

## **Risk Disclosure and Disclaimer**

West Hill Capital aims to provide its clients with advanced trading tools, including a real-time platform. However, we do not engage in speculation nor do we encourage it. Please be aware that trading solely based on theoretical strategies carries high risk. Such trading may not be suitable for all financial professionals, so it is important to understand the risks before commencing trading. You acknowledge that trades conducted with West Hill Capital may involve financial instruments that are not traded on an exchange or subject to speculative operations. Assessing and controlling the risks associated with trading require careful examination and cannot be precisely predetermined. Trading in financial instruments is typically associated with significant risks, unlike other forms of investments such as venture plans and capital protection. We do not provide any guarantees or promises regarding the performance of your account or your assumptions. The value of your investments may both increase and decrease, and no guarantees are provided.

Forex trading is highly risky and may not be suitable for all investors. Clients should be prepared to lose a portion or all of their investment capital, thus only capital that the client can afford to lose should be used. The client should be fully aware of all risks associated with margin trading. This document confirms that the client is informed of the aforementioned risks. Considering the high degree of risk involved in trading, we do not provide explicit or implied guarantees, nor can we guarantee that the client will make any profits or avoid losses in their transactions.

Additionally, West Hill Capital does not assume responsibility for the accuracy of data or the content provided by third parties through this website or on it. When using the website and its features, the Terms and Conditions should be taken into account, which may be amended by West Hill Capital at its discretion. There is a risk of incurring partial or total losses of your funds when conducting trades. Regardless of the funds you use, it is essential to be aware of the possibility of rapid market changes. Never risk more than you can afford to lose.

## **AUP Strategy**

It is important to note the following: you should be aware that unauthorized intrusion into this usage strategy, as well as improper handling or unauthorized use of the West Hill Capital exchange web administration, which is provided to the general public, can result in significant financial losses and harm both West Hill Capital itself and other participants, including clients and brokers, including yourself. In the event of a violation of this Agreement or applicable legislation, West Hill Capital has the right to take various legal measures for protection, including resorting to legal action. Additionally, it should be emphasized that any unlawful actions, such as unauthorized access to administration systems, abuse of privileges in conducting operations, or the use of unauthorized means for exchange, constitute a serious violation of this Agreement and West Hill Capital's policy.

## **Acceptable Use Policy (AUP) Scope**

1. The AUP applies to all structures and administrations offered by West Hill Capital, without exception.
2. The AUP applies to all individuals, including clients and guests ("User" or "You").

3. The prohibited uses outlined in this document are not exhaustive. If you are unsure about any action under consideration, you should promptly contact West Hill Capital.

### **Prohibited Actions**

West Hill Capital will take all necessary measures to prevent the misuse of its frameworks by users or other participants in the following contexts:

1. Fraud or criminal activities.
2. Transmission, receipt, uploading, or use of materials that are hostile, offensive, demeaning, vulgar, threatening, or infringe upon copyright, confidentiality, or other rights.
3. Causing inconvenience, burden, or discomfort.
4. Spamming, sending unsolicited publications, or deliberately soliciting reactions to spam, unsolicited publications, or time-limited content provided by third parties.
5. Any action that, at the discretion of West Hill Capital, may adversely affect West Hill Capital's organization, administration, investors, executives, lawyers, clients, or business reputation.
6. Violation of licenses or the rights of third parties is prohibited.

*Interference with West Hill Capital's administration for clients or hosting is prohibited, including:*

- Conducting any form of DDoS attacks (Denial of Service attacks) that disrupt availability.
- Attempting to intentionally overload or disrupt the functioning of the host.
- Exploiting software errors, security vulnerabilities, or unauthorized access for the purpose of abuse or unauthorized control.
- Reselling administrative functions.
- Engaging in automated, coordinated, or multi-client activities (including paired trading) aimed at evading or abusing administration.
- Sending messages, codes, or documents containing malware or falsified information, as well as using manipulations or devices that compromise the security of websites or confidential client information, including spyware and other malicious programs.

You acknowledge and agree that all prohibited actions are clearly defined in our terms and conditions. In the event of non-compliance with these conditions, West Hill Capital reserves the right to refuse the execution of any agreement, seek compensation for damages, and retain assets in case of misuse of our administrative functions or manipulation of our structures.

You are not authorized to grant access to our structures to third parties who are not our clients, and you are responsible for preventing duplication, distribution, publication, transmission, display, modification, planning, creation of derivative works, or use of our structures in whole or in part for other purposes.

Please note that all brands and logos displayed on our website are registered trademarks of West Hill Capital or their respective owners. Any use of these trademarks is only possible with prior written permission from the rights holder. We ask you to respect copyright and intellectual property.

## **Ensuring organization security**

When using the West Hill Capital platform, it is important to adhere to the following security measures:

1. Respect the security integrity of West Hill Capital and refrain from abusing or interfering with the operations of organizations, employees, verification procedures, or West Hill Capital equipment.
2. Do not attempt to circumvent client verification procedures or compromise the security of hosts, organizations, or records, including unauthorized access to employee information or unauthorized security testing of various organizations.
3. Do not attempt to access records or computer assets that do not belong to you through the West Hill Capital platform or administrative functions.

Security is a priority for us, and we highly recommend adhering to these security measures to protect data and prevent unauthorized access to information.

## **Violation of this AUP**

West Hill Capital reserves the right to take appropriate, authoritative, and proportionate measures to ensure compliance with this AUP, as well as all other standards and policies by all clients.

1. West Hill Capital is not obligated to use the provided privileges, including the ability for enforcement, and is not obligated to enforce clients' agreement with their use.
2. The inability to exercise a particular West Hill Capital privilege does not constitute a waiver of that right, including the responsibility for specific approval.
3. West Hill Capital may prevent an individual's access to the infrastructure and take necessary measures deemed appropriate to prevent such access, if West Hill Capital considers circumstances that imply potential abuse of the account.
4. In the event that you or any other party disregards any provision of this AUP, West Hill Capital reserves the right to take the following actions without prior notice and without any obligations to you, other clients, or third parties:
  - Request explanations, confirmations, documents, or other evidence necessary for conducting an investigation.
  - Restrict client access to our system or infrastructure for the purpose of ensuring security and prudence.
  - Restore, correct, or rollback client operations to compensate West Hill Capital or third parties.
  - Retain or confiscate funds and additional data in accordance with applicable laws, court orders, or at the request of competent law enforcement or regulatory authorities.
5. West Hill Capital reserves the right to temporarily suspend or completely cease the use of its infrastructure and additional administration. This may occur in the event of a client's violation of the terms of this agreement.
6. West Hill Capital may take necessary measures to ensure compliance with the agreement and its standards. It is important to note that the use of West Hill Capital

privileges provided in this agreement does not necessarily mean that West Hill Capital is obligated to use such rights or enforce the client's consent to their use.

7. West Hill Capital may provide support to governing structures, organizations, or other administrative service providers to comply with the terms of this agreement or the policies of other providers.
8. West Hill Capital may cooperate and assist in complying with the law, including providing information and cooperation in cases of suspected criminal activity.