Terms of Use for the 'Automated Portfolio Investment' Service

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These Terms set out the specific terms and conditions that will apply when Client uses the 'Automated Portfolio Investment' service (hereinafter the 'Service'), available through the Investlink.io Platform. These Terms apply in addition to the General Terms and Conditions (hereinafter the 'Terms'). Capitalized terms in this document shall have the same meaning as in the Terms. In the event of any conflict between the Terms and this document, the provisions of this document shall prevail.

For the purposes of these Terms, the following definitions shall apply:

Strategy (Automated Strategy) — an investment model whose parameters (asset selection and rebalancing) are automatically replicated on the Client's account through synchronization within the Service.

Allocated Amount — the specific portion of funds on the Client's brokerage account designated for the Service to replicate the selected Automated Strategy.

Rebalancing — the automated process of adjusting the asset structure on the Client's account (buying or selling instruments) to align it with the updated parameters of the Strategy.

Drift (Technical Deviation) — a discrepancy between the Client's account performance or structure and the Automated Strategy caused by factors such as lack of fractional shares, price volatility, or insufficient funds.

Suitability Assessment — a mandatory procedure to evaluate the Client's experience, financial situation, and risk tolerance to determine if the Service and the selected Strategy are appropriate for the Client.

Order — a trade order for the purchase or sale of financial instruments, generated automatically by the Service based on the Strategy parameters without the need for additional confirmation or approval by the Client.

Execution — the actual fulfillment of an Order on the market by the Broker.

1. THE ESSENCE OF THE SERVICE

The 'Automated Portfolio Investment' service provides Clients with the capability to create and manage a diversified investment portfolio on the Platform. Access to the service is based on the results of a preliminary Suitability Assessment, ensuring the selected tool aligns with the Client's profile. The system fully automates asset selection and periodic rebalancing by synchronizing the Client's account with the selected Automated Strategy. This eliminates the human factor and simplifies the investment process, aiming to optimize returns within a controlled risk framework.

2. SUITABILITY ASSESSMENT

1.1. As an Authorised Firm, Investlink is required by the Rulebook to assess whether the Service is suitable investment tool for the Client and under what conditions before the Client can engage in Portfolio Investment. The result of the Suitability Assessment is determined by information and documents provided to Investlink by the Client, which can be updated at any time.

1.2. Suitability Assessment is done by obtaining information about the Client's:

i. investment or other objectives, investment horizon, risk profile and risk tolerance;
ii. financial situation, including whether the Client can financially bear losses consistent with such Client's investment objectives;
iii. investment knowledge and experience, including the Client's knowledge and understanding of any associated risks.

1.3. Upon completion of the Suitability Assessment, Investlink will provide the Client with a suitability report that must include:

i. a summary of the assessment findings;

ii. an explanation of how the Service matches the Client's investment objectives, risk profile, financial situation, and investment knowledge and experience;
iii. recommendations for investment strategies or products that are deemed suitable for the Client based on the assessment;
iv. an outline of any risks associated with the recommended investment strategies or products;
v. information on how the Client can update their information to reflect changes in their financial situation, objectives, or risk tolerance.

1.4. If Investlink considers that the Service is not suitable for the Client as a result of the Suitability Assessment, or if the Client fails to provide the required information to conduct the Suitability Assessment, such Client will not be able to use the Service on the Platform.

1.5. The Client agrees and acknowledges that the Suitability Assessment is performed on the basis of information and documents provided by the Client, and Investlink may rely upon the information and documents provided by the Client and Investlink is not responsible for any damages or losses which may arise from any inaccuracies. In addition, the Client agrees to immediately notify Investlink of any changes to the information and documents which the Client has provided, and to provide Investlink with up to date, accurate and complete information to enable Investlink to conduct Suitability Assessment, at Investlink's reasonable request.

3. FUND ALLOCATION AND REBALANCING PROCEDURE

Minimum Allocated Amount: To activate the Service and commence automated Portfolio synchronization with the selected Strategy, the Client must allocate from their total broker account balance an amount determined individually for each specific Strategy. The Client acknowledges that the minimum allocation threshold may vary depending on the chosen portfolio. The Service will not be activated, and no Transactions will be executed, if the allocated amount is below the threshold established for the Client's selected Strategy.

