





















## Terms & Conditions

otherwise known as latency arbitrage or “scalping,” is a detrimental manipulation of the OTC market and cannot be permitted where clients directly buy or sell from the market maker. Therefore, the practice of latency arbitrage is strictly forbidden and constitutes a material breach of the Agreement. Tradeview Financial Markets SAC reserves the right to revoke any transaction that relies upon price latency arbitrage opportunities. Tradeview Financial Markets SAC further reserves the right to amend, correct, or adjust as necessary any account involved in arbitrage. At Tradeview's Financial Markets SAC sole discretion, any such accounts may be subject to risk desk intervention including specific approval of any and all orders or even termination of an account, including any other related account established by the Client. Any dispute arising from such arbitrage and/or manipulation will be resolved in Tradeview's Financial Markets SAC sole and absolute discretion. Until such matters reach a resolution, Tradeview Financial Markets SAC reserves its right to place a hold on any account withdrawals. Notwithstanding any actions or resolution, it may have under this provision, Tradeview Financial Markets SAC expressly reserves its right to further pursue any and all rights and remedies it may have against the Client. Nothing stated herein shall act as a waiver or prejudice such rights or remedies.

### **30. CHURNING**

Tradeview Financial Markets SAC reserves the right to monitor the activities of all counterparties and to take such measures as it deems necessary to discourage counterparties from churning or over-trading accounts, including but not limited to, canceling payments of rebates and r/commissions with sufficient notice. Churning/ over-trading means excessive trading of a discretionary account by a person with control over the account for the purpose of generating commissions while disregarding the interests of the customer.

### **31. TRADEVIEW FINANCIAL MARKETS SAC. RESPONSIBILITIES**

Tradeview Financial Markets SAC will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Tradeview's Financial Markets SAC control or anticipation. Tradeview Financial Markets SAC is not responsible for losses or other adverse affects realized by Client accounts as a result of gapping markets, repricing or instances of increased volatility in the markets. Tradeview Financial Markets SAC shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of TTradeview Financial Markets SAC. Tradeview Financial Markets SAC shall not be liable for losses arising from the default of any agent or any other party used by Tradeview Financial Markets SAC under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which Tradeview Financial Markets SAC is willing to deal or the quotes published by Tradeview Financial Markets SAC may differ from prices confirmed or quoted by other CFD market makers or dealers.