Client Agreement

This Agreement contains the terms and conditions governing your relationship with Quantum FX and all transactions on the trading platform that Quantum FX grants you access to. In this Agreement, you are referred to as the "Trader" or "you," while Quantum FX may be referred to as "we," "our," or "us." No signature is required to validate your acceptance of this Agreement. By ticking the "I accept" box below, you confirm that you have read and understood this Agreement and agree to be bound by its terms. Please read this Agreement carefully, as it contains important information regarding your rights and obligations, as well as those of Quantum FX, in relation to the trading access we provide to you through our Trading System.

1. General Information

1.1 Information about Us

Quantum FX operates as an introducing broker and trading entity under the registered name QUANTUM FX. Quantum FX Ltd. is incorporated in Saint Lucia with registration number 2024-00507 and has its registered address at Ground Floor, The Sotheby Building, Rodney Vilage, Rodney Bay, Gros-Islet, Saint Lucia, LC01 401.Quantum FX is a licensed and authorized broking house.

1.2 Our Terms

Subject to the terms and conditions of this Agreement and the acceptance of your application to access a trading platform with us, we will maintain one or more trading accounts in your name and provide execution-only trading access. This access allows you to engage in transactions across regulated markets, including exchanges, over-the-counter foreign exchange markets, Rolling Spot Forex Transactions, Commodity and CFD Transactions, and other products that we may introduce at our sole discretion in the future. Unless explicitly stated otherwise in writing, all contracts and transactions between us are governed by the terms of this Agreement, as amended periodically.

1.3 Our Capacity

We will act as a principal in our dealings with you unless we explicitly inform you otherwise, either generally or with respect to specific transactions or transaction categories.

1.4 Your Capacity

You will be deemed to act as a principal in all transactions unless otherwise agreed in writing.

1.5 Language of Communications

You may communicate with us exclusively in English. All standard documentation provided by Quantum FX will be in English. Translations into other languages, if provided, are for informational purposes only, and the English version shall take precedence.

1.6 Commencement

This Agreement supersedes any prior agreements between us concerning the same subject matter. It becomes effective when you formally accept its terms by completing the Trading Platform Application in consideration of the trading access we may provide, including access to market and price information on financial instruments. By executing an order on the Trading Platform Application, you confirm that you have read, understood, and agreed to be bound by this Agreement.

1.7 Withdrawal from this Agreement

If you are an individual acting outside the scope of a business, trade, or profession, you have the right to withdraw from this Agreement without penalty and without providing any reason within 7 calendar days of acceptance. This right does not apply once a transaction has been executed under this Agreement, at which point the Agreement becomes binding.

1.8 Amendments

We reserve the right to amend this Agreement without providing written notice via post or email. Amendments take effect immediately upon implementation and are deemed accepted if you place an order on the trading platform after the amendment's effective date. Any amendments requested by you must be agreed upon formally and in writing. Unless expressly stated otherwise, amendments will not affect any outstanding orders, transactions, or existing legal rights or obligations. If you disagree with any amendments made by us, you may notify us and close any open transactions and trading accounts in accordance with this Agreement.

2. Risk Disclosures

2.1 Risk Notice

The Risk Notice outlines the specific investment risks associated with trading financial instruments. By executing the Trading Platform Application, you acknowledge that you have thoroughly reviewed and fully understood the risks described in the Risk Advisory and are prepared to accept them. If any aspect of the Risk Notice is unclear to you, it is strongly advised that you seek independent specialist financial or legal advice, particularly regarding the suitability of trading in financial instruments.

2.2 Margin Trading Risks

It is important to understand that trading on margin entails substantial risks, including but not limited to the following:

(a) You may incur losses that exceed your Initial Margin, and under certain circumstances, your potential losses could be unlimited.

(b) If the market moves unfavourably against your position or if Margin requirements increase, your Trading Account balance may become insufficient to meet the Margin requirements. In such cases, we may, at our discretion, automatically liquidate any or all of your positions, potentially resulting in significant losses.

3. Classification

3.1 Trader Classification

Under this Agreement, for the purposes of the trading access provided by Quantum FX, you will be classified as a Trader. As such, you will trade using our funds up to the extent of the funds you have deposited to satisfy the margin requirements for your positions unless we notify you otherwise. You bear full responsibility for any losses incurred that impact your deposited funds as a result of your transactions on the trading platform.