Execution Limitation and Risk Control: Transactions within the strategy are performed in automated mode strictly within the limits of the allocated amount. This serves as the primary risk control tool, ensuring that automated execution does not affect other assets in the Client's Broker account not included in the chosen strategy.

Rebalancing and Market Value: During each subsequent rebalancing, asset allocation is performed based on the actual market value of the portfolio at the time of operations. The Client acknowledges that, depending on market conditions, the volume of funds involved in rebalancing may be higher or lower than the initially allocated amount.

Right to Amend: Investlink reserves the right to amend the minimum allocated amount requirements by providing notice to the Client via the Platform or Website.

4. MINIMUM INVESTMENT HORIZON

Recommended Investment Horizon: To ensure the proper functioning of rebalancing algorithms and the achievement of the target performance of Automated Strategies, the Client is recommended to maintain a minimum investment horizon of at least 1 (one) year.

The Client acknowledges that the Service's strategies are based on deep market analysis and are designed for a long-term perspective; early closure of positions or frequent withdrawals may significantly reduce the Service's effectiveness and lead to financial results that differ from a chosen Strategy performance.

Information regarding the investment horizon is taken into account by Investlink during the Suitability Assessment to confirm that the Service aligns with the Client's financial goals.

5. LIMITATIONS TO THE SERVICE

5.1. Investlink does not provide personalized, bespoke investment recommendations. Within the Service, the Client is offered Automated Strategies, which may include both model portfolios developed by Investlink based on algorithms and artificial intelligence, as well as portfolios managed by third-party traders. Any recommendation of a specific strategy or portfolio is provided solely based on the results of the Suitability Assessment to ensure the Service aligns with the Client's generalized investment objectives and risk profile. This information is for informational purposes only and does not constitute personal advice; Investlink assumes no liability for investment decisions made by the Client based on such information.

5.2. Investlink will take reasonable steps to monitor the performance of any Automated Strategy and reserves the right to pause, stop, or block any Strategy from being copied under the Service's functionality . * However, it is important to note that such monitoring does not guarantee the future performance of these Strategies.

Investlink's actions to modify or restrict access to certain Strategies are taken with the aim of protecting the interests of its Clients, but Clients should be aware that all investments carry inherent risks.

Clients are ultimately responsible for their investment decisions, including the choice to follow a specific Strategy.

Investlink disclaims any liability for losses that may arise from the Client's investment choices, even if those choices are based on the available Strategies.

6. THE KEY RISKS

6.1. In making a decision to copy a specific Automated Strategy, the Client should consider their financial situation, including any financial commitments. The Client should understand that the Client may sustain significant losses exceeding the amount used to copy a Strategy as a result of the following:

i. it will involve automated order execution whereby Transactions are opened and closed in the Client's account without Client's manual intervention;
ii. if the Client manually modifies or closes an Order generated by the Service functionality, such Client may achieve a result materially different from the performance of the copied Strategy;
iii. if the Client is copying all trades which are currently open, the Broker will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;
iv. cash-out and withdrawals may also generate a materially different result than the model portfolio being copied as it may affect the copy trading proportion, due to a number of different factors including starting account balance, minimum trade size, differences in spread, interest and investment price at time of investment, etc;
v. market volatility and liquidity can significantly impact the execution of orders and may lead to substantial variations in the performance of the copied model portfolio compared to the original model portfolio, particularly in fast-moving or thin markets;
vi. the use of software and technical automation tools entails technological risks or software malfunctions, which may lead to incorrect Strategy execution during periods of extreme market instability;
vii. any changes in the leverage settings of the Client's account or in the copied model portfolio can affect the outcome of the copied trades, potentially increasing the level of risk and the magnitude of potential losses.

6.2. Investlink is unable to provide any guarantee as to the performance of any particular Strategy. Past performance, risk scores, statistics and any other information with respect to the Service functionality or of different Strategies under our Service functionality are not reliable indicators of future performance. Investlink does not represent or guarantee that the Client will achieve profits or losses similar to those shown in the Strategy that the Client is copying.

