



GENERAL TERMS AND CONDITIONS OF BUSINESS

UP GLOBAL MARKETS LTD

Licensed by the Financial Services Commission (FSC) Mauritius

License No. **GB25204570** – Investment Dealer (Full Service Dealer, Excluding Underwriting)

Registered Address: 4th Floor, Docks 4, The Docks, Caudan, Port Louis, Mauritius

Support Email: support@upforex.com

Version: 9th July 2025, **Version: V1**



**TERMS AND
CONDITIONS**

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1. GENERAL PROVISIONS

1.1 Regulatory Status – UP Global Markets Ltd (“the Company”) is incorporated in Mauritius and licensed by the Financial Services Commission (FSC) as an Investment Dealer.

1.2 Scope of Agreement – These General Business Terms (“Terms”) govern the legal relationship between the Company and its Clients with respect to the opening and operation of trading accounts, execution of orders, and resolution of disputes.

1.3 Acceptance of Terms – By opening an account with the Company, the Client confirms full acceptance of these Terms and acknowledges that leveraged trading involves a high risk of loss.

1.4 No Advice – The Company provides execution-only services and does not offer investment advice, portfolio management, or guaranteed returns.

1.5 Language – This Agreement is provided in English. In the event of translation discrepancies, the English version shall prevail.

2. CLIENT ACCOUNTS

2.1 Account Opening – Clients must complete account registration and comply with Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements.

2.2 Deposits & Withdrawals – Deposits and withdrawals must be made via approved methods. The Company may delay or block withdrawals if suspicious activity or breach of Terms is suspected.

2.3 Client Responsibility – Clients are solely responsible for safeguarding login credentials, monitoring their accounts, and ensuring compliance with these Terms.

3. TRADING TRANSACTIONS

3.1 Quotes & Pricing – All trades are executed based on Bid/Ask prices provided by liquidity providers. Spreads are variable and subject to change during volatility or low liquidity.

3.2 Execution – Orders are executed on a Market Execution basis. Slippage may occur.

3.3 Stop-Outs – If margin falls below the Company's stop-out threshold, positions may be closed automatically without prior notice.

3.4 Records – Company server logs and trade records are final and binding in case of disputes.

4. PROHIBITED TRADING PRACTICES

The following practices are strictly prohibited and may result in trade cancellation, removal of profits, account suspension, or permanent termination without notice:

4.1 Scalping & High-Frequency Trading (HFT) – Trades closed within 5 minutes, excessive rapid-fire transactions, or algorithmic hedging.

4.2 Latency Arbitrage – Exploiting feed delays, software exploits, or arbitrage systems.

4.3 Spoofing / Layering – Entering false or misleading orders with the intent to cancel or manipulate market perception.

4.4 VPN / Multi-Account Abuse – Trading via VPNs, duplicate IP addresses, or coordinated accounts for unfair advantage.

4.5 Fraudulent / Manipulative Flow – Any trade flow designed to exploit technical limitations.

4.6 Bonus Abuse – Misuse of promotional bonus programs, including attempts to withdraw bonus-generated funds.

4.7 Swap Abuse – Opening or holding positions solely to exploit swap rate differences without legitimate trading intent.

4.8 Minimum Trade Duration – Each trade must remain open for at least 5 minutes.

4.9 Company Rights – The Company reserves the right to delete, adjust, or void any transactions found to breach these rules.

5. MARGIN & RISK MANAGEMENT

5.1 Responsibility – The Client is fully responsible for monitoring positions and maintaining sufficient margin.

5.2 Automatic Liquidation – Positions may be closed automatically when equity falls below the margin requirement.

5.3 Negative Balance – The Client remains responsible for covering any negative balances unless otherwise specified.

6. COMPANY RIGHTS

6.1 Suspension of Trading Activity – The Company has the right to suspend a Client's trading activity in order to review trade flow, validate with liquidity providers, associated banks, or any relevant counterparties. The Company shall respond within 5 working days with one of the following outcomes:

- Restore trading account if no breach is found.
- Delete suspicious trades if confirmed manipulative or abusive.
- Terminate the account in case of repeated or severe violations.

The Client agrees to be bound by such findings and outcomes.

6.2 Investigations – The Company may request further documentation from Clients and may block deposits/withdrawals during investigations.

6.3 Final Records – Company server logs and internal records are considered final evidence in disputes.

7. DISPUTE RESOLUTION

7.1 Clients may raise complaints via official support channels (support@upforex.com).

7.2 Disputes will be reviewed based on Company records only; external feeds or unrelated broker data will not be considered.

7.3 Company decisions regarding abusive trading flows shall be final.

8. FORCE MAJEURE & TECHNOLOGY RISKS

8.1 The Company shall not be held liable for any delay, disruption, or financial loss arising from circumstances beyond its reasonable control (“Force Majeure Events”), including but not limited to:

1. Natural disasters, fire, floods, earthquakes.
2. War, terrorism, riots, strikes, civil unrest.
3. Failures of telecommunications, internet, or power supply.
4. Government restrictions, regulatory actions, or changes in law.
5. Market disruptions, suspension of trading, or extraordinary volatility.
6. Technology failures, malfunctions, or mistakes caused by third-party tools, plugins, liquidity bridges, software providers, payment processors, or other systems integrated with the Company’s trading platforms.

