



QUICKTRADE
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WeWork South Africa (Pty) Ltd - The Link
173 Oxford Rd | Rosebank | Johannesburg | Gauteng | 2196

Postnet Suite 31 | Private Bag X81 | Halfway House | 1685



LAST UPDATED JANUARY 2024

GENERAL TERMS & CONDITIONS

These QuickTrade (Pty) Ltd General Terms and Conditions (the "GTC") govern rights and obligations in connection with the use of services provided by QuickTrade (Pty) Ltd (the "Services"), offered mainly through the <https://quicktrade.co.za/> website (the "Website"). Please read these GTCs carefully. You are not obligated to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

1. INTRODUCTORY PROVISIONS

- 1.1. These GTCs govern your ("you", "your", or the "Customer") rights and obligations in connection with the use of the Services provided by QuickTrade (Pty) Ltd, a South African company with its registered office at First Floor, The Link, 173 Oxford Road, Rosebank, Johannesburg, 2196, The Republic of South Africa, Registration Number: 2014/062267/07, ("we", "our", or the "Provider"), from now on referred to as **QuickTrade (Pty) Ltd, QuickTrade, "we", "our", "our Company", or "Provider"**.
- 1.2. By registering on the Website or, where registration is not required, not later than by your first use of the Services, you are entering into a contract with the Provider, the subject of which is the provision of the Services you choose. The GTCs form an integral part of such a contract, and by executing the contract with the Provider, you express your agreement to these GTCs.
- 1.3. The Services are only intended for persons over 18 residing in the country for which the Services are available. By registering on the Website, you confirm that you are over 18. If you are under 18, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services by applicable laws.
- 1.4. The Provider shall not provide Services to a Customer that: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means:

Countries determined by the Provider as such are published on the Website. The Provider reserves the right to refuse, restrict, or terminate the provision of any Services to Customer as per Clause 1.4. Such Customer is prohibited from using the Services, including the Client Dashboard and Trading Platform.
- 1.5. The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX market or simulated trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, access to the Client Dashboard, and other ancillary services, particularly through the Client Dashboard or by providing access to applications provided by the Provider or third parties.

Financial market information is used in the simulated trading; however, you acknowledge that any trading you perform through the Services is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to possess these fictitious funds beyond the scope of their use within the Services, and in particular, that they may not be used for any actual trading and that you are not entitled to the payment of the funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.
- 1.6. NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES BY APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE HELD RESPONSIBLE FOR THEM.
- 1.7. The privacy policy covers your data.
- 1.8. The meaning of these GTC definitions, expressions, and abbreviations can be found in clause 18.



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2. SERVICES AND THEIR ORDER

- 2.1. You can order the Services through the Website by completing the appropriate registration form. After registration, we will e-mail you the login details for the Client Dashboard and allow you access.
- 2.2. The Services include, among other things, the QUICKTRADE Challenge, and its phases; these products may differ in the scope of the Services provided (e.g. by analytical tools available to the Customer).
- 2.3. All data you provide through the registration form, the Client Dashboard, or otherwise must be complete, accurate, and current. You must immediately notify us of any change in your data or update the data in your Client Dashboard. The Customer is responsible for all the provided data being accurate and up to date; the Provider is not obligated to verify the data.
- 2.4. You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or the Client Dashboard, or if you state that you are a legal entity, you will be considered an entrepreneur (trader) for these GTCs. When using the Services, the provisions of these GTCs or the applicable law that grant consumer rights will not apply to you.
- 2.5. The fee for the QUICKTRADE Challenge varies according to the option selected. It depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the QUICKTRADE Challenge and the subsequent phases are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided on our website. The final payment will be determined based on the option you select when completing the form for ordering the QUICKTRADE Challenge. The Provider also reserves the right to provide the Services under individually agreed conditions. The Provider shall determine all individually agreed conditions at its discretion. Individual discounts and other benefits may not be combined unless expressly stipulated otherwise by the Provider.
- 2.6. The Challenge fee paid allows you to access the QUICKTRADE Challenge or the Services provided under the QUICKTRADE Challenge. The Customer is not entitled to a refund of the fee, for example, if the Customer cancels the Customer's Client Dashboard or requests the cancellation by e-mail, if the Customer terminates the use of the Services or the contract (for example, fails to complete the QUICKTRADE Challenge or the phases), fails to meet the conditions of the QUICKTRADE Challenge or the phases, or violates these GTCs.
- 2.7. If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), based on which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its discretion, to stop providing to the Customer any services and refuse any future provision of any services.
- 2.8. When ordering, your choice of the QUICKTRADE Challenge option shall also apply to the subsequent phases. You will start the subsequent phases and, possibly, other related products with the parameters and the same currency corresponding to the option of the QUICKTRADE Challenge you selected. Once you make a selection, it is not possible to change it. If you order a new QUICKTRADE Challenge, the restrictions specified in clause 2.8 shall not apply.
- 2.9. The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.
- 2.10. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your e-mail address. The order is completed upon the delivery of the confirmation to your e-mail address, whereby the contract is executed. In the case of the QUICKTRADE Challenge, the order is completed upon the payment of the fee for the selected option (more on this in clause 3.4), whereby the contract between you and the Provider is executed, the subject of which is the provision of the QUICKTRADE Challenge and, if the conditions of the QUICKTRADE Challenge are met, the phases. The contract is concluded in English. We archive the contract in electronic form and do not allow access.
- 2.11. You acknowledge that to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g., software for using the Trading Platform), at your own risk and expense. The Website is accessible from the most used web browsers. The internet access, equipment purchase, web browser, and updates are at your own risk and expense. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Provider does not charge any additional fees for the internet connection.
- 2.12. You acknowledge that the operators of trading platforms are persons or entities different from the Provider and that their terms and conditions and privacy policies will apply when you use their services and products. Before submitting an order form, you must read those terms and conditions and privacy policies.
- 2.13. If the Customer places an unusually large number of orders for the Services within an unreasonably short time, the Provider may notify the Customer through the Client Dashboard as a protective precaution to mitigate potentially harmful