7. OPERATING PRINCIPLES OF AUTOMATED STRATEGIES

7.1. To commence the Service, the Client shall designate the amount of funds to be allocated to the selected automated Strategy. The Broker shall automatically allocate these funds and execute Orders to align the Client's account with the Strategy structure. The Broker executes Orders automatically without seeking prior confirmation, consultation, or approval for each individual operation from the Client.

7.2. The Service provides continuous automated rebalancing of the Client's portfolio. Any changes in the composition of the Automated Strategy (including purchases, sales, or asset weight adjustments) initiated by Investlink algorithms or AI models are automatically and simultaneously replicated in the Client's account.

7.3. Upon Strategy activation, the Broker shall align the Client's current balance with the prevailing strategy composition at the best available market prices at the time of connection. The Client acknowledges that execution prices may differ from the prices at which assets were previously acquired within the strategy. If markets are closed, Orders will be executed at the first available price upon market reopening. The Client acknowledges and agrees that the acquisition or disposal of a position in any financial instrument within the Service may be executed either through a single trade order or through a series of consecutive transactions (multiple orders), depending on current market liquidity and technical execution parameters at the time of the operation.

7.4. The Service does not support the purchase of fractional shares. All trading operations are performed exclusively in whole units (shares, units, lots). If the remaining allocated funds are insufficient to purchase a whole unit of an asset required by the Strategy, such position will not be opened or updated. The Client acknowledges that this may result in a technical deviation (drift) of their portfolio structure from the model Strategy.

7.5. The actual execution price of each individual transaction may differ from the prices recorded in the model Strategy due to market volatility, liquidity, bid-ask spreads, and order sequencing. The Client acknowledges that Investlink does not guarantee identical execution prices and shall not be liable for any performance discrepancies arising from these factors.

7.6. If the tickers of financial instruments within the Strategy overlap with assets already held in the Client's account outside of the Service, the automated execution may result in position averaging or the sale of assets purchased by the Client independently. The Client assumes full responsibility for monitoring such overlaps

7.7. The Service has a number of other functionalities that Investlink may make available to you from time to time. However, Investlink may add, remove, or change the availability and features of these functionalities, at own discretion. This may impact how you can use the Service on the Platform.

8. FEES AND COSTS

8.1. For each Transaction executed in the Client's account as part of the selected Automated Strategy, the Broker shall charge commissions and fees under the same terms and according to the same rates applicable to similar trades on the Platform. The Client also remains solely responsible for the payment of all applicable taxes and third-party fees.

8.2. Regardless of the financial outcome, a service fee of 3% shall be charged based on the total amount allocated by the Client to the selected Automated Strategy. The specified fee is charged in advance for a twelve (12) month service period and shall be deducted by the Broker on the date of connection to the strategy.

If, during the service period, the amount allocated to the Automated Strategy increases, whether as a result of an additional contribution by the Client or due to an increase in the market value of the allocated assets, an additional service fee of 3% shall be charged proportionally on the amount of such increase, calculated for the remaining portion of the twelve (12) month period. The additional fee shall be deducted by the Broker at the time the increase in allocation takes effect.

If the value of the allocated assets decreases for any reason, or in the event of disabling the Service, the previously charged service fee shall not be subject to refund, recalculation or adjustment.

8.3. The Client acknowledges and agrees that the fee terms associated with the Service may be applied retrospectively. The Broker reserves the right to charge these fees for any unpaid period starting from the actual date the Client began using the Service, even if formal acceptance of these terms occurred at a later date.

9. DISABLING THE SERVICE

9.1. The Client may disable the Service at any time via the Platform interface. Upon disabling the Service, the automatic synchronization of the Client's account with the selected strategy and any subsequent rebalancing shall cease immediately.

9.2. Any assets purchased within the scope of the Service prior to its disabling shall remain in the Client's portfolio. The Client shall assume full responsibility for the further management, retention, or sale of such assets following the disabling of the Service.

9.3. The service fee shall be withheld by the Broker in any event and is non-refundable. In the event of disabling the Service, the service fee for the current billing period shall be charged and withheld from the Client's account in full, regardless of the actual duration of Service use during such period

9.4. Disabling the Service does not invalidate the results of the previously conducted Suitability Assessment; however, a new Assessment may be required if the Client decides to re-enable the Service in the future.

