



Safe Account Terms of Use

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Acceptance of Terms

By opening or maintaining your account on or after the Effective Date, you agree that the terms of the agreements contained in this agreement will govern your Safe account and any services related to your Safe account.

Safe Agreement and Disclosures

If you see the words “we,” “us” or “our,” we are talking about Pocket Option. When you see the words “you” and “your,” we mean each person who owns a Safe account. When you see the word “Agreement,” we are referring to this Agreement.

General Rules Governing Safe Accounts

If you see the words “we,” “us” or “our,” we are talking about Pocket Option. When you see the words “you” and “your,” we mean each person who owns a Safe account. When you see the word “Agreement,” we are referring to this Agreement.

1. Opening a Safe

1.1. For All Accounts: Anyone who is at least eighteen (18) years old can apply to open a Safe account.

1.2. Additional Rules for Safe account Ownership: Accounts are only available to consumers for personal purposes. Pocket Option does not offer business accounts. You may not use an account for business purposes.

1.3. Credit Reports and Other Inquiries: We may use credit reports or other information from third parties to help us determine if we should open or maintain your account.

1.4. Safe accounts are available to fully verified Pocket Option users only.

2. What Types of Accounts Can Be Opened

2.1. USD Safe (USD currency) — This account allows you to make deposit payments or transfer from your trading Pocket Option account. You can make withdrawals using the supported methods or transfer funds back to your Pocket Option trading account.

2.2. Bitcoin Safe (BTC cryptocurrency) — This account allows you to make deposit payments or transfer from your trading Pocket Option account. You can make withdrawals using the supported methods or transfer funds back to your Pocket Option trading account.

2.3. Ethereum Safe (ETH cryptocurrency) — This account allows you to make deposit payments or transfer from your trading Pocket Option account. You can make withdrawals using the supported methods or transfer funds back to your Pocket Option trading account.

3. How Interest Is Calculated

Interest will be compounded on a monthly basis. We use the daily balance method to calculate the interest on your Safe account. This method applies a daily periodic rate to the principal and interest that has been accrued to the account each day. The daily periodic rate is calculated by dividing the interest rate by three hundred sixty-five (365) days, even in leap years.

USD Safe (USD), Bitcoin Safe (BTC), Ethereum Safe (ETH): We monitor and review market and business conditions and, at our sole discretion, we may change the interest rate on your account at any time. We may change the interest rate without notice or limit. Interest rates on **USD Safe (USD), Bitcoin Safe (BTC), Ethereum Safe (ETH)** are based on Safe account balance and on a monthly trading turnover. A level is a range of account balances or trading turnover amounts.

The interest rate we pay is applied to the minimum daily safe's balance. We reserve the right to change these balance levels at any time. Please see [Sections 4 and 5](#) for more information about how we calculate interest for Safe accounts.

4. How Interest Is Paid

4.1. For **USD Safe (USD)** we will credit the interest monthly on the first day of every month for the past month. Withdrawal of interest or safe balance may reduce earnings (see [Sections 5 to 8](#)). If you close your account before interest is credited, you will not receive the accrued interest since the last accrual.

4.2. For **Bitcoin Safe (BTC)** we will credit the interest monthly on the first day of every month for the past month. Withdrawal of interest or safe balance may reduce earnings (see [Sections 5 to 8](#)). If you close your account before interest is credited, you will not receive the accrued interest since the last accrual.

4.3. For **Ethereum Safe (ETH)** we will credit the interest monthly on the first day of every month for the past month. Withdrawal of interest or safe balance may reduce earnings (see [Sections 5 to 8](#)). If you close your account before interest is credited, you will not receive the accrued interest since the last accrual.

5. More About Safe Levels

5.1. For all new Safes, the interest rate will be based on one of four balance or trading turnover levels listed below. We reserve the right to change these levels at any time.

(1st level)	Up to \$10 000 balance	
(2nd level)	\$10 000 to \$30 000 balance	or \$30 000 monthly trading turnover
(3rd level)	\$30 000 to \$50 000 balance	or \$50 000 monthly trading turnover
(Unlimited)	Over \$50 000 balance	or \$100 000 monthly trading turnover

5.2. Additional Deposits to any Safe Account are permitted at any time.

5.3. If you deposit your Safe on the same day you open it, you will receive the highest interest rate we pay for that balance tier. If we receive your funding deposit after the first day from the opening date, you will receive the interest rate we pay on the business day that your funds are received.

6. Renewals

6.1. Your Safe accounts will automatically renew each month into the appropriate term. We will use the value of your minimum daily balance and monthly trading turnover at the end of the month to determine the appropriate balance level applicable to the renewed term.

The interest rate paid for the renewed Safe begins on the first day of every month (renewal date). If your Safe term is no longer offered, we will inform you and automatically renew your Safe into the appropriate term, unless you instructed otherwise.

7. Raise Your Safe Level and Rate

7.1. You have the right to increase your Safe Level and Rate by increasing your Safe Balance or monthly trading turnover as specified in the **clause 5.1.**

7.2. We will raise your Safe Level and Rate to the corresponding tier that we offer at the first day of every month, and such rate increase shall be effective the same calendar day.

8. Withdrawals

8.1. You may request a partial or a full withdrawal and accrued interest of your Safe Balance at

any time. There is no penalty applicable for the partial or a full withdrawal. The Safe Level and Rate are updated accordingly.