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behaviour of the Customer. If such unreasonable behaviour continues after such notice, we reserve the right to suspend any further orders of the Services to the Customer. If we identify that the unusual behaviour per this paragraph relates to the Customer's involvement in Forbidden Trading Practices, we may take respective actions as perceived in Section 5 of this GTC. The Provider reserves the right to determine, at its discretion, the nature of the behaviour described above and reasonable boundaries for such determination.

3. PAYMENT TERMS

- 3.1. The fees for the QUICKTRADE Challenge options are in USD. The fee can also be paid in other currencies listed on the Website. If you select any other currency than the USD, the amount of the fee for the selected option of the QUICKTRADE Challenge shall be converted by our rates, and it will automatically display your payment total in your chosen currency so you know how much you are paying before you confirm the order. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the Website, the amount will be converted according to the current exchange rates valid at the time of payment.
- 3.2. Service charges include all taxes. If the Customer is an entrepreneur (trader), he is obliged to fulfil all his tax obligations in connection with the use of our Services under applicable law, and in the event of an obligation, he is obliged to pay tax or other fees properly.
- 3.3. You can pay the fee for the selected option of the QUICKTRADE Challenge by credit card, crypto-currency, bank transfer, or using other means of payment that the Provider currently offers on the Website.
- 3.4. In the event of payment by a card or any other express payment method, the payment shall be made immediately. The Customer bears all fees charged to the Customer by the selected payment service provider (according to the valid pricelist of the payment service provider) in connection with the transaction, and the Customer is obliged to ensure that the respective fee for the selected QUICKTRADE Challenge is paid in full.

4. CLIENT DASHBOARD AND TRADING PLATFORM

- 4.1. Only one Client Dashboard is permitted per Customer, and all Customer Services must be maintained in the Client Dashboard.
- 4.2. The total number of QUICKTRADE Challenges and phases per one Client Dashboard may be limited depending on the total sum of the initial capital amounts of the products ordered by the Customer or based on other parameters. Unless the Provider grants an exception to the Customer, the initial capital amounts may not be transferred between the individual products or mutually combined. You may not transfer or combine your performance, service parameters, data, or other information between the products.
- 4.3. Access to the Client Dashboard and Trading Platform is protected by login data, which the Customer may not make available or share with any third party. If the Customer has registered as a legal entity, the Customer may allow the authorized employees and representatives to use the Services through the Customer's Client Dashboard. The Customer is responsible for all activities performed through the Customer's Client Dashboard or Trading Platform. The Provider bears no responsibility, and the Customer is not entitled to any compensation for any misuse of the Client Dashboard, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences for the Customer if such misuse occurs for any reason on the part of the Customer.
- 4.4. The Customer acknowledges that the Services may not be available around the clock, particularly concerning maintenance, upgrades, or other reasons. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation for the unavailability of the Client Dashboard or Trading Platform and for damage or loss of any data or other content that the Customer uploads, transfers or saves through the Client Dashboard or Trading Platform.
- 4.5. The Customer may request the cancellation of the Client Dashboard at any time by sending an e-mail to support@quicktrade.co.za. Sending a request for the cancellation of the Client Dashboard is considered a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Dashboard and Trading Platform. The Provider will immediately confirm the receipt of the request to the Customer by e-mail, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.



