Terms and Conditions

1. Introduction and Your Acceptance of the User Agreement

1.1 ITRADERFX LTD is incorporated and registered under the laws of the Kingdom of Spain (“we”, “us” or the “Company”). The Company is a Finance Management Services ("FMS") Firm, licensed by the National Securities Market Commission of Spain (hereinafter referred to as the “CNMV”), with Regulatory License No.: 2486.

PLEASE READ THE TERMS OF SERVICE SET OUT HERE ("TERMS OF SERVICE") CAREFULLY BEFORE USING THE SERVICES PROVIDED BY US.

1.2 The Company is licensed and authorized by the CySEC to provide the Services (as defined below).

1.3 In these Terms of Service, "you" or "your" means you, the person who uses the Services (as defined below).

1.4 Your use of the Services is subject to the Terms of Service, along with additional policies including but not limited to Conflicts of Interest Policy, Client Categorization Policy, Investor Compensation Fund (for Retail Clients), Risk Disclosure Statement, Complaints Handling Policy, and any other policies published on the Website (collectively the “Additional Rules”). The Terms of Service, Additional Rules, and Privacy Policy (together the "User Agreement") constitute a binding legal document between you and the Company.

1.5 By clicking 'ACCEPT', 'I AGREE', or 'CONTINUE', or by registering with the Company or using the Services, you confirm that you have read and understood the User Agreement and agree to be bound by its terms. If you do not agree, you should immediately stop using the Services and terminate your account.

1.6 By clicking the ACCEPT button or similar, you agree to enter into a legally binding contract and consent to electronic communication for contracts, orders, and records. You waive any rights requiring original (non-electronic) signatures or records, to the extent permitted by law.

1.7 If you are located in the European Union, this agreement is governed by the Distance Marketing of Consumer Financial Services Law N242(I)/2004, implementing EU Directive 2002/65/EC.

1.8 We reserve the right to suspend, modify, remove, or add to the Services at any time without notice.

1.9 If you object to these terms, do not use our websites or trading platforms. Accessing or using our platforms constitutes your acceptance of these Terms and Conditions.

2. Definitions

Capitalized terms shall have the following meanings unless otherwise stated:

- "Authorized Person": A person or legal entity authorized by you to use the Services and provide instructions to the Company on your behalf.
- "Business Day(s)": Monday to Friday, 9:00 AM to 5:00 PM.
- "Client Account": Any account opened by you with iTrader FX on the Platform.
- "Account Opening Services": Assistance in setting up a Client Account, including collecting documentation.
- "Assistance Services": Customer support and technical services provided by the Company.
- "Orders": Reception and transmission of your orders by us, executed or transmitted by iTrader FX.
- "Parties": The Company and you.
- "Platform": iTrader FX online trading platform where you can trade financial instruments.
- "Portfolio Management": A discretionary mandate given by you to the Company to manage your assets.
- "Services": Provision of Orders, Account Opening Services, Assistance Services, Social Trading, Portfolio Management, Investment Advice, Investment Research, and other services.
- "Social Trading": Observing and following the trading behavior of other investors.
- "Support Address": support@itraderfx.com.
- "Website": itraderfx.com.

3. Amendments to the User Agreement

3.1 We may amend the User Agreement at any time due to legal, regulatory, or security changes.

3.2 We will notify you of changes by publishing a new version on the Website. Continued use of the Services constitutes acceptance of the new version.

3.3 We advise you to check for updates regularly.

4. Your Compliance with Laws

4.1 Trading in financial instruments may not be legal in some jurisdictions. The Company does not provide legal advice or assurance regarding the legality of trading.

4.2 The Services are intended for users not prohibited by applicable laws from trading in financial instruments. You agree to comply with all applicable laws.

5. Who May Use the Services

5.1 You may only use the Services if you can form a legally binding contract under applicable law.

5.2 No one under the age of 18 or the legal age of consent in their jurisdiction may use the Services. The Company may request proof of age and identity.

5.3 Employees, directors, associates, or affiliates of the Company or iTrader FX may not use the Services.

6. Registration Process

6.1 To open an account, you must complete the registration process as determined by the Company.

6.2 The Company must comply with EU requirements and CNMV regulations.

6.3 During registration, you must provide identification details, proof of address, and financial information. Failure to provide required documents may result in account suspension or termination.

6.4 Joint account holders must each complete the registration process and agree to the User Agreement.

6.5 We will notify you by email if your account is approved.

6.6 You authorize the Company to use your information for identity, fraud, anti money laundering, and credit checks.

6.7 You may appoint an Authorized Person by providing a Power of Attorney. The Company may require identification details for the Authorized Person.

