

# HQBROKER

Terms and Conditions

## Client Agreement

The client (the “client,” “customer,” “you,” “he/she”) affirms that by using our Services, he or she had read this document thoroughly, understood and agreed with everything that is written herein. This document, which is a legal contract between the client and HQBroker (“HQBroker,” “Company,” “we,” “us,” “our”), shall determine the responsibilities and rights of HQBroker and its clients in connection with the Company’s services.

## General Risk Disclosure

CFD and/or Forex trading carry a high risk of loss and is not suited for everyone. These Services are offered by the Company and in addition are indices, commodities, currencies and metals for trade. By using the Services of the Company, you confirm that you are trading at your own risk and that you are aware of all the associated liabilities and costs, and that you are capable of managing your transactions on a regular basis. Please read HQBroker's Declaration of Risk statement for more detailed information.

### 1. COMPANY DETAILS

Risk Warning: Trading Forex and Derivatives carries a high level of risk to your capital, and should therefore only invest with funds manageable by your own means.

The customer/investor is entering an agreement with Hokkaido Investments Sp. z o.o. (Registration No. 699793).

All investment and ancillary services are offered via this entity, ensuring conformity with its local authorization and its permanent location is PI. Pilsudskiego 3, 00-078 Warsaw Poland.

All complaints may be directed to the email address and/or phone number and will be resolved based on the complaints handling policy outlined here.

HQBroker does not service USA, France and Belgium entities or residents of any kind. While we welcome clients from all over the globe, governmental restrictions along with our company policies prohibit HQBroker from opening accounts originated from the following restricted and/or OFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt , Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt , Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

## 2. HEADINGS

- “HQBroker” refers to the Company, affiliates, subordinates, and their beneficiaries;
- The “Client” refers to a customer/s, client/s, party or parties who use/s the Services of the Company and who have declared their steadfast compliance of the Terms and Conditions set herein;
- The “Agreement” refers to this document and all other formal, written form of declarations, agreements, permissions affirmed by the client.

## 3. APPLICABILITY OF TERMS AND CONDITIONS

The Terms and Conditions shall take effect and bind the Client and Company of all the obligations and rights set at the time that the client started to trade using the Company’s Services and technologies. If the client wasn’t able to formally sign the Terms and Conditions for any reason, it shouldn’t affect any provisions and the client’s trading activities in the Company shall be enough demonstration of the client’s consent and agreement to the Terms and Conditions.

Headings and technical terms are provided here for reference only and do not have an actual effect or do not restrict any of the provisions of the Terms and Conditions.

## 4. REGISTRATION, ELIGIBILITY AND CATEGORISATION

### *Registrations*

For identification purposes as to comply with the existing laws and regulatory requirements, the client agrees to submit valid identification documents and/or any additional obligatory information reference as per request from the Company. The client recognizes that obtaining these documents help the Company to verify their real identity, thus, preventing fraud and any other illegal activities. The Company reserves the right to reject an account application, transfer and/or terminate an account in case the client failed to comply with the required documents.

### *Eligibility*

By using the Services of the Company, you hereby declare that you are eligible to accept the agreements set herein. You recognize that by using our Services, no law or jurisdiction is violated. The Company shall only serve clients with adequate understanding and acceptance that risks are involved in our kind of business. Capzone Invest Ltd. operates in accordance to the laws in its country of incorporation Marshall Islands where there are no requirements of operating license for entities offering Forex, is acting as a principal broker for the Hokkaido Investments Sp. z o.o.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

# HQBROKER

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

### *Categorization*

The category in which the client is assigned shall be built upon the information the client has given to the Company in the process of registration. The client shall be classified as a "Retail Client," "Professional Client," or an "Eligible Counterparty," as to determine by the application form and provided documents. A client can be assigned to a different category as per request and approval from the Company.

## **5. COMPANY OFFERINGS**

HQBroker offers a variety of trading Services to clients and these include CFDs, Forex, Commodities and much more as displayed on the Company website. You acknowledge that any loss or profit that may be brought about by unstable market conditions shall be at your own risk and account.