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5. RULES OF DEMO TRADING

- 5.1. During the demo trading on the Trading Platform, you may perform any transactions unless these constitute forbidden trading strategies or practices within the meaning of clause 5.4. You also agree to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the trading conditions of the Trading Platform you selected.
- 5.2. You acknowledge that the Provider can access information about your demo trades on the Trading Platform. You grant the Provider your consent to share this information with persons/entities in a group with the Provider or who are otherwise affiliated with the Provider. You grant the Provider and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part is necessary and that you are not entitled to any remuneration or revenue associated with the use of the data by the Provider. The Provider knows that you do not provide investment advice or recommendations through your demo trading. You acknowledge that you may suspend your demo trading on the Trading Platform anytime.
- 5.3. The Provider bears no responsibility for the information displayed on the Trading Platform or for any interruption, delay, or inaccuracy in the market information displayed through your Client Dashboard.

5.4. FORBIDDEN TRADING PRACTICES

5.4.1. DURING THE DEMO TRADING, IT IS PROHIBITED TO:

- (a) KNOWINGLY OR UNKNOWINGLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES, SUCH AS ERRORS IN THE DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;
- (b) PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;
- (c) PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS; INCLUDING BETWEEN CONNECTED ACCOUNTS OR ACCOUNTS HELD WITH DIFFERENT QUICKTRADE ENTITIES, TRADES OR COMBINATIONS OF TRADES, THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE, BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;
- (d) PERFORM TRADES IN CONTRADICTION WITH THE TERMS AND CONDITIONS OF THE PROVIDER AND THE TRADING PLATFORM;
- (e) USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;
- (f) OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN THE FOREX MARKET OR ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT THE PROVIDER MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES (E.G. OVER-LEVERAGING, OVER-EXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING).

5.4.2. As our Customer, you should understand and agree that all our Services are for Customer's personal use only, meaning that only you personally can access your QUICKTRADE Challenge accounts and perform trades. For that reason, you should not, and you agree not to,

- (a) allow access to and trading on your QUICKTRADE Challenge accounts by any third party, nor you shall engage or cooperate with any third party to have such third party perform trades for you, whether such third party is a private person or a professional;
- (b) access any third-party QUICKTRADE Challenge accounts, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate, or manage the QUICKTRADE Challenge accounts on behalf of another user, all whether performed as a professional or otherwise.

Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice under Section 5.4. with respective consequences as perceived under this GTC.



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- 5.4.3. Furthermore, Customer shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets; this includes, among others, the following practices (i) opening substantially larger position sizes compared to Customer's other trades, whether on this or any other Customer's account or (ii) opening a substantially smaller or larger number of positions compared to Customer's other trades, whether on this or any other Customer's account.
- 5.4.4. It is prohibited for customers to access QuickTrade Challenge accounts and perform trades from more than one IP address simultaneously. Customers must ensure that only one IP address is used to access their accounts at any time.
- The Provider reserves the right to determine, at its discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.
- 5.5. If the Customer engages in any of the Forbidden Trading Practices described in clause 5.4,
- (i) the Provider may consider it as a failure to meet the conditions of the particular QUICKTRADE Challenge and phases,
 - (ii) the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the demo trading, (iii) to immediately cancel all Services provided to the Customer and subsequently terminate this contract, or (iv) reduce the offered leverage on products to 1:30 on any or all Customer's accounts.
- 5.6. When some or all Forbidden Trading Practices are executed on one or more QUICKTRADE Challenge accounts of one Customer, accounts of various Customers, or by combining trading through QUICKTRADE Challenge accounts and QUICKTRADE Trader accounts, the Provider is entitled to cancel all Services and terminate all respective contracts related to any Customer's QUICKTRADE Challenge accounts and/or apply other measures in Clause 5.5. The Provider may exercise any actions in Clauses 5.5 and 5.6 at its discretion.
- 5.7. If any QUICKTRADE Trader accounts were used for or were involved in the Forbidden Trading Practices: This will constitute a breach of the respective terms and conditions for the QUICKTRADE Trader account, which may result in the cancellation of all such user accounts and termination of respective agreements by QUICKTRADE.
- 5.8. If the Customer engages in any of the practices described in clause 5.4 repeatedly, and the Provider has previously notified the Customer thereof, the Provider may prevent the Customer from accessing all Services or their parts, including access to the Client Dashboard and Trading Platform, without any compensation. In such a case, the Customer is not entitled to a refund of the fees paid.
- 5.9. The Provider does not bear any responsibility for trading or other investment activities performed by the Customer outside the relationship with the Provider, for example, by using data or other information from the Client Dashboard, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.
- 5.10. DEVELOPMENTS IN FINANCIAL MARKETS ARE SUBJECT TO FREQUENT AND ABRUPT CHANGES. TRADING ON FINANCIAL MARKETS MAY NOT BE PROFITABLE AND CAN LEAD TO SIGNIFICANT FINANCIAL LOSSES. ANY PREVIOUS PERFORMANCES AND PROFITS OF THE CUSTOMER'S DEMO TRADING ARE NOT A GUARANTEE OR INDICATION OF ANY FURTHER PERFORMANCE.