4. Applicable Regulations and Market Requirements

4.1 Compliance with Applicable Regulations

We reserve the right to take or refrain from taking any actions we deem necessary to ensure compliance with Applicable Regulations. Any actions or omissions made by us in adherence to such regulations will be binding upon you.

4.2 Market Liquidity Provider and Market Actions

If a Market, Liquidity Provider, or an intermediary broker or agent (acting under the direction of or as a result of actions taken by a Market) undertakes any measures that we determine have or may have an impact on a Transaction, we may take any actions we reasonably consider necessary to align with those measures or mitigate potential losses resulting from them. Any actions taken by us in such circumstances will be binding upon you.

4.3 Responsibility for Regulatory Compliance

You acknowledge that you bear sole responsibility for ensuring compliance with all laws and Applicable Regulations related to your use of the trading access provided under this Agreement. Quantum FX, including its directors, staff, partners, affiliates, associated authorities, and any related persons or entities, assumes no responsibility for your compliance. This includes, but is not limited to, obligations under any laws, regulations, or rules in your jurisdiction or elsewhere relating to taxation, foreign exchange, capital controls, or reporting and filing requirements arising from your citizenship, domicile, residence, or tax status.

5. Execution and Advice

5.1 Execution Only

We operate on an execution-only basis and do not provide personal recommendations or advice on the suitability of investments or transactions. Explaining the terms or performance of a transaction does not constitute advice.

5.2 General Information

Any trading recommendations, market commentary, or information we provide:

(a) Are incidental and intended to assist your investment decisions but do not constitute personal advice.

(b) Are not guaranteed for accuracy, completeness, or legal and tax implications.

(c) Must not be shared if marked with distribution restrictions.

5.3 Acknowledgment

You confirm that you understand the risks of transactions under this Agreement and do not rely on Quantum FX for advice on their merits.

6. Trading Platform Issuance

6.1 Platform Requirement

You must open a Trading Platform before entering any transactions with Quantum FX. Orders cannot be placed until the platform is active and cleared funds are received. If Quantum FX allows you to place an Order before these requirements are met, it does not limit your liability under this Agreement. We may refuse to accept you as a Trader at our sole discretion and will notify you of any refusal promptly, without providing reasons. A Trading Platform will only be issued after completing the required procedures in the Traders Cabin on our website.

6.2 Trader Information

You must record your investment knowledge and experience in the Trading Platform Application form via the Traders Cabin. Based on this information and applicable regulations, we will assess if opening a Trading Platform is appropriate for you. If you are classified as a Trader, we will assume you have sufficient knowledge and experience to engage in Transactions. If this is not the case, you must inform us before any Transactions and provide relevant details.

6.3 Conditions for Opening

We may require you to:

(a) Have executed similar Transactions for at least six months; and/or

(b) Have traded satisfactorily on the Demo Trading System, if available.

6.4 Accuracy of Information

We will rely on the information you provide as accurate and complete. You are responsible for promptly notifying us in writing if any changes arise that could affect our initial assessment.

6.5 Credit and Fraud Checks

To assess creditworthiness, manage risk, and prevent fraud, you agree that we may:

(a) Conduct periodic credit checks with relevant parties;

(b) Share information with fraud prevention organizations; and

(c) Exchange information with other brokers or investment managers regarding defaults or transactions connected to your account.

6.6 Liability and Trading Limits

Trading limits on transaction size, losses, or liabilities do not cap your financial liability to Quantum FX. Funds held as Margin or otherwise on deposit with us do not represent a limit to your obligations.

7. Fees and Charges

7.1 Trading Charges

You agree to pay all charges as specified and agreed upon, which we may deduct from funds held on your behalf ("Commission"). These charges may include:

Mark-up/Mark-down: The difference between the price at which we take a principal position and the execution price of the Transaction.

Commissions: Charged as an alternative or in combination with mark-ups or mark-downs.

Swap Charges: Applicable to open positions as outlined below.

7.2 Currency Indemnity

If we receive or recover a payment in a currency different from the one due, you agree to fully indemnify us against any costs, including conversion expenses, or losses incurred as a result.

7.3 Swap Charges

Swap charges may apply daily and are subject to policy updates announced on our website. Traders are responsible for reviewing such updates. Unless specifically exempted in writing, all account types are subject to SWAP charges. Key details include:

Applicability: SWAP charges apply for all account types and copy trading/Social trading

Waiver Exceptions: In some cases, we may waive SWAP charges for open positions; however, for large or prolonged positions, the full SWAP amount will eventually be charged.

