Practice Account Terms & Conditions

Agreement for the provision of a practice account to a client

This Agreement is entered into by and between:
IQBroker Europe Ltd (formerly IQOption Europe Ltd) with Registration No. HE327751, with its registered office at 82nd Road, 4 Kato Polemidia, 4153, Limassol, Cyprus (hereinafter referred to as the "Company"), on the one part, and the individual client who has registered for a Demo Account (as defined below) with the Company, on the other part (hereinafter referred to as the "Client"). Collectively the Company and the Client hereinafter referred to as the "Parties".

1. Application of these Terms & Conditions

By the creation and registration of a Demo Account by a client, the Client agrees to and accepts:
(a) These Terms & Conditions of use of his Demo Account, which constitute a legal agreement between the Client and the Company and will bind the Client.
(b) The Company does not provide to the Client any investment services until the client registers a trading account and accepts the terms and conditions for the investment services.
(c) To have acknowledged that he/she has read, understood, and accepted the provisions of the Privacy Policy on the Company's website, http://www.iqbroker.eu (the "Website"), in which, among others, the terms of use by the Company of any data and/or information of the Client (personal or sensitive), is described and/or stated. The Privacy Policy should be read in conjunction with the provisions of paragraph 4 of these Terms & Conditions.

2. Provision of a Free Account

(a) The Company will provide a Free Practice Account to the Client and credit virtual funds to the balance of such account ("Demo Account"). The virtual funds are NOT considered real money and have no value. Virtual funds may not be withdrawn or transferred to other accounts you hold with the Company or with third parties.
(b) The Company agrees to provide the Client with the Demo Account subject to the Client:
   a. Being over 18 years old and of legal competence and sound mind;
   b. Not residing in any country where distribution or provision of services and/or products offered by the Company would be contrary to local law or regulation;
   c. Not being a US Reportable Person;
   d. Not being a retail client residing in Spain;
(c) The Client by registering for a Demo Account declares and confirms all the above representations.

(d) Without derogation from the above, the Company reserves the right, acting reasonably, to suspend or refuse access to and use of the Company's trading platform to anyone at its sole and absolute discretion.
(e) The Demo Account is provided to give Clients a demonstration of the Company's trading platform and to offer Clients the opportunity to trade on simulated real trading conditions. This further allows the Client to gain more experience prior to trading with real funds and facing actual risk. Clients may test their trading strategies and become familiar with the trading platform at their own pace.
(f) The Client is able to place orders and open positions using real-time market data, but it should be noted that these trades are not executed on any exchange.
(g) Clients are able to use charts, follow market trends, and utilize and familiarize themselves with all the tools offered on the Company's trading platform.
(h) The Client is able to request additional virtual funds through the Demo Account and trade for an unlimited period of time with no obligation to deposit real funds.
(i) The Client is able to place orders and open positions (demo deals) in the Company's trading platform and these positions will be kept open for a maximum period of one (1) month; it should be noted however that the Company reserves the right to proceed with the closure of the Client's open demo deals prior to the referred one (1) month timeframe in case the number of open demo deals exceeds the Company's internal threshold limits.
(j) The Company is unable to and, for the avoidance of doubt, in no way does the Company hereby guarantee that the information, content, and functionality provided through the Demo Account will be error-free and/or does not accept any liability for losses incurred (either directly or indirectly) as a result of trading on a Demo Account.
(k) The Company reserves the right to make changes, amend, alter, modify, delete, or add, at any time and without notice, to these Terms & Conditions and to the content and availability of the Demo Account (the "Changes"). The Company shall post such Changes and/or add such Changes to the Terms & Conditions on the Company's Website, and such notification shall be deemed as sufficient notice to the Client and the Changes shall be deemed as accepted by the Client upon the next time the Client shall log in to his Demo Account or following three days from the date of the Changes, whichever occurs earlier.

3. Client Warranties and Representations

The Client, upon his/her registration and/or creation of a Demo Account, hereby warrants and represents to the Company the following:
(a) The Client has the authority to enter into this Agreement and to execute the provisions thereof;
(b) The Client is not under any legal disability with respect to, and is not subject to, any law or regulation which prevents his performance of this Agreement;
(c) The Client acts as principal and not as an authorized representative/attorney or trustee of any third party.
(d) The Client certifies that he has provided accurate, complete, and true information about himself upon registration and will maintain the accuracy of the provided information by promptly updating any registration information that may have changed. Failure to do so may result in Demo Account closure without notice by the Company;
(e) The Client confirms that he/she is not a US Reportable Person.
(f) The Client confirms that he/she is not a retail client residing in Spain;

(g) The Client confirms that he has reached the age of maturity in the country of his/her residency.
(h) The Client confirms that he is of legal competence and/or of sound mind;
(i) The Client confirms that the purpose and reason for registering and operating a Demo Account is to practice trading, on his/her own behalf, in the financial products offered by the Company and to take advantage of the services offered by the Company. The Client warrants that should the reason for operating an IQ Option Trading account change, they will inform the Company immediately.
(j) The Client agrees and accepts that he/she is able to place trades and open positions (demo deals) on the Company's trading platform, and these positions will be kept open for a maximum period of one (1) month.
(k) The Client acknowledges that the Company relies on and takes into consideration the Client's above warranties and representations in the offering of the services connected to a Demo Account to the Client.

4. Confidentiality

(a) The Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement, including without limitation all the communication, documentation, or other information exchanged between them, both during the term of the Agreement and after its termination.
(b) By registering and/or creating a Demo Account, the Client acknowledges and consents to the processing of any personal data provided by him/her to the Company in the manner as described herein and at all times as permitted by applicable laws, including but not limited to the Processing of Personal Data (Protection of Individuals) Law 138 (I) 2001, as amended (the "Law").
(c) The Company has the right, without prior notice to the Client, to disclose personal data or details of the transactions of the Client in order to comply with the requirements of the regulatory authorities in the Republic of Cyprus or abroad. The Company may also disclose such information to its auditors/consultants, provided that they are informed and committed to the confidentiality of the information communicated.
(d) The Company will handle all Clients' personal data according to the relevant laws and regulations for the protection of personal data, as this may be amended from time to time.

5. Warning

Trading using a Demo Account simulates real trading conditions but does not expose you to the risk of loss of real funds. Trading in a Demo Account exposes you to virtual risk and cannot give you an indication of the emotions linked to trading with real funds and real losses. If you feel you are ready to move onto a real trading account, understand that you may not have developed proper risk management techniques and/or market awareness and/or trading skills by using the Demo Account.

6. Regulatory Restrictions

Due to regulatory restrictions applicable in **Spain**, and in particular the **CNMV's Resolution of 11 July 2023**, the use of a practice account is not available to retail clients residing in Spain.