

Terms of Service

Overview

This website, FirstClass Forex Funds, is owned and operated by FirstClass Trading Solutions LTD (collectively, the “Company”). The Company offers this website, including all information, tools, and services available from this site to you, the user, conditional to your acceptance of all terms, conditions, policies and notices stated here.

By using our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering on the website, you confirm that you are over 18 years of age. If you are under 18 years of age, 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 in accordance with applicable laws.

Any new features or tools which are added to the current store (underprovided accounts section) shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH 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 RESPONSIBLE FOR THEM.

We may grant access to third parties to our website to troubleshoot and/or maintain website, database, or infrastructure related issues. These accesses are monitored and removed after scope of work is performed.

ALL PAYMENTS BY YOU ARE FINAL AND FOR EVALUATION PURPOSES ONLY.

One-time fee only per evaluation.

No recurring charges, no membership, or other hidden fees. The evaluation is a singular tier of either the 1-Step or 2-Step Evaluations.

The registration fees are paid for allowing you to access the FirstClass Forex Funds platform, models, and services. The Customer is not entitled to a refund of the registration fees if the service has been started (i.e. started trading on our platform).

Section 1 – Online Registration Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our services for any illegal or unauthorized purpose nor may you, in the use of services.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. Any violation of the provision shall be deemed a violation of copyright and will result in a claim against you for all damage resulting from and any benefit obtained by you for such violation.

You agree that your system of trading is not proprietary and will make no claim against anyone under the premise that your system has been copied for any purpose.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness, and Timeliness of Information

We make every effort to ensure that the information we provide is accurate, however the information is also supplied by third parties, and we are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk. As an option to mitigate your risk you are always welcome to email your questions at support@firstclassforexfunds.com

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 – Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (accounts provided) (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

Section 5 – Products or Services (if applicable)

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Section 5.1 – Certified FCFF Account

THE ACCOUNT

Upon the client completing the Evaluation Phases:

A. The Contractor will need to be verified.

1. The Contractor is a natural Person, of sound mind, legal age, and legal competence.
2. Verification Process can take up to 96 hours.
3. Verification Process:
 - a. Accounts that pass Phase 1 of the 1 Step Program and Phase 2 of the 2 Step program will be verified through compliance. If the account has satisfied all the rules, it will be verified to Step 2 of the verification Process. If they do not satisfy the rules the account owner will be notified and given an explanation and they will be issued a restart of their evaluation. **Once a restart has been issued any further violation of rules will not result in additional restart.**
 - b. After Compliance verification The Account information will be forwarded to DEEL for KYC and Independent Contractors Agreement.
 - c. FCFF will sign the contract and forward it to the client.
 - d. The client, upon acceptance of the contract, will sign and FCFF will be notified.
 - e. FCFF compliance will then approve KYC and the client will see an upgrade button appear on their dashboard.

B. Upon creation of the Account, Contractor will receive an email (the “Welcome Email”) setting forth the following details:

1. Account login Credentials
2. Independent Contractor Portal Credential

C. You accept full responsibility for monitoring the Account.

1. You may not give control over the Account to any other person or entity, and you may not control the Account of any other The Company authorized Contractor. You shall maintain the confidentiality of the Account credentials and always prevent the unauthorized use thereof. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of the Account credentials, Contractor must notify The Company immediately and request a new password.

D. This is a simulated trading program using virtual money.

1. Clients never invest their own money. The Capital is owned and controlled by FirstClass Trading Solutions, LTD. It is the sole discretion of FirstClass Trading Solutions, LTD., to make decisions that will keep The Company safe from financial harm.

E. FirstClass Forex adheres to live market trading and clearing conditions and insists trading in this simulated environment stays professional.

1. Trading practices that interfere with the functioning of live markets are prohibited on our platform.

F. Contractor must follow the rules by integrating a trading strategy that can be applied to Real Market Trading.

1. The Maintain Consistency Rule - Trader will decide on trading strategies and or methods that are compliant with functioning live market trading conditions and stick to those principles throughout the trading period.
2. The 50% Rule-A single trade that results in a profit of more than 50% of the profits will not be approved for a payout.
3. Prohibited Trading Practices and not limited to:
 - a. Gap trading prior to news (opening a trade prior to significant global news and macroeconomic reports), exploiting errors or latency in the pricing and/or platform provided by the broker.
 - b. Trading in concert with another person, another proprietary trading program or combination thereof.
 - c. Trading in any way that jeopardizes the relationship The Company has with a broker or may result in the canceling of trades.
 - d. Trading in any way that creates regulatory issues and can cause financial suffering for The Company.
 - e. Copy trading of other persons signals, Tick scalping, Latency arbitrage trading, Reverse arbitrage trading, Hedge arbitrage trading, and/or use of emulators, using the same strategy and/or set files of other parties.
 - f. Performing trades in a non-professional manner. Trades that do not comply with true live market trading conditions. Trading that can cause the firm financial damage.
 - g. Opening positions above margin rate of 3% (overleveraged and overexposure)

- h. Trading opposite or inconsistent with live market trading conditions.