6. QUICKTRADE CHALLENGE ACCOUNT

- 6.1. After paying the fee for the selected option of the QUICKTRADE Challenge, the Customer will receive the relevant login data for the Trading Platform at the e-mail address provided by the Customer and in the Client Dashboard. The Customer activates the QUICKTRADE Challenge by making payment for the Challenge. YOU ACKNOWLEDGE THAT, BY MAKING PAYMENT FOR THE CHALLENGE, YOU EXPRESSLY DEMAND THE PROVIDER TO PROVIDE COMPLETE SERVICES. IF YOU ARE A CONSUMER, IT MEANS THE COMPLETION OF SERVICES BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT, AS SPECIFIED IN MORE DETAIL IN CLAUSE 12. If you do not execute trades on the QUICKTRADE Challenge within 30 calendar days of the date it was made available, your access to it will be suspended. You can request the renewal of access via the Client Dashboard or by sending an e-mail to support@quicktrade.co.za within six months of the initial suspension; otherwise, we will terminate the provision of the Services without any right to refund the fee.
- 6.2. For the Customer to meet the conditions of the QUICKTRADE Challenge, the Customer must fulfil all the following parameters at the same time:



- 6.2.1. The customer has opened and closed at least FIVE demo trades on each of the Minimum Trading Days specified for each phase of the Challenge;
- 6.2.2. At no time during the QUICKTRADE Challenge did the Customer report a Permitted Daily Loss on any demo trades opened and closed, which would exceed the percentage of the initial capital for the respective option as described below:

Evaluation - Phase 1 - in total, 4% of the initial capital is the maximum Permitted Daily Loss

Verification - Phase 2 - in total, 3% of the initial capital is the maximum Permitted Daily Loss

Consistency - Phase 3 - in total, 2% of the initial capital is the maximum Permitted Daily Loss

- 6.2.3. At no time during the QUICKTRADE Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed in total the percentage of the initial capital for the respective option as described below:

Evaluation - Phase 1 - in total, 7% of the initial capital is the maximum Permitted Total Loss

Verification - Phase 2 - in total, 6% of the initial capital is the maximum Permitted Total Loss

Consistency - Phase 3 - in total, 5% of the initial capital is the maximum Permitted Total Loss

- 6.2.4. The customer is in a total profit on all closed demo trades amounting to at least the percentage of the initial capital for the respective option as described below:

Evaluation - Phase 1 - in total, 10% of the initial capital is the Profit Target

Verification - Phase 2 - in total, 12% of the initial capital is the Profit Target

Consistency - Phase 3 - in total, 14% of the initial capital is the Profit Target

The above parameters are explained in more detail on the QUICKTRADE Website.