Swap-Free Terms:

Eligible accounts may receive a SWAP-free privilege for up to 10 days on open positions. If a position exceeds 10 days, SWAP charges will apply retroactively from day one.

Accounts with more than 10 active orders or large lot sizes are not eligible for SWAP-free privileges.

Cost-averaging, martingale strategies, Internal hedging, external hedging, scalping, triple pair trading or similar trading tactics disqualify accounts from this privilege.

Abuse and Termination of Swap-Free Status

Swap-free accounts are granted in good faith. Misuse, such as employing SWAP-free status as part of a trading strategy, will result in penalties, including:

Revocation of SWAP-free status.

Charging all accrued SWAP amounts retroactively.

Termination of the client agreement and cancellation of illegitimate profits.

Reverting the account to its initial deposit, excluding gains from abusive practices.

Quantam FX reserves the right to enforce these measures at its sole discretion.

7.4 Inactive Account Charges

A trading account with no activity for over 90 days will incur a service fee of USD 1 per day. An inactive account is defined as one with no trades during this period.

8. Trader Payments

8.1 No Interest on Balances

Unless otherwise agreed, no interest will accrue on cash balances in your Trading Platform, and Quantum FX is not obligated to pay any interest.

8.2 Base Currency

The base currency of your Trading Platform is the United States Dollar (USD). Deposits made in other currencies will be converted to USD at the prevailing rate unless we accept alternative instructions. Similarly, any charges in other currencies will be converted to USD.

8.3 Payment Requests

Payments from your Trading Platform will be processed in USD upon request. Payments will only be made if sufficient funds remain to cover Margin requirements and unrealized losses. Bonuses are excluded from these calculations.

8.4 Third-Party Payments

We will not process payments to third parties unless explicitly agreed in writing.

8.5 Payment Terms

You are responsible for any bank or transfer fees associated with payments.

Payments are considered received only when cleared funds reach us.

8.6 Currency Conversion Policy

Significant differences in currency rates between deposits and withdrawals cannot be used for profit. If funds are withdrawn without significant trading activity, we may adjust the conversion rate to reflect the deposit rate. The Company reserves sole discretion in determining fair conversion rates.

9. Trading Funds and System Access

9.1 Ownership of Trading Funds

Any money deposited in your Trading Platform is classified as "Trading Funds."

By depositing these funds, you transfer full ownership to Quantum FX to cover obligations like Margin or other liabilities.

Funds are credited to individual accounts and updated in real-time based on trading activity.

10. Trading System Usage

10.1 Secure Access

Access to the Trading System is password-protected and intended for your personal use only.

You must safeguard your password and report any loss, theft, or unauthorized access immediately.

You are responsible for all transactions made through your account, including those resulting from unauthorized access.

10.2 Permitted Use

The Trading System and its information are exclusively for placing and managing trades.

Any misuse or violation may result in termination of access and trading rights.

10.3 License Agreement

The Trading System is the property of Quantum FX, its affiliates, or licensors.

A limited, non-transferable license allows you to use the system strictly as per the terms of this Agreement.

Unauthorized sharing, copying, or modification of the Trading System or its data is prohibited.

10.4 Modifications and Updates

Quantum FX may update or modify the Trading System, including its features, without prior notice for non-material changes.

Continued use after updates signifies acceptance of these changes.

10.5 System Security

You are responsible for ensuring your device is free from harmful software like viruses or worms.

Introducing such threats to the system may result in liability for damages and legal action.

10.6 System Limits

Quantum FX may impose restrictions on system usage, including order size, order type, and collateral requirements, at its sole discretion.

10.7 Third-Party Applications

If you use third-party applications or Expert Advisors connected to your Trading Platform, Quantum FX is not responsible for their performance or compatibility.

Quantum FX disclaims any liability for losses, system interruptions, or inaccurate information resulting from third-party tools.

10.8 Disclaimer on Endorsements

Quantum FX is not liable for any outcomes or performance claims made by third-party applications, even if promoted or endorsed by Quantum FX.

11. Orders and Trade Confirmations

11.1 Order Management

Quantum FX reserves the right to refuse or cancel any Order at its sole discretion, regardless of whether you have received confirmation, without providing a reason.

Limits may be imposed on the number of open positions, and orders to open or increase positions may be declined without affecting the validity of previous orders.

Accepting an Order does not confirm that your Margin requirements have been satisfied.