10. LEVERAGE AND MARGIN TRADING

10.1. At its sole discretion and subject to the results of the Suitability Assessment, Investlink may provide leverage to enable the connection to the selected strategy in the event that the funds allocated by the Client from the brokerage account balance are insufficient for such connection.

10.2. In the event of a situation where the equity on the Client's brokerage account falls below the minimum maintenance margin requirement set by the Broker ("Margin Call"), or in the event the account value reaches a critical threshold (Stop Out level), the Broker shall have the right, at its sole discretion and without prior notice, to automatically liquidate any or all assets and financial instruments held in the Client's portfolio on the brokerage account to restore required margin levels or cover incurred liabilities. The Client understands and agrees that such liabilities and potential liquidations are not limited to the funds used within the Service and may affect any other assets in the Client's portfolio. The Client shall be solely responsible for any losses resulting from such liquidation.

10.3. The use of leverage within the Service is subject to additional interest charges and fees for the use of borrowed funds in accordance with the Broker's tariffs. These costs are separate from the Service Fee and shall be deducted from the Client's brokerage account balance.

10.4. The Broker reserves the right, at its sole discretion and without prior notice, to modify the maximum leverage ratio available for any strategy or to change margin requirements in response to market volatility, regulatory changes, or internal risk management policies. Any such changes shall take effect immediately and may apply to existing positions held within the Service.

11. DISCLAIMERS

11.1. Investlink does not guarantee the results of any investments or Strategies. Investlink does not guarantee the replication of past performance of the Strategies selected by the Client. Actual profits or losses on the Client's account may materially differ from the performance of the selected Strategy.

11.2. The Client understands that due to differences in spreads, execution timing, market liquidity, and data transmission delays, the results in their account may not match the real-time performance of the strategy.

11.3. Completion of the Suitability Assessment does not constitute a guarantee of investment safety. It is intended solely to confirm that the selected strategy generally aligns with the Client's financial profile in accordance with regulatory requirements. Responsibility for the final decision to use the Service rests with the Client.

11.4. Investlink shall not be liable for any financial losses, damages, or costs incurred by the Client as a result of using leverage within the Service, including losses exceeding the funds used within the Service, nor for the timing, price, or results of the automatic liquidation of assets performed in accordance with the Margin Call or Stop Out provisions. The Client acknowledges that in volatile market conditions, such liquidation may occur at prices significantly different from the last quoted prices, and Investlink does not guarantee any specific execution price during forced liquidation. Investlink provides no guarantee that the use of leverage will achieve the objectives of the selected strategy and shall not be liable for any technical failures occurring in the automated management of leveraged positions.

12. FINAL PROVISIONS

12.1. Any dividends, interest, or other distributions arising from financial instruments held within the Service shall be credited to the Client’s brokerage account. Broker and/or Investlink is not obligated to automatically reinvest such proceeds back into the selected strategy unless otherwise expressly provided by the Platform’s settings or specific strategy parameters.

12.2. Broker and/or Investlink shall not be responsible for exercising voting rights, attending shareholder meetings, or participating in any corporate actions related to financial instruments purchased within the Service. The Client shall remain solely responsible for monitoring and participating in such corporate actions at their own discretion.

12.3. Investlink reserves the right to suspend or terminate the provision of the Service to the Client at its sole discretion, without prior notice, in the following events: (a) insufficiency of funds on the Client’s brokerage account to pay the Service Fee or other related costs; (b) occurrence of grounds for suspicion regarding the Client’s compliance with AML/KYC (Anti-Money Laundering and Know Your Customer) requirements or other regulatory obligations; (c) technical failures on the part of the exchange, liquidity providers, or other infrastructure partners. Investlink shall not be liable for any losses or missed opportunities incurred by the Client as a result of such suspension or termination of the Service. During the suspension period, the automatic synchronization and rebalancing of the Client's portfolio will be deactivated.

12.4. Investlink reserves the right to modify the parameters or composition of any investment strategy at any time and without prior notice to the Client. Such modifications may be prompted by changes in market conditions, asset liquidity, or the internal logic of the strategy. The Client acknowledges and agrees that such modifications are an inherent part of the Service and may lead to changes in the risk-return profile of the portfolio. Investlink shall not be liable for any results or losses arising from such modifications to the strategy.