- 6.3. If the Customer has met the conditions of the QUICKTRADE Challenge specified in clause 6.2 and has not violated these GTCs, in particular the rules of demo trading under clause 5.4, the Provider will deem the QUICKTRADE Evaluation Challenge phase as successful and will make the next phases available to the Customer free of charge by sending login details to the Customer's e-mail address and Client Dashboard. The Provider does not have to evaluate the QUICKTRADE Challenge if the Customer has not closed all trades.
- 6.4. The Customer activates the next phase of the Challenge by opening the first demo trade in the Trading Platform. If the Customer does not activate the next phase within 30 calendar days of receiving the new login data, the Customer's access to the phase will be suspended. The Customer may request the renewal of access via the Client Dashboard or by sending an e-mail to support@quicktrade.co.za within six months of the suspension; otherwise, we will terminate the provision of the Services without any right to a refund.
- 6.5. If during the QUICKTRADE Challenge, the Customer does not comply with all of the conditions specified in clause 6.2.2. or 6.2.3. or 6.2.4., the QUICKTRADE Challenge will be evaluated as unsuccessful, and the Customer will not be allowed access to the subsequent phase. If, during the phases, the Customer does not comply with any of the conditions specified in clause 6.5.2. or 6.5.3., the phase will be evaluated as unsuccessful, and the Customer will not be recommended as a candidate for the Proprietary Firm Trader program. In such cases, the Customer's account and Services will be cancelled without a refund of fees already paid.
- 6.6. If the above conditions are met, the Provider will evaluate the Challenge accounts as successful and recommend the Customer as a candidate for the Trader program. However, the provider does not have to evaluate the Challenge accounts if the Customer has not closed all transactions.
- 6.7. The provider's recommendation of the Customer as a candidate for the Proprietary Firm Trader Program does not guarantee the Customer's acceptance into the Program. The Provider is not responsible for the Customer's rejection by the Proprietary Firms Trader Program for any reason or no reason.

7. PROPRIETARY FIRM TRADER

- 7.1. If the Customer passes all the phases of the Challenge, a third-party company may offer the customer a contract to participate in the proprietary firm trader program at its sole discretion. The terms, conditions, and agreement between the Customer and a third-party company are strictly between the Customer and the third-party company.
- 7.2. QUICKTRADE is not a party to the Proprietary Firms Trader Program agreement - or lack thereof - executed between the third-party company and the Customer. The Customer acknowledges that their personal data may be shared with a third-party company to consider offering such a contract.



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8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

- 8.1. The Website and all Services, including the Client Dashboard, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the "Content"), are subject to legal protection under copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content to use the Services for your personal use and under the Services' purpose. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.
- 8.2. All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors, and the Provider does not grant you any authorization to use them.
- 8.3. Both the Customer and the Provider undertake to act under the principles of fair dealing in the performance of the contract and mutual negotiations and, in particular, not to damage the other party's good reputation and legitimate interests. The Customer and the Provider will resolve any possible disagreements or disputes between them under these GTCs and the applicable law.
- 8.4. Except for the rights expressly set out in these GTCs, the Provider does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content in these GTCs.
- 8.5. When accessing the Services and other Content, the following is prohibited:
 - 8.5.1. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs, or other deficiencies of the Website and Services;
 - 8.5.2. to circumvent geographical restrictions of availability or any other technical restrictions;
 - 8.5.3. to make copies or back-ups of the Website and other Content;
 - 8.5.4. to reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content;
 - 8.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;
 - 8.5.6. to use automated means to view, display or collect information available through the Website or Services; and
 - 8.5.7. to use any other tools or means that could cause any damage to the Provider.
- 8.6. The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights, which cannot be excluded by law.

9. DISCLAIMER

- 9.1. YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS AND SHORTCOMINGS AND THAT THEIR USE IS YOUR SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LAWS, THE PROVIDER DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS, AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.
- 9.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, THE PROVIDER IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY TOOL, FUNCTIONALITY, INFORMATION OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. THE PROVIDER IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER THIRD-PARTY CONTENT THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE THE PROVIDER'S LIABILITY IS INFERRED IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY, THIS LIABILITY SHALL BE LIMITED TO THE AMOUNT CORRESPONDING TO THE FEE PAID BY THE CUSTOMER FOR THE SERVICES IN CONNECTION WITH WHICH THE CUSTOMER HAS INCURRED THE LOSS.