8.2 In case of any error, malfunction, or failure in such systems leading to incorrect pricing, duplicate trades, delayed execution, or false account balances, the Company reserves the right to:

1. Cancel or adjust affected trades.
2. Reverse profits or losses arising from such errors.
3. Suspend account activity until the issue is resolved.

8.3 The Client agrees that the Company shall not be liable for any losses arising from such technological or third-party failures, and that Company records (server logs and verified trade history) shall be final and binding.

9. GOVERNING LAW & ARBITRATION

9.1 These Terms shall be governed by the laws of Mauritius.

9.2 Any disputes that cannot be resolved amicably shall be referred to binding arbitration under the rules of the Singapore International Arbitration Centre (SIAC).

- The seat of arbitration shall be Singapore.
- The language of arbitration shall be English.
- The arbitral award shall be final and binding on both parties.

9.3 For regulatory matters under FSC oversight, the Client may also escalate disputes to the Mauritius Financial Services Commission (FSC).

10. INTERPRETATION OF TERMS

In these General Business Terms, words and expressions shall have the meanings given in the Company's Client Agreement. In the absence of a definition there, the following definitions shall apply:

10.1 Account History – All completed transactions, deposits, withdrawals, and adjustments on the Client's trading account.

10.2 Account Type – The trading account structure and conditions as specified on the Company's website. The account type is selected during registration and cannot be changed afterwards.

10.3 Auto Referral Activity – Any situation where an Introducing Broker receives commission from trading accounts directly or indirectly controlled by the same person or entity.

10.4 Bar / Candle – A chart element showing open, close, high, and low prices for a defined time period (e.g., 1 minute, 1 hour, 1 day).

10.5 Basic Market – The underlying market in which the referenced asset for a CFD is traded.

10.6 Buy Limit / Buy Stop / Sell Limit / Sell Stop – Order types as defined in the Company's trading platform.

10.7 Chart – A graphical representation of price data streamed by the Company's platform.

10.8 Client Terminal Log File – A file created by the trading terminal that records all Client requests and instructions.

10.9 Company Account – Any bank account, digital account, or payment processor account held by the Company for processing deposits and withdrawals.

10.10 Controversial Situation – A situation where the Client or the Company alleges a breach of these Terms or the Client Agreement, including disputes over execution, pricing, or errors.

10.11 Day Order – A pending order that automatically expires at the end of the trading session.

10.12 Doubtful Operations – Activities or transactions considered suspicious, fraudulent, or lacking legitimate economic purpose.

10.13 Electronic Payment System – Third-party systems used to process online deposits and withdrawals (e.g., banks, card processors, e-wallets).

10.14 Fast Market – A condition of rapid price movement (e.g., during major news events) often resulting in slippage or widened spreads.

10.15 Flat Market – A condition with very low volatility and minimal price changes, typically around holidays.

10.16 Full Complete Transaction – A round-turn trade consisting of an opening and closing position of equal size.

10.17 GTC (Good Till Cancelled) – An order that remains valid until executed or manually cancelled.

10.18 Instant Execution / Market Execution – Execution methods available on the Company's platform. Instant Execution executes at quoted price (or requote), while Market Execution fills at the next available price.

10.19 Limit & Stop Levels – The minimum distance in pips between current market price and pending orders, as defined in contract specifications.

10.20 Liquidity Provider – A financial institution providing pricing and execution to the Company.

10.21 Locked Positions (Hedging) – Holding both long and short positions of the same size on the same instrument.

10.22 Market Conditions – Either normal conditions (regular liquidity, stable pricing) or abnormal conditions (low liquidity, gaps, volatility).

10.23 Market Opening – The resumption of trading after weekends or holidays.

10.24 Maximum Deviation – The maximum pip difference set by the Client when executing orders under Instant Execution.

10.25 Non-Market Quote / Spike – An erroneous or abnormal price feed not reflective of actual market conditions, which may be deleted from records.

10.26 Non-Trading Operations – Deposits, withdrawals, password changes, leverage adjustments, or complaints.

10.27 Order Ticket – A unique identifier assigned to each trade or order.

10.28 Pending Order – A Client instruction to open a trade when the market reaches a specified price.

10.29 Pip / Point – The smallest unit of price movement in a financial instrument.

10.30 Price Gap – A sudden difference between consecutive quotes, often caused by market events.

10.31 Quoting / Quotes Base – The process and database of providing Clients with price streams for execution.

10.32 Rate – The price of the base currency in terms of the quote currency for Forex instruments.

10.33 Requested Price – The price the Client specifies in a trade order.

10.34 Server Log File – The Company's server record of all orders, modifications, and executions, which shall be final in disputes.

10.35 Stop Loss / Take Profit – Client orders to automatically close positions when price reaches a predefined unfavorable (Stop Loss) or favorable (Take Profit) level.

10.36 Stop Out – The automatic closure of positions when account equity falls below required margin levels.

10.37 Ticker – The trading symbol identifying a specific instrument.

10.38 Trading Operations – Buying/selling financial instruments and placing, modifying, or cancelling orders.

10.39 Trading Platform Time Zone – The server time zone used by the Company's trading platform (GMT+0 unless otherwise specified).

10.40 Trailing Stop – A stop order that adjusts automatically to lock in profits as the market moves in favor of the Client's position.

10.41 Trading Volume – The total size of trades measured in lots.

10.42 Limit Order / Stop Order – Client requests to buy or sell an instrument at a specific price level, subject to execution rules.