11.2. Counterparty and Execution

By using the Quantum FX Trading Platform, you consent to orders being executed on any regulated market, with regulated liquidity providers, or other regulated counterparties chosen by Quantum FX.

11.3. Confirmations and Disputes

Trade confirmations and platform statements will be provided electronically or made accessible via the Quantum FX systems.

Confirmations are binding unless you raise objections in writing within two Business Days or we notify you of errors.

11.4. Order Execution Policy

Quantum FX aims to provide competitive pricing but cannot guarantee that displayed bid and offer prices always represent the best market rates.

Prices may be influenced by market volatility, costs, and charges, potentially increasing the spread or commission.

Traders can set stop loss, take profit, or pending orders within ranges specified by Quantum FX, which reserves the right to modify these ranges at any time.

12. Market Obligations & Market Abuse

12.1 Market Obligations

When using the Trading Systems with direct market access, you are prohibited from engaging in any of the following activities, and must take reasonable steps to prevent them:

Market Manipulation: Engaging in actions that may artificially influence the price, value, or level of securities, instruments, or indices.

Artificial Transactions: Placing or causing fake orders or transactions.

False Reporting: Reporting fictitious transactions or providing false data to the market or authorities.

Misleading Market Perceptions: Taking actions that could create false or misleading impressions about the price or value of securities.

Undermining Market Integrity: Engaging in any conduct that could damage the transparency or integrity of the market.

Collusion: Acting in concert or assisting others in any of the above actions.

Additionally, you are responsible for reporting any suspicious or abnormal behavior observed within our systems. Failure to report such behavior will be seen as an attempt to misuse the system.

12.2 Market Abuse

You must not use the Trading Systems for activities that could be deemed fraudulent, illegal, or constituting market abuse. "Market Abuse" includes insider trading, market manipulation, or market distortion in violation of applicable regulations.

12.3 Erroneous Orders

If an order is placed by mistake or does not reflect the intended transaction, you are responsible for correcting or canceling the order and closing any resulting positions. Quantum FX reserves the right to:

Remove or reverse erroneous orders without prior notice.

Take necessary actions, including restricting access to the system, halting order placements, and freezing funds (both realized and unrealized) until the issue is resolved, with any losses deducted from your account.

12.4 Trading System Limits

We may impose pre-execution controls and limits on your use of the Trading Systems to ensure compliance with applicable regulations or other trading restrictions that may be communicated to you.

12.5 Technology and System Malfunctions

Although Quantum FX works to maintain the highest standards for its technology and systems, you understand that issues such as internet, network, software, or hardware malfunctions may occur. You agree to indemnify Quantum FX, its directors, staff, affiliates, partners, and related parties from any claims or liabilities arising from such technological failures.

13. Margin Transactions and Market Operations

13.1 Margin Transactions Overview

In connection with Margin Transactions, including CFDs and Rolling Spot Forex, you acknowledge that you will not have any entitlement to the delivery or ownership of any Reference Asset unless explicitly agreed upon by QUANTUM FX in writing.

13.2 Closing of Expiry Transactions

You agree that QUANTUM FX has the discretion to close any Expiry Transaction without prior notice if the Reference Asset is a derivative financial instrument or commodity that settles on expiry by a method other than cash. Such action may occur at any reasonable time before the expiry date, and QUANTUM FX is not obligated to roll over positions in these instruments.

14. Market Suspensions and Delisting

14.1 Market Suspensions

In the event that trading is suspended on any market for a Reference Asset, QUANTUM FX will calculate the value of related CFD transactions based on the last traded price or closing price, depending on the situation. If the suspension lasts more than one Business Day, QUANTUM FX may adjust Margin requirements and rates at its discretion. Should the suspension extend for five or more Business Days, QUANTUM FX reserves the right to terminate the CFD transaction at a closing price determined by us.

14.2 Delisting of Reference Assets

If a regulated market announces the delisting of a Reference Asset and it is not immediately re-listed, re-traded, or re-quoted, the delisting event will be treated as the closing date for any related CFD transactions. The closing price will be determined by QUANTUM FX and communicated to you.

15. Margin Requirements and Management

15.1 Initial Margin

To enter a transaction, you may be required to deposit funds or collateral, which we deem acceptable to secure potential losses ("Initial Margin"). If there are insufficient funds to meet the Initial Margin requirements, we reserve the right to decline the transaction. If the market moves against your position, additional collateral ("Variation Margin") may be requested at our sole discretion.