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- 9.3. The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.4. The Provider is not responsible for its failure to provide the purchased Services if that failure occurs due to serious technical or operational reasons beyond the Provider's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other force majeure events, and/or if the Provider is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.
- 9.5. The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

10. VIOLATION OF THE GTC

- 10.1. IF THE CUSTOMER VIOLATES ANY PROVISION OF THESE GTCs IN A MANNER THAT MAY CAUSE ANY HARM TO THE PROVIDER, IN PARTICULAR, IF THE CUSTOMER ACCESSES THE SERVICES IN CONFLICT WITH CLAUSE 1.3 OR 1.4, IF THE CUSTOMER PROVIDES INCOMPLETE, UNTRUE OR NON- UPDATED INFORMATION IN CONFLICT WITH CLAUSE 2.3, IF THE CUSTOMER ACTS IN A MANNER THAT MAY DAMAGE THE PROVIDER'S GOOD REPUTATION, IF THE CUSTOMER VIOLATES THE DEMO TRADING RULES UNDER CLAUSE 5.4, IF THE CUSTOMER ACTS IN CONFLICT WITH CLAUSE 8.3, AND/OR IF THE CUSTOMER PERFORMS ANY OF THE ACTIVITIES REFERRED TO IN CLAUSE 8.5, THE PROVIDER MAY PREVENT THE CUSTOMER FROM ORDERING ANY OTHER SERVICES AND COMPLETELY OR PARTIALLY RESTRICT THE CUSTOMER'S ACCESS TO ALL OR ONLY SOME SERVICES, INCLUDING ACCESS TO THE CLIENT DASHBOARD AND TRADING PLATFORM, WITHOUT ANY PRIOR NOTICE AND WITHOUT ANY COMPENSATION.

11. COMMUNICATION

- 11.1. You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will occur through the Client Dashboard or your e-mail address, which you used to register with us. Written, electronic communication by e-mail or through the Client Dashboard is also considered a written communication.
- 11.2. Our contact e-mail address is support@quicktrade.co.za, and our contact address is First Floor, The Link, 173 Oxford Road, Rosebank, Johannesburg, 2196, The Republic of South Africa.

12. RIGHT TO WITHDRAW FROM A CONTRACT

- 12.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within seven days of its execution (see clause 2.10 for details on the time of execution of the agreement). PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.
- 12.2. Your withdrawal from the contract must be sent to our e-mail address, support@quicktrade.co.za, within the specified time limit. We will confirm the receipt of your email without undue delay. If you withdraw from the contract, we will refund all fees we have received from you in the same way you paid them no later than 14 days after your withdrawal from the contract.
- 12.3. The Provider is entitled to withdraw from the contract in the case of any breach by the Customer specified in Clause 10. The withdrawal has effect from the day of its delivery to the Customer's e-mail address or through the Client Dashboard.

13. DEFECTIVE PERFORMANCES

- 13.1. If the Services do not correspond to what was agreed or have not been provided, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address or our address listed in clause 11.2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. You can withdraw from the contract or claim a reasonable discount if the defect cannot be remedied.
- 13.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. You can withdraw from the contract if we do not settle the complaint promptly. You can file a complaint by sending an e-mail to our e-mail address support@quicktrade.co.za



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14. CHANGES TO THE GTC

- 14.1. The Provider reserves the right to change these GTCs occasionally with effect for the contract previously entered by the Customer. The Provider will notify the Customer of the change to the GTCs at least seven days before the change in the GTCs is effective via the Client Dashboard or by e-mail. If the Customer does not agree with the change, the Customer is entitled to reject it. The Customer must do so no later than the last business day before these changes take effect by sending the rejection to our e-mail address support@quicktrade.co.za. Upon receiving such rejection, the contract will be terminated. If the Customer does not reject the change, it is considered that they agree to the new version of GTCs.
- 14.2. If the change offers the Customer a new service or other additional functionalities or is solely to their advantage, the Provider can inform the Customer about this change less than seven days before the effective date of such change but no later than the day before its effectiveness.
- 14.3. The Provider will mainly change these GTCs for the following reasons:
- 14.3.1. to introduce new services or products or amend existing services or products;
 - 14.3.2. to reflect legal or regulatory requirements that apply to the Provider;
 - 14.3.3. when the Provider will try to make these GTCs easier to understand or more helpful to the Customer;
 - 14.3.4. to adjust the way our Services are provided, particularly if the change is needed because of a change in the way the technology is provided or background processes;
 - 14.3.5. to reflect changes in the cost of running our business.

15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT

- 15.1. It is our objective that our customers are satisfied with the QUICKTRADE services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you. You can contact us at our e-mail address or at the address listed in clause 11.2.

16. CHOICE OF LAW AND JURISDICTION

- 16.1. Any legal relations established by these GTCs or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the Republic of South Africa. Any dispute that may arise in connection with these GTCs and/or related agreements will fall within the jurisdiction of the Johannesburg court, which has local jurisdiction according to the Provider's registered office.
- 16.2. The provisions of clause 16.1 do not deprive the consumers of the protection afforded to them by the mandatory laws of the Republic of South Africa or any other jurisdiction.