6.8 By appointing an Authorized Person, you confirm that we may provide Services and receive instructions from them.

6.9 You waive any claims against the Company for actions or omissions by the Authorized Person.

6.10 The Company may refuse instructions from an Authorized Person under certain circumstances.

6.11 To terminate an Authorized Person's mandate, written notification must be received at least 15 Business Days prior to termination.

6.12 The Company is under no obligation to accept your application or appointment of an Authorized Person.

7. Your Account With Us And The Services

7.1 Services are provided during Business Days via telephone, email, or other methods. You must provide Security Questions and Answers during registration.

7.2 You are solely responsible for all activity on your account. The Company is not liable for unauthorized access or misuse of your Security Questions and Answers.

7.3 You must keep your Security Questions and Answers confidential.

7.4 Notify us immediately if your Security Questions and Answers are compromised.

7.5 We do not need to verify the authority of anyone providing correct Security Answers.

7.6 We may require you to change your Security Questions and Answers or suspend your account if we suspect a security breach.

7.7 We may restrict or terminate your account if we suspect unauthorized access.

7.8 You indemnify us against any claims arising from unauthorized use of your account.

7.9 Orders are considered accepted when confirmed in your Client Account.

7.10 We do not accept instructions outside Business Hours or via unauthorized methods. Orders cannot be amended or revoked once executed.

7.11 The Company does not price financial instruments. Prices may change due to market volatility or other factors.

7.12 Orders are considered executed when confirmed in your Client Account. Keep records of all transactions.

7.13 Verify the status of pending transactions before placing further orders.

7.14 The Company is not obligated to monitor or advise on trading.

7.15 The Company acts as an intermediary for iTrader FX.

7.16 iTrader FX is responsible for the Client Account.

7.17 Orders may not be canceled or modified. You waive all claims in relation to such.

7.18 You are solely responsible for any damage or loss due to your actions or misuse of your account.

7.19 We may restrict or terminate Services if your account is used for fraudulent, abusive, or illegal activity.

7.20 We may subcontract Services to third parties.

7.21 Commissions and fees may be automatically deducted from your Client Account.

7.22 The Company may offer Investment Advice services upon your agreement.

7.23 If you choose Investment Advice, you must provide accurate and complete information.

7.24 The Company will conduct a suitability assessment based on your investment objectives, financial situation, and knowledge.

7.25 The Company will use reasonable efforts to ensure advice is accurate but acknowledges it may be based on incomplete information.

7.26 The Company is not obligated to disclose information beyond its duties.

7.27 If an investment service or Financial Instrument is deemed unsuitable, we will inform you, but the final decision is yours.

7.28 The Company is not liable for risks incurred by proceeding with unsuitable services or Financial Instruments.

7.29 The Company may offer Portfolio Management services upon your agreement.

7.30 If you choose Portfolio Management, you must provide accurate and complete information.

7.31 The Company will provide information on management objectives, risk levels, and valuation methods.

7.32 Recommendations may be affected by market changes.

7.33 The Company may offer Social Trading services upon your agreement.

7.34 By activating an automated trading strategy, you accept that orders will be transmitted without further approval.

7.35 Copied trades will be proportional to the copied trader's equity. You are responsible for any losses.

7.36 Past performance does not guarantee future returns. Investment strategies are subject to risks.

7.37 Social Trading features are for informational purposes only. The Company is not liable for losses.

7.38 Conduct your own research before making investment decisions.

7.39 The Company does not guarantee the accuracy or independence of Social Trading content.

7.40 Social Trading does not constitute investment advice. The Company is not liable for losses.

7.41 The Company and its affiliates may take similar or opposite positions in investments.

7.42 We reserve the right to block any user from being copied.

7.43 Investment Advice services are provided only if specific conditions are met.

7.44 Portfolio Management services are provided only if specific conditions are met.

7.45 Social Trading services are provided only if specific conditions are met

8. Your Promises to Us

8.1 You confirm that:

- You are of legal age and sound mind.
- You are the individual who completed the registration process.
- If acting on behalf of a legal entity, you are authorized to do so.
- All details provided are true, current, and complete.

- You have read the Risk Disclosure Statement and understand the risks.
- You will not permit anyone under the legal age to use the Services.
- You will use the Services in accordance with the User Agreement and applicable laws.
- You are not a Politically Exposed Person.
- You are solely responsible for all Orders and positions traded on your Client Account.
- You will pay any taxes or levies related to transactions.
- You will use the Services in good faith.
- You will not use the Services for market abuse or illegal activities.
- The Company does not hold your money; funds are held by iTrader FX.
- The Company is not the owner or operator of the Platform.
- The Platform is not a recognized exchange.
- You will provide all necessary assistance and information to the Company.
- You have sufficient experience and knowledge in financial matters.
- You will not use the Services for unlawful or fraudulent activities.