## **6. COMMUNICATION**

You acknowledge that all communication from the Company shall be in electronic form thru HQBroker's website and other Company means of communication to clients.

## **7. FUNDING AND WITHDRAWAL**

The client may deposit funds in his or her trading account any time he or she wishes. Funds, less of any transfer fees and other charges, shall be accredited to the client's trading account one business day after the funds were reflected in Company's bank account.

A formal request shall be provided by the client in order to be initiated by the Company. For a withdrawal request to be granted, the client should not have any open position on his trading account, and supposing that the client availed Company Bonuses, such withdrawal must comply with Bonus Guidelines set herein. Furthermore, the same percentage of the requested amount to be withdrawn on the client's balance shall be deducted from his credit funds. Approved withdrawal request shall be sent to the client in the same manner it was received by the Company. The Company shall not be held liable of any transfer fee or other charges with respect to the withdrawal. It is the exclusive right of HQBroker to reject any other withdrawal procedure requested by the client and advises the most viable method.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

# HQBROKER

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

Funds which were transferred via card shall be sent by the Company with the same amount of which was deposited by the client. Bank account transfer shall take place for a higher withdrawal request of which will be processed within two to five business days.

#### **8. REFUND POLICY:**

If the Client funded his/her Account using credit card, payment shall automatically be debited from the card. Should the Client have a change of mind regarding his/her funding for any reason, the Client may have the right to apply for a refund of his/her remaining balance; whereas the Terms and Conditions apply to those who received a bonus from the Company.

Upon requesting for a refund, the Client must provide all the necessary information required by the Company, as well as abiding the KYC Policy; whereas the Client must not have any open or pending positions in his/her trading account. Refund application shall be processed by the Company's respective department within 2 business days; further information needed from the Client's side shall be requested by the Company via email.

The Company is not obliged to inform the Client of his/her refund application's confirmation, and it is at the Company's sole discretion whether the Client's refund application shall be approved or declined. Furthermore, if the Company provides confirmation for the Client's refund application, the Client shall receive it via email. Upon the Client's application of refund, all credentials, accounts, and memberships from the Company shall be deactivated.

The Client understands and acknowledges that he/she will receive his/her refunds through the same method and account where he/she made the deposit.

#### **9. CLIENT FUND**

HQBroker shall be allowed to keep the client's funds for the use of trading. Losses and profits after trading shall be deducted or deposited to the client's trading account.

The Company reserves the right to terminate accounts going way below the minimum investment of \$100 and apply necessary charges with prior notice to the client.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

In an event of non-activity for a year, the Company shall be allowed to charge maintenance fee to keep the account accessible.

#### **10. CUSTOMER REPRESENTATIVE AND FUNDS TRANSFER**

On such circumstances that you authorize a third party or a second hand to take over or to manage your trading account, you affirm that such action is performed under your own risk, as HQBroker cannot be held liable for your action and is not obliged to make any recommendations in the matter being. It is the Company's discretion to refuse the appointment of representative and therefore may reject transactions made on your behalf.

When a fund transfer request between two Company clients was initiated, both parties should submit a formal request subject to approval. HQBroker may dismiss funds transfer requests.

#### **11. CUSTOMER RESPONSIBILITIES, WARRANTIES AND ACKNOWLEDGEMENTS**

By using the Services of the Company, you affirm that:

- You are capable of engaging in financial investment activities and are of legal age in compliance with the jurisdiction you're under.
  
- You are not a politician and have no affiliations, connections, and relations with a politician.
  
- The source of funds you use for trading in the Company are all legally obtained and did not come from illegal activities.
  
- Immediate notification shall be given in case of changes in your personal information or the documents you have provided the company.
  
- You agree and fully understand that funds in your account do not accumulate interest.
  
