QMMFX LIMITED — Introducing Broker Agreement

English Translation | Part 9 | Articles 55–62

Article 55 — Limitation of QMMFX Liability

55.1. To the maximum extent permitted by applicable law, QMMFX shall not be liable for indirect, consequential or incidental losses, or loss of business opportunities suffered by the IB arising from ordinary market conditions or the IB's independent business decisions.

55.2. The Company shall not be responsible for guaranteeing any particular level of income, number of clients, or profitability of the IB's activities.

55.3. QMMFX does not warrant that its electronic services, IB Panel or website will be available at all times without interruption or error.

55.4. Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.

55.5. QMMFX shall not be liable for independent acts of the IB undertaken outside the scope of authority granted under this Agreement, except where liability attaches to the Company under applicable law.

Article 56 — Technical Disruptions and System Errors

56.1. In the event of a technical disruption, software defect, communications outage or calculation error, the Company may review the relevant records and calculations.

56.2. An obvious technical error shall not create an unjustified entitlement to commissions or other financial benefits.

56.3. Where an error is established, the Company may correct the relevant information and calculations based on accurate records.

56.4. The Company shall use reasonable efforts to remedy disruptions within its control within an appropriate period.

Article 57 — Force Majeure

57.1. Neither Party shall be liable for delay or failure to perform an obligation to the extent that its performance is directly affected by an event beyond that Party's reasonable control.

57.2. Force majeure events may include: (a) natural disasters; (b) war, riots or widespread civil unrest; (c) widespread internet or telecommunications outages; (d) major cyberattacks beyond reasonable control; (e) material disruptions to financial infrastructure or critical service providers; (f) emergency decisions by governments or legal authorities; (g) new sanctions or legal restrictions; (h) closure or severe disruption of financial markets; and (i) other unforeseeable events beyond the affected Party's reasonable control.

57.3. The affected Party shall, where possible, take reasonable steps to mitigate the effects of the event.

57.4. If force majeure circumstances continue for an extended period and continuation of the relationship becomes impossible, either Party may terminate the relationship in accordance with this Agreement.

Article 58 — No Waiver of Rights

58.1. Failure or delay by QMMFX or the IB to exercise any contractual right shall not constitute a permanent waiver of that right.

58.2. The Company's failure to take action in respect of a breach on one occasion shall not constitute acceptance of the same conduct on subsequent occasions.

58.3. Any express waiver of a right must be clearly stated and capable of proof, and shall apply only to the specific matter concerned.

Article 59 — Amendments and Updates to the Agreement

59.1. QMMFX may amend, supplement or update this Agreement due to changes in business, operational, technical, legal or regulatory circumstances, market conditions, the structure of the IB Program, liquidity-provider arrangements, or other legitimate reasons.

59.2. Amendments may be notified to the IB through one or more of the following: (a) email to the IB's registered address; (b) a notice in the user account or IB Panel; (c) publication of the revised version on the official QMMFX website; (d) notification through the Company's official systems; or (e) other official communication methods made available by the Company.

59.3. The Company may specify an effective date for amendments.

59.4. Where changes materially affect the IB's rights or obligations, the Company will endeavour, where practicable, to provide appropriate advance notice, unless immediate implementation is necessary for legal, security, risk-management or circumstances beyond the Company's control.

59.5. Continued use of the IB Program after the amended version takes effect shall, to the extent permitted by applicable law, constitute acceptance of continued cooperation under the amended terms.

59.6. If the IB does not agree to the new terms, the IB may submit a request to terminate the relationship in accordance with this Agreement before continuing activities under the new terms.

59.7. Amendments shall not automatically extinguish vested and legitimate financial rights accrued before their effective date, except in cases involving fraud, abuse, calculation errors or other matters subject to correction under this Agreement.

Article 60 — Official Notices

60.1. The IB is responsible for providing and maintaining accurate and current contact information in the user account.

60.2. Company notices may be delivered through the registered email address, user account, IB Panel, official website or other official channels.

60.3. The IB is responsible for checking the relevant official communication channels at reasonable intervals for notices concerning the relationship.

60.4. Failure by the IB to see a notice shall not, in itself, invalidate the notice if the Company properly sent or published it through an announced official channel, subject to applicable legal requirements.

60.5. Official communications concerning the IB Program may be sent to: ib@qmmfx.com.

60.6. General communications concerning QMMFX services and support may be sent to: support@qmmfx.com.

60.7. The Company may designate new contact addresses or official channels in the future and announce such changes through its website or other official channels.

Article 61 — Term of the Agreement

61.1. This Agreement shall take effect upon QMMFX's approval of the IB application and the IB's electronic acceptance of its terms.

61.2. This Agreement shall remain in force for an indefinite term unless terminated in accordance with its provisions.

61.3. The continued validity of this Agreement is subject to the Parties maintaining the requirements for cooperation and complying with its provisions.

61.4. Nothing in this Article prevents either Party from terminating the relationship in accordance with the terms of this Agreement.

Article 62 — Governing Law

62.1. This Agreement and the legal relations arising from it shall, without prejudice to mandatory rules of law that cannot legally be excluded, be governed by the laws applicable at the registered place of QMMFX LIMITED in the Autonomous Island of Anjouan, Union of the Comoros.

62.2. The interpretation, validity and enforcement of this Agreement shall be governed by the foregoing applicable law, unless a mandatory legal rule requires otherwise.

62.3. The IB is responsible for reviewing the legal requirements applicable to its activities in its place of residence or operation, and this Agreement shall not be construed as legal advice concerning the IB's local laws.