15.2 Changes in Margin Requirements

Margin requirements may change at any time, without prior notice, to cover realized or unrealized losses or due to adjustments in the margin rates from when the transaction was initiated.

15.3 Form of Margin

Margins must be provided in cash or other collateral acceptable to QUANTUM FX. You are responsible for maintaining sufficient funds in your trading account to meet all margin requirements. Payments must be made through acceptable methods, such as telegraphic transfer, with all fees deducted from the funds received.

15.4 Close-Out Due to Insufficient Margin

If there is insufficient margin in your account, QUANTUM FX may close or terminate your transactions immediately, without notice. This does not constitute an Event of Default. A failure to meet margin requirements or honor margin calls may lead to the closure of positions at QUANTUM FX's discretion.

15.5 Margin Calls

QUANTUM FX is not obligated to make margin calls and you should not rely on the expectation that one will be issued. However, if margin calls are made, they may be communicated via telephone, email, or platform message. Failure to respond to margin calls may result in consequences, including the closure of positions and loss of funds.

15.6 Transfer of Margin Between Platforms

If you have multiple Trading Platforms, QUANTUM FX may, at its discretion, transfer margin, collateral, or funds between platforms to meet margin requirements or liabilities. This may result in the closure of positions on one platform to satisfy margin requirements on another.

16. Representations, Warranties, and Covenants

16.1 Representations and Warranties

You represent and warrant to us, as of the date this Agreement takes effect and on each date that any Transaction remains outstanding, the following:

(a) If you are an individual, you are of sound mind, of legal age, and possess legal competence.

(b) You are suitable to trade complex financial instruments, Margin Transactions, CFDs, and Rolling Spot Forex Contracts, and you are fully aware of the risks involved in such transactions.

(c) You are willing and financially able to bear the total loss of all funds you have paid to us as a result of engaging in these Transactions.

(d) You possess all necessary authority, powers, consents, licenses, and authorizations and have taken all necessary actions to legally enter into and perform this Trader Agreement, as well as to carry out the Transactions and grant the security interests and powers referred to herein.

(e) Where applicable, the person or persons entering into this Agreement and each Transaction on your behalf are duly authorized to do so.

(f) This Agreement, each Transaction, and the obligations arising from or related to them are binding upon you and enforceable against you in accordance with their terms (subject to applicable equitable principles) and do not violate any regulation, order, charge, or agreement that binds you or to which any of your assets are subject.

(g) No Event of Default, or any event that may potentially lead to an Event of Default (a "Potential Event of Default"), has occurred with respect to you or any Credit Support Provider.

(h) Unless you have informed us otherwise in writing, you are acting as the principal and sole beneficial owner (but not as a trustee) when entering into and performing this Agreement and each Transaction.

(i) All information provided on the Trading Platform Application and any other details regarding your financial position or other matters are accurate, complete, and not misleading.

(j) Except as otherwise agreed by us, you are the sole beneficial owner of all Margin transferred under this Agreement, free from any security interest, except for a lien routinely imposed on Securities held in a clearing system.

16.2 Covenants

You covenant and agree with us as follows:

(a) You will at all times obtain and maintain all necessary authority, powers, consents, licenses, and authorizations to (i) lawfully perform this Agreement and each Transaction, and (ii) uphold the interests and powers referred to in this Agreement.

(b) You will promptly notify us of any Event of Default or Potential Event of Default related to you or, where applicable, any Credit Support Provider.

(c) Unless you have informed us otherwise in writing, you will at all times act as the principal and sole beneficial owner (but not as trustee) in performing this Agreement and in entering into and performing each Transaction.

(d) You will promptly notify us if (i) any detail provided on the Trading Platform Application or any other information related to your financial position or other matters becomes inaccurate, incomplete, or misleading, or (ii) if any information previously supplied becomes inaccurate, incomplete, or misleading.

17. Events of Default

17.1 An Event of Default will occur if at any time:

(a) You, or where applicable, any Credit Support Provider, fail to fully comply with any obligation under this Agreement, including but not limited to failing to make any payment when due or failing to deliver Margin or any other property or asset required under or in connection with this Agreement or any Transaction.

(b) We have reasonable grounds to believe that: (i) You, or where applicable, any Credit Support Provider, are in breach of any covenant or provision set forth in this Agreement or any related Credit Support Document, or

(ii) Any representation or warranty made by you, or where applicable, any Credit Support Provider, in this Agreement, any related Credit Support Document, or in connection with any Transaction, is or was untrue, false, or misleading when made, repeated, or deemed to be made or repeated.