- You acknowledge that when a contract/asset expires, failure to close any open trades related to it shall result to an automatic exit. Thus, open trades will be closed accordingly. An account can be exempted from automatic exit provided it is presumed to be in a good standing and stature. In such case, the option to transfer to another liquidity provider is feasible.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

- You acknowledge that all conversations between you and HQBroker workforces may be electronically recorded with or without prior notice. These recordings may be used to clarify and solve disputes and/or legal proceeding that may arise. You further acknowledge that these recordings are aborted from time to time due to system maintenance.

## 12. **BONUS GUIDELINES**

For clients' convenience, the Company, from time to time, may launch promotions and give bonuses which are subject to separate and specific Terms and Conditions as set by the Company.

Bonuses and/or profit obtained from the bonuses shall only be withdrawn by the client if the client completed the required trading volume determined by HQBroker. The Company reserves the right to amend the Bonus Terms and Conditions anytime.

In case of suspected fraudulent activity in connection with the bonus and/or promotions, the Company can, in its sole discretion, cancel the bonus, promotion, as well as block the trading account of the Client. HQBroker also reserves the right to block the client's trading account and return the balance to the client. Furthermore, the Company may terminate the contract made between the client and HQBroker; therefore, removing the client's right to use the Company's services and technologies.

## 13. **SECLUSION OF CLIENT FUNDS AND CURRENCY CONVERSIONS**

The Company shall conduct money held by the Company on client's behalf as clients' funds.

The Company retains and sustains books and accounting records of the client funds adhere in furtherance of its clients in substance to the terms and conditions of the banks and credit institutions whereas such funds are secured and transferred.

The company coordinates with various credit institutions. A complete list of the credit institutions that we cooperate with, can be found on our Website or, if applicable, in the relevant Electronic Trading Platform.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

Taking into consideration, the speculative attributes of online trading by agreeing to this Terms and Conditions; is the client is obligated not to apply for charge-back for service matters considering the maintenance of trading platform, client area, news and signals are part of the provided services.

The process of transferring funds to your trading account with the company shall depend on the payment method that the client used and the set arrival period on that specific processor.

In order to accomplish orders and/or transactions, the Company reserves the right to initiate currency conversions even without prior notice to the client. You acknowledge the risk that may arise from all currency conversions.

#### **14. FEES, COMMISSIONS AND OTHER COSTS**

You acknowledge that you are required to pay the cost and charges outlined in our Service fees, as well as agreed commissions and all amounts due shall be deducted from your trading balance. Without any prior notice, HQBroker reserves the right to change spreads on any of the instruments due to the volatile nature of the market.

You agree and acknowledge that we make payments (such as rev share, commissions, rebates, spreads) to third parties that set up or preserve the professional relationship between you and HQBroker or our affiliates.

You acknowledge that you are solely responsible in paying for taxes and that the Company shall not be obliged to make any recommendations on tax liabilities, reports and filings.

Failure to pay the amount due to the Company on time is subject to 4% interest rate per year and additional daily interest (as determined by the Company) which will accumulate until the amount due was settled.

In case of shares reservation, if the order was not implemented, the amount shall be deducted from the account, in proportion to the amount.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

# HQBROKER

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.



In case of reservation for the contracts' expiration: If the expiration is not improved, the amount will be removed from the account as a percentage of the contract volume.

When the trade is holding on transit account, it may be closed in split lots, compensating the negative profit from the total profit.

#### **15. DEPOSIT AND MARGIN REQUIREMENT**

Funds are needed in opening orders and/or making transactions. Furthermore, the Company requires the client to maintain a specific amount of funds on the trading account for security reasons. Instruments have different margin specification and may be changed at any time. HQBroker may impose maximum requirements to comply with various jurisdictions. In case the client failed to keep the minimum margin required, the Company reserves the right to close all your open positions and liquidate your account without prior notice.

Client funds for margin shall be given by the client only in the form of cash unless the Company agrees otherwise. You acknowledge that you have the responsibility of monitoring your account and margin amount. You also acknowledge that we may elect to limit your transactions and increase the amount in your account following a Margin Call.