G. This is a simulated trading account that educates the use of the rules, and the tools of risk management.

1. To maintain the Account and continue as The Company authorized Contractor, the Contractor must, always, adhere to the Risk Management and Program Rules. The Risk Management and Program Rules are an integral part of this Agreement. It is your responsibility as Contractor to carefully read these Risk Management and Program Rules and to inform The Company of any questions or objections that you may have regarding them before entering a trade in the Account. By entering your trading orders in the Account, you agree, represent, warrant, and certify that you understand and accept these Risk Management and Program Rules, as they are set forth here and as may be amended from time to time by The Company and updated on the website's terms and conditions. Any violation thereof will result in the closing of your account and termination as an authorized Contractor of The Company. Additionally, the following actions may also result in the immediate closing of your account:

Prohibited Trading Practices and not limited to:

1. Gap trading prior to news (opening a trade prior to significant global news and macroeconomic reports), exploiting errors or latency in the pricing and/or platform provided by the broker.
2. Trading in concert with another person, another proprietary trading program or combination thereof.
3. Trading in any way that jeopardizes the relationship The Company has with a broker or may result in the canceling of trades.
4. Trading in any way that creates regulatory issues and can cause financial suffering for The Company.
5. Copy trading of other persons signals, Tick scalping, Latency arbitrage trading, Reverse arbitrage trading, Hedge arbitrage trading, and/or use of emulators, using the same strategy and/or set files of other parties.
6. Performing trades in a non-professional manner. Trades that do not comply with true live market trading conditions. Trading that can cause the firm financial damage.
7. Opening positions above margin rate of 3% (overleveraged and overexposure)
8. Trading opposite or inconsistent with live market trading conditions.

POSITION & TRADING LIMITS

The Company reserves the right to limit the number of open positions that Contractor may enter or maintain in the Account. The Company reserves the right to refuse to accept any order.

The Company will maintain a maximum margin risk exposure of 3%. Any trade that violates the 3% will be closed by the system.

TRANSMISSION OF ORDERS

The Company shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs, or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of The Company's gross negligence.

MODIFICATION OF TERMS

The Company reserves the right to modify the terms and conditions of this Agreement or the risk management and program rules at any time and effective upon being updated in the terms and conditions on the website. Continued use of the Account after such notice shall constitute your acceptance thereof.

Section 6 – Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or unauthorized distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 7 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools on an "as is" and "as available" basis without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 8 – Third-party Links

Certain content, products, and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 9 – User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 10 – Personal Information

Your submission of personal information through the store is governed by our [Privacy Policy](#)

Section 11 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish,

pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 14 – Indemnification

You agree to indemnify, defend and hold harmless FirstClass Trading Solutions, Ltd. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 15 – Severability

If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 15.1 – Evaluation Phase Completion

Upon the client completing the Evaluation Phases:

The Contractor will need to be verified.

**** Verification Process can take up to 96 hours. ****

**** Verification Process:**

1. Accounts that pass Phase 1 of the 1 Step Program and Phase 2 of the 2 Step program will be verified through compliance. If the account has satisfied all the rules, they will be verified to Step 2 of the verification Process. If they do not satisfy the rules the account owner will be notified and given an explanation and they will be issued a restart of their evaluation. **Once a restart has been issued any further violation of rules will not result in an additional restart.**
2. After Compliance verification The Account information will be forwarded to DEEL for KYC and Independent Contractors Agreement.
3. FCFF will sign the contract then forward it to the client.
4. Client, upon acceptance of contract, will sign and FCFF will be notified.
5. FCFF compliance will then approve KYC and the client will see an upgrade button appear on their dashboard.

Section 16 – Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice; and/or accordingly may deny you access to our Services (or any part thereof).

Section 17 – Disputes

Once you dispute an order payment it has an adverse impact on The Company, financially, and causes a damage to our company profile in the eyes of the Payment Gateway. Hence, according to our policy, we will be banning accounts (directly involved in the dispute/against the same order number) of traders who dispute their payments and moving forward we will not entertain any requests to unban the accounts(s).

The user who is involved in a disputed transaction in the normal course of the business, where there has not been any problem on our side, such users won't be eligible for any further accounts with FirstClass Forex Funds and all their other active accounts, with current balance over and above the initial balance, will be refunded as well.

This policy is in place to protect FirstClass Forex Funds from any financial adversity as well as to ensure the long-term viability of the brand name.

Section 18 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 19 – Governing Law

FirstClass Trading Solutions Ltd. (the “Company”) is incorporated under the laws of British Virgin Islands. In accordance with the terms of the Agreement, The Company has operated under the understanding that you have and are continuing to act in compliance with British Virgin Islands securities laws, as they may apply to you.

If you have any questions concerning any obligations that may apply to you, including under British Virgin Islands securities law, we encourage you to consult legal counsel.

The operations of the company are in the state of New Jersey, United States of America. By entering into an agreement with the company, you agree to personal jurisdiction in the state of new jersey for any legal action related to or regarding or evolving from your use of the company’s services and agree that the state of new jersey shall be the venue for any legal action generated thereby.

Section 20 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 21 – Contact Information

Questions about the Terms of Service should be sent to us at support@firstclassforexfunds.com

Updated: Monday, February 15, 2023 – 10:05am (EST)