(c) Any action is taken, or any event occurs, that we believe may adversely affect your ability to perform any obligations under this Agreement or in connection with any Transaction.

(d) We believe that taking action is necessary or desirable to prevent or address a violation of the Act or any Applicable Regulations, or to ensure compliance with good market practices.

(e) We believe that taking action is necessary or desirable for our own protection, whether to manage financial exposure, mitigate reputational risk, or for any other reason.

(f) In the event that, under the worst circumstances, you:

Die, become adjudged of unsound mind, become unable to pay your debts as they fall due, or become bankrupt or insolvent under any applicable Insolvency Law.

Any indebtedness of yours or, if applicable, any Credit Support Provider, is not paid on the due date or becomes due and payable before the scheduled due date.

Any suit, action, or proceeding is commenced for execution, attachment, garnishment, or distress against, or an encumbrancer takes possession of any part of your property or assets (whether tangible or intangible), or those of any applicable Credit Support Provider.

(g) You, or where applicable, any Credit Support Provider:

Are dissolved, or if your or any such Credit Support Provider's existence is dependent upon formal registration, such registration is removed or ends.

Any proceeding is commenced seeking your dissolution, removal from a register, or the termination of such registration.

You, or where applicable, any Credit Support Provider, take any corporate or other action in preparation for or in furtherance of any of the above.

18. Termination

18.1 Your Right to Terminate:

You may terminate this Agreement at any time by providing us with at least 3 Business Days' written notice.

18.2 Our Right to Terminate:

We may terminate this Agreement at any time with 3 Business Days' written notice, except if you fail to comply with any provision, an Event of Default occurs, or there are no open Transactions in your Trading Platform.

18.3 Closing Open Transactions:

After termination, we may close any of your open Transactions without notice.

18.4 Immediate Payment Upon Termination:

Upon termination, any amounts owed by you to us will become immediately due, including:

Outstanding Commissions, fees, and charges;

Losses incurred by us due to termination;

Costs of closing out Transactions or settling any outstanding obligations.

19. Exclusions, Limitations, and Indemnity

19.1 Regulatory Liabilities:

This Agreement does not exclude or limit any duties or liabilities we may have under Applicable Regulations.

19.2 Exclusion of Liability:

We, our affiliates, and our employees ("Protected Persons") are not liable for any loss (including indirect or consequential loss), except for losses arising directly from our willful default or fraud. This includes:

Loss of profits, goodwill, business opportunities, or reputational damage.

19.3 Communication Failures:

We are not responsible for any loss, damage, or cost caused by your inability to communicate with us, except in cases of our fraud, willful default, or negligence. This includes:

Inability to open or close Transactions due to communication issues.

19.4 Trading Systems Access:

Access to Trading Systems is provided "as is." We make no warranties regarding their functionality, and are not liable for any technical issues, including system malfunctions or delays. We reserve the right to correct or adjust Transactions affected by such issues.

19.5 Price Feed Errors and Delays:

Price discrepancies caused by connectivity issues or price feed errors may lead to revoked or adjusted Transactions. We may intervene and adjust prices to reflect fair market values.

19.6 Market Conditions:

We are not obligated to notify you of changes in market conditions or advise on actions to take.

19.7 Indemnity:

You agree to indemnify and hold harmless QUANTUM FX, Quantum FX, its affiliates, and their employees or agents from any liabilities, losses, costs, or expenses arising from your breach of this Agreement, except when caused by our fraud, negligence, or willful default.

19.8 Trading Losses:

We are not liable for any losses you incur from entering into Transactions.

19.9 Market Changes and Delays:

We are not responsible for delays in accepting Orders, executing Transactions, or any changes in market conditions.

20. Miscellaneous

20.1 Notices

Unless otherwise stated, all notices, instructions, and communications between us may be verbal or written and sent to your last known contact details (e.g., home address, email, phone number, etc.). Any communications from you to QUANTUM FX must be sent in writing to our specified address or email.

20.2 Intellectual Property and Confidentiality

All intellectual property rights in the Trading Systems remain the exclusive property of QUANTUM FX and its third-party providers. You may access and use the Trading Systems solely as described herein, but you may not copy, modify, reverse-engineer, or disclose any part of the Trading Systems. You agree to keep all information confidential and protect it from unauthorized access.