#### **16. POLICY AGAINST ARBITRAGE, MANIPULATION AND USE OF EXPERT ADVISOR**

HQBroker strictly prohibits any form of arbitrage and manipulation of its platform, thus, taking advantage of price latency and feed, connectivity delays and transaction errors would not be tolerated. Scalping activity and use of expert advisors are not allowed and in case of such activity, the Company reserves the right to forfeit the profits obtained from it, cancel any trades, block the client's trading account and make the necessary adjustments without prior notice.

#### **17. CFDs TRADING POLICY**

The client can place orders using his/her desktop computer or mobile phone. The Company, shall have the right to execute orders according to Client Access data and on behalf of the client as per requested.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

The Company may set cutoff times for accepting client instructions for orders and in case the client failed to place an order, order instruction or complete instruction in connection with the placement, the Company is not be held responsible for such matter. HQBroker can execute orders of the client, but is not obliged to do so, outside the normal trading hours.

Orders can be placed, updated, or removed within the trading time set and if not executed, shall remain valid for the next day. It is the sole discretion of the Company to close open positions and/or open forward positions as the Company sees it necessary.

#### **18. RESTRICTION ON INVESTMENT ADVICE**

Basing on what they consider and believe to be reliable, HQBroker and all its workforces might provide investment advice and market signals to the client. This information may be given by a broker single-handedly and might not be accurate and/or verified. Assessment of the recommendations is at client's sole discretion.

#### **19. INDEMNIFICATION**

You acknowledge that HQBroker and its workforces shall not be held liable for any losses, costs, expenses and damages that may arise in case that you failed to accomplish your obligations in this agreement. You acknowledge that HQBroker is free of liability in all claims that may have been contributed by system and/or equipment error of HQBroker or client, delays, errors or failures in performing any instruction on behalf of the client, actions of client representative, and market recommendations that have been made based on market data.

#### **20. DEFAULT**

HQBroker shall not be subjected to any liability in the event of default and force majeure. Such events include, but not limited to natural calamities, war, act of terrorism, governmental complications and any other events that are way beyond the Company's control. In such case, the Company can open or close any trades, suspend Terms and Conditions, increase spreads and margin requirements without prior notice.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.

## 21. COPYRIGHT AND CONFIDENTIALITY

The information contained in this website, trademark, copyright, and intellectual property rights are exclusive property of HQBroker and its licensors. All of this and as such third party materials shall not be altered, published, or distributed by clients.

## 22. TERMINATION AND AMENDMENT

This agreement may be terminated by the client at any time; provided that at least five business days of prior notice was served; provided that the client does not have open positions; and that no amount is owed by the client to HQBroker. The client may notify the Company in regards to the termination via email. The termination shall take effect immediately upon the receipt and confirmation of the Company.

Termination of this agreement shall not relieve the client and the Company of any obligations set herein. It also shall not affect the transactions delivered and agreed upon herein and furthermore will not ease the client of any accountability that may arise after the termination. HQBroker has the sole and exclusive rights to make any changes, updates, alterations to the Terms and Conditions without prior notice.

Trading forex and other instruments carries a high level of risk and may not be suitable for all traders, and should therefore only invest with funds manageable by your own means.

**HQBROKER**

HQBroker does not solicit clients whose current addresses are located in USA, France, and Belgium for the time being. While HQBroker caters services to investors from all around the world, governmental restrictions along with our company policies outlaw HQBroker from the following restricted and/or CFAC sanctioned countries: Afghanistan, Botswana, Cote d'Ivoire (Ivory Coast), Cuba, Cyprus, Egypt, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Iraq, Iran, Kyrgyzstan, Lesotho, Liberia, Libya Mali, Niger, North Korea, Senegal, Sierra Leone, Somalia, Syria, Tajikistan, Togo, Turkmenistan, The Democratic Republic of Congo The former Liberian Regime of Charles Taylor, Uzbekistan, Yemen, and Zimbabwe.