The Client acknowledged that once a transaction is executed from the Client Terminal, it cannot be cancelled. The client should always verify thoroughly all the details ttransaction before executed it.

## 9. TRADING AGENTS

- 9.1. In the event that the Client grants trading authority to a third party, the “Trading Agent”, whether on a discretionary or non-discretionary basis, the company shall in no way be responsible for reviewing the Client choice of such Trading Agent. The company is in no way liable for any losses incurred by such a party and any disputes that may arise will be resolved between Client and Trading Agent. In case of an unnamed Trading Agent on the Client Account, the company is not liable for rejecting any instruction from a non-authorized party on the Client Trading Account.

## 10. PHONE COMMUNICATION

- 10.1. The Client understands that during peak trading hours that the Client may experience some difficulties in contacting the company due to high volume. The company cannot be held liable for any disruptions in service due to any Force majeure.

## 11. HUMAN ERRORS

- 11.1. The Client understands that any error that is made by the company employee that results in any position opened at an “untraded” price cannot be honoured and will subsequently be deleted.

## 12. BANKRUPTCY

- 12.1. In case of Bankruptcy, creditors retain priority. All transactions entered into with the company by the Client are not traded on an exchange. Therefore, under the regulating code of law, the Client funds may not receive the same protections as funds used to guarantee exchange-traded futures or options contracts. If the company becomes insolvent, the Client claim for deposits and profits may not receive priority. The client is a general creditor and will be paid as such from any monies still available after priority claims are paid.

### 13. FORCE MAJEURE

13.1. In case of Force Majeure the Client shall accept the risk of financial losses.