20.3 Electronic Communications

By accepting the Trading Platform Application, you consent to receiving communications electronically, which are as binding as written ones under applicable regulations. Orders and instructions given electronically are valid, and you may revoke consent to electronic communication at any time, provided you notify us in writing.

20.4 Change of Address

You must promptly notify us in writing of any changes to your address or other contact details, by Clause 20.1.

20.5 Entire Agreement

This Agreement, including any Schedules, constitutes the entire agreement between the parties, superseding all prior communications and agreements related to its subject matter.

20.6 Recording of Calls

We may record telephone conversations for the purpose of ensuring accurate and timely documentation of Transactions and instructions. These recordings will be our property and serve as evidence of the Orders placed.

20.7 Our Records

Our records will serve as evidence of your dealings with us. You agree not to object to the admission of these records as evidence in any legal proceeding, even if the records are not original or are computer-generated.

20.8 Your Records

You agree to maintain adequate records of your Orders, in compliance with applicable regulations, to demonstrate the nature and timing of such Orders.

20.9 Data Protection (GDPR Compliance)

In compliance with the General Data Protection Regulation (GDPR), we ensure that personal data is processed lawfully, transparently, and securely. Your data will be used only for specific, legitimate purposes and kept for no longer than necessary. We take all reasonable measures to protect your data from unlawful processing, loss, or damage.

21. Dispute Resolution

21.1 In the event of a dispute, you must first refer the matter to the compliance department of QUANTUM FX. Their decision will be final and binding.

21.2 If you are dissatisfied with the compliance department's decision, the dispute will be resolved in Mauritius courts.

21.3 You agree not to approach any other department, regulator, or authority unrelated to this Agreement for dispute resolution. QUANTUM FX is authorized to initiate legal action against you in your jurisdiction or elsewhere if you fail to comply with this process.

21.4 You will be responsible for all costs related to any legal actions we may take against you.

22. Leverage Control

The Company reserves the right to modify your MT4 account leverage settings at any time without prior notice. Leverage restrictions are as follows:

Leverage of 1:1000 is not granted for balances over USD 1,000.

Leverage of 1:500 is not granted for balances over USD 2,000.

Leverage of 1:200 is not granted for balances over USD 5,000.

Leverage of 1:100 is not granted for balances over USD 10,000.

Balances over USD 15,000 may receive a maximum leverage of 1:50 at the Company's discretion.

Leverage conditions may change during periods of economic data releases or high volatility, such as during financial news events, and are subject to the Company's discretion.

23. Prohibited Trading Practices

As part of our ongoing commitment to fair and responsible trading, the Broker strictly prohibits trading strategies and behaviours that are considered abusive, manipulative, or detrimental to the integrity of the market or the Broker's trading infrastructure.

The following trading practices, including but not limited to, are not permitted under any circumstances:

23.1 Scalping – Defined as holding positions for less than 180 seconds but not limited to, with the intent to exploit price latency or execution speed.

23.2 Martingale or Grid Trading – Strategies that involve doubling down or layering orders with the aim to recover losses through exponential exposure.

23.3 Triple Pair Arbitrage – Using triangular or multiple currency pair combinations to exploit pricing inefficiencies.

23.4 Internal and External Hedging – Simultaneous hedging between multiple accounts (with the same broker or across different brokers) to avoid market risk or exploit discrepancies in price feeds.

23.5 High-Frequency Trading (HFT) – Including strategies that place numerous orders per second to benefit from milliseconds of price movement or latency arbitrage.

23.5 Automated or Bot-Based Trading Strategies – Any algorithmic systems that attempt to exploit delays in price feeds, server lag, or liquidity inefficiencies without prior written approval from the Broker.

23.6 Latency Arbitrage – Taking advantage of time delays between different market feeds or server updates.

Such strategies but not limited to, which place undue stress on the trading environment, create an unfair advantage, and may result in financial harm to the Broker or other clients.

If such activities are detected, the Broker reserves the right to take corrective action, including but not limited to:

Voiding abusive trades

Suspending or terminating the trading account

Withholding profits obtained through abusive means

Revising leverage or margin terms

Initiating legal or regulatory proceedings where applicable

Clients are encouraged to maintain transparent and responsible trading practices at all times. For clarification on whether a trading strategy is permitted, please contact our compliance team in advance.

24. We may change any terms and conditions at any time on this agreement.