8.2 Joint Owners acknowledge that each has authority to act on the account without notice to the other.

8.3 Joint Owners are jointly and severally liable for obligations under the User Agreement.

8.4 In case of conflicting instructions from Joint Owners, we will accept the first set received.

8.5 In the event of a Joint Owner’s death, the surviving Joint Owner(s) must notify us immediately.

9. Financial Information

9.1 The Company may provide financial information from Third Party Providers. This information is not investment advice.

9.2 Financial Information may become unreliable. The Company is not obligated to update it.

9.3 You are responsible for verifying the reliability of Financial Information.

10. Disclaimers

10.1 Your use of the Services and Platform is at your own risk.

10.2 The Company is not liable if iTrader FX does not open or terminate your Client Account.

10.3 The Company is not liable for any actions or omissions by iTrader FX.

10.4 The Company is not liable for any activity on the Platform.

10.5 The Company does not provide investment advice unless explicitly agreed.

10.6 You should seek independent legal, tax, or other advice before using the Services.

10.7 The Services are provided "AS IS". The Company makes no warranties or representations.

10.8 The Company does not guarantee that the Services will meet your requirements or be uninterrupted.

10.9 The Company is not responsible for any money you lose on the Platform.

10.10 The Company is not responsible for erroneous Orders.

10.11 The Company is not liable for failure to perform Services due to Force Majeure.

11. Limitation Of Liability

11.1 You use the Services and Platform at your own risk.

11.2 The Company is not liable for any loss or damage arising from your use of the Services or Platform.

11.3 The Company is not liable for any modification, suspension, or discontinuance of the Services.

11.4 Nothing in the User Agreement excludes liability for death or personal injury caused by the Company’s negligence.

11.5 The Company is not responsible for losses due to operational failures.

11.6 The Company is not liable for delays in the use of Services or incapability of carrying out Orders.

12. Indemnity

You agree to indemnify the Company against all claims arising from your breach of the User Agreement, violation of laws, or use of the Services or Platform.

13. Termination of Your Account With Us

13.1 We may terminate the User Agreement and your account immediately without notice if:

- We discontinue the Services.
- You breach the User Agreement.
- Your use of the Services is improper, illegal, or fraudulent.
- Your account is associated with a terminated account.
- iTrader FX restricts your use of the Platform.
- Our agreement with iTrader FX terminates.
- Your Client Account is terminated.

13.2 You may terminate the User Agreement by emailing the Support Address.

13.3 On termination, you must discontinue use of the Services.

13.4 Termination does not prejudice any other rights or remedies.

13.5 Upon termination, neither party has further obligations under the User Agreement.

14.Telephone Recording

The Company may record telephone calls for service quality assurance and regulatory reasons.

15. Intellectual Property

15.1 The trademarks and content on the Website are owned by the Company or its licensors.

15.2 The trademarks and content are protected by copyright laws.

15.3 You obtain no rights in the trademarks or content by using the Services.

15.4 You agree not to delete copyright notices or other indications of intellectual property rights.

15.5 You agree not to upload, post, distribute, or reproduce the content or trademarks.

16. Inducements From and To Third Parties

The Company may receive payments from iTrader FX for acting as an introducer broker. The Company may also make payments to third parties for initiating or maintaining business relationships.

17. Client Categorization

Clients are categorized as ‘retail’ by default unless they choose to change to professional or Eligible Counterparty.

18. Our Staff

The Company will not tolerate abusive behavior towards its employees. Abusive behavior may result in termination of the User Agreement.

19. Miscellaneous

19.1 If any part of the User Agreement is deemed unlawful, void, or unenforceable, it shall be severed without affecting the validity of the remaining provisions.

19.2 No waiver of any terms of the User Agreement shall be construed as a waiver of any preceding or succeeding breach.

19.3 Nothing in the User Agreement creates or confers rights or benefits to third parties.

19.4 The User Agreement constitutes the entire agreement between the Company and you.

19.5 You may not transfer, assign, or sublicense your rights or obligations under the User Agreement. The Company may transfer or assign the User Agreement without your consent.

19.6 The User Agreement does not create a partnership, trust arrangement, or fiduciary relationship between you and the Company.

19.7 The User Agreement is governed by the laws of the Republic of Cyprus, and you submit to the exclusive jurisdiction of the courts of the Kingdom of Spain.

19.8 The English language version of the User Agreement prevails in case of discrepancies.