17. DURATION AND TERMINATION OF THE CONTRACT

- 17.1. The contract is concluded definitively until the QUICKTRADE Challenge is passed or failed per clause 6.2.
- 17.2. Either party may terminate the contract earlier by these GTCs. The contract terminates automatically and immediately if the Customer does not open at least one demo trade during the QUICKTRADE Challenge for 30 consecutive days.
- 17.3. Notwithstanding clause 17.2, the Provider may terminate this contract with cause and immediate effect when the provision of Services under contract would affect its ability to adhere to its legal obligations, orders, or decisions of governmental bodies or other regulators.
- 17.4. Either Party may terminate this contract without cause by serving the other Party with written notice at least seven days in advance by Clause 11.

18. FINAL PROVISIONS

- 18.1. The Provider has not adopted any consumer's codes of conduct.
- 18.2. These GTCs constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTCs, whether verbal or written.
- 18.3. Nothing in these GTCs is intended to limit any legal claims set out elsewhere in these GTCs or arising from the applicable law. If the Provider or any third party authorized thereto does not enforce compliance with these GTCs, this cannot be construed as a waiver of any right or claim.



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- 18.4. The Provider may assign any claim arising to the Provider from these GTCs or any agreement to a third party without your consent. You agree that the Provider may, as the assignor, transfer its rights and obligations under these GTCs or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these GTCs or any agreements or parts thereof, or any receivables arising from them, in whole or part, to any third party.
- 18.5. If any provision of the GTCs is found invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject matter of the performance, which is not expressly referred to in the GTCs, shall be applied, and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.
- 18.6. The schedules of the GTCs form integral parts of the GTCs. In the event of a conflict between the wording of the main text of the GTCs and any schedule thereof, the main text of the GTCs shall prevail.
- 18.7. Before mutually accepting these GTCs, the parties carefully assessed and accepted the possible risks.

19. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

19.1. For the purposes of the GTCs, the following definitions shall have the following meanings:

- 19.1.1. **"Client Dashboard"** means the user interface located on the Website;
- 19.1.2. **"Content"** means the Website and all Services, including the Client Dashboard, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services (as set out in clause 8.1);
- 19.1.3. **"Customer"** means the user of the Services (as set out in clause 1.1);
- 19.1.4. **"Events"** means events as set out in clause 5.4.1(f)(l);
- 19.1.5. **"QUICKTRADE Challenge Account"** means Demo trading accounts offered as part of the Services by the Provider;
- 19.1.6. **"QUICKTRADE Trader Account"** means a trading account which relates to the QUICKTRADE Trader program;
- 19.1.7. **"Forbidden Trading Practices"** means trading practices strictly forbidden while using our Services and are more detailed in Section 5.4 of these GTCs;
- 19.1.8. **"GTCs"** means these General Terms and Conditions of QUICKTRADE;
- 19.1.9. **"Provider"** means the provider of certain Services (as set out in clause 1.1);
- 19.1.10. **"Schedules"** means Schedule 1 and any other Schedules as applicable, which are part of these GTCs;
- 19.1.11. **"Services"** means the Provider's services as set out in clauses 1.1 and 1.5;
- 19.1.12. **"Trading Platform"** means an electronic interface provided by QUICKTRADE in which the Customer performs the demo trading; and
- 19.1.13. **"Website"** means the website <https://quicktrade.co.za>
- 19.2. For the purposes of the GTCs and their schedules, the following expressions and abbreviations shall have the following meanings:
- 19.2.1. **"Calendar day"** means the period from midnight to midnight of the time currently valid in Johannesburg, South Africa (Central Africa Time, (GMT+2));
- 19.2.2. **"Initial capital"** means a fictitious amount that the Customer has chosen when selecting the option of the QUICKTRADE Challenge, which the Customer will use to perform demo trading;
- 19.2.3. **"USD"** means the United States dollar;

These GTCs shall enter into force and effect on 17 JANUARY 2024.



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SCHEDULE 1

OPTIONS OF QUICKTRADE CHALLENGE ACCOUNTS

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 10,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 20,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 30,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 40,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 50,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 100,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 150,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 200,000**

QUICKTRADE CHALLENGE accounts with an initial capital of **USD 250,000**