8.2. Upon the withdrawal of funds, the total monthly calculation of the interest rate for the safe may change due to the change in the safe's balance in accordance with **clause 5.1.**

8.3. Further calculation and accrual of interest on the safe is based on the conditions mentioned in **clause 5.1.** for the amount of the remaining safe's balance.

9. Safe Deposits

You can make deposits to **USD Safe** accounts (USD currency), **Bitcoin Safe (BTC cryptocurrency)**, **Ethereum Safe (ETH cryptocurrency)** in any of the following ways:

9.1. Transfer funds from your trading account balance.

9.2. Make a payment from our website by using the “Increase balance of your Safe” menu.

9.3. You may NOT make direct BTC or ETH cryptocurrency deposits or transfer funds via services other than presented on our website.

9.4. You may NOT make a deposit at any Pocket Option office location.

10. Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship between us.

11. Statements

We make statements for Safe Accounts available online as well as send monthly reports at the date of renewal (see [Section 6](#)).

You can request a statement at any time online from your Safe Account menu by specifying the required timeframe.

12. Review of Account Statements

We will send or make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify payments.

You must examine the statement and the payments and notify us of any unauthorized signature or alteration on any item or any error or irregularity on the statement or the items within 5 calendar days after the statement is sent or made available to you. If notice is not received within the 5 calendar day period, then we will have no liability to you and the loss will be entirely yours.

13. Notice of Withdrawal. Limits on Withdrawals

If you have a **USD Safe (USD currency)**, **Bitcoin Safe (BTC cryptocurrency)**, **Ethereum Safe (ETH cryptocurrency)** account, as required by financial regulations, we retain the right to process your withdrawal request for up to 14 days without prior notice.

There is a foreign exchange and cryptocurrency market fee for each deposit/withdrawal transaction. Pocket Option does not apply transaction fees or limits, however, the financial provider does in accordance with the service rates and current market situation.

14. Problems That Could Occur

Overpayments and Reversals. If funds are deposited or transferred into your account by mistake or otherwise, we may correct the situation and deduct any interest paid without prior notice to you. If there are not enough funds in your account at that time, your Safe account could become overdrawn and we may compensate it from your Pocket Option trading or other accounts.

15. Transfer of Accounts. Unclaimed Accounts

Accounts are not transferable or assignable.

Pocket Option reserves the right to hold the funds in abandoned or unclaimed Safe accounts unless legally claimed otherwise by the account owner.

16. Indemnification and Limitation of Liability

You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur as a result of relying upon instructions from you. You agree to comply with applicable law and to not use your account for unlawful internet gambling transactions or other illegal transactions or activity. You agree to reimburse us for all claims, costs, losses and damages (including collection fees) we may incur with respect to occasions when you do not have sufficient funds in your account or you have returned deposited items to your account.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction).

We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

We reserve the right to limit access to your accounts which can include temporarily or permanently removing your online access, restricting your account or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions.

Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited. In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

17. Conflict/Disputes Involving Your Account

We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

If third parties make claims on your account, we have discretion to react in ways we believe to be appropriate, including by closing your account or interpleading funds to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your account.

18. Legal Process Affecting Accounts

If legal action such as an attachment, garnishment, levy or other state or legal process ("legal process") is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account. We will not contest on your behalf any such legal

process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you.

If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or other levy against your account is subject to our right of setoff and security interest.

19. Setoff and Security Interest Rights

You grant us a security interest in any and all of your accounts with us for obligations owing to us. We may take or set off funds in any or all of your accounts with us and with our parent, affiliates or subsidiaries for direct, indirect and acquired obligations that you owe us, our parent, affiliates and subsidiaries, including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. These rights are in addition to other rights we have to take or charge funds in your account for obligations you owe us.

We may consider this Agreement as your consent to Pocket Option asserting its security interest or exercising its right of setoff should any laws governing your account require your consent. If the law restricts our ability to take or setoff funds in your account, or if some government payments are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us, our parents, affiliates or subsidiaries to obligations you owe us.

20. Recording and Monitoring Electronic Communications

We will record and monitor our electronic communications with you (chat, email, support desk, and other forms of electronic exchange). Unless the law requires otherwise, you consent in

advance to such recording and monitoring and we do not need to remind you of these activities.

21. Waiver

We may delay or waive any rights we have under this Agreement. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under this Agreement. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

22. Changes in Terms

Please be aware that accounts or services can change over time. We reserve the right to discontinue or make changes to accounts or services. We may change this Agreement, and we may add to or delete from this Agreement, and the updated agreement will supersede all prior versions. We will upload the updated agreement to replace the outdated one. If you do not agree with a change, you may close your account.

23. Closing an Account

We have the right to close your **USD Safe (USD currency)**, **Bitcoin Safe (BTC cryptocurrency)**, **Ethereum Safe (ETH cryptocurrency)** account at any time for any reason without advance notice.

If your account has a balance when we close it, we will return the remaining funds to you, including accrued interest earned until the close date, less any applicable penalty, unless prohibited by applicable law.

Once you withdraw all the remaining safe balance you are able to close your Safe account manually by using the appropriate button. If you close your account and transactions that we cannot return unpaid are later presented against your account, you authorize us to re-open such an account and apply the transactions that were authorized prior to account closure.