

Overview

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Terms of Service Overview

Disclaimer: This is a simulated trading platform for educational purposes. All trading is simulated, all capital is virtual. This is not an investment, we are not a broker or trader. We do not give investment advice.

FirstClass Forex, 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 simulated 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 the website, database, or infrastructure-related issues. These accesses are monitored and removed after the scope of work is performed.

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

One-time fee only per SIMULATED evaluation.

This is not an investment. We are not a broker.

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

The registration fees are paid for allowing you to access the simulated 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 simulated trading on our platform). Any attempt to initiate a chargeback once service has started will be deemed a breach of this agreement with associated legal consequences.

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 used for virtual 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 to 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 (simulated accounts provided) (or any part or content thereof) without notice at any time. We shall not be liable to you or 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 Phase I and Phase II of the simulated evaluations.

A. Upon passing Phase II of the simulated evaluation, compliance will verify simulated strategies to approve to the certified phase. (See Certified account disclaimer).

1. Compliance will verify simulated strategies are not copied or managed. Any copied or managed simulated strategies are automatically disqualified.
2. Compliance will verify that all Phase II simulated accounts pass the simulated evaluation following all rules of the terms and services. Simulated accounts that are not verified will receive an email notification, the reason and a new Phase II simulated account.
3. The client is a natural Person, of sound mind, legal age, and legal competence.
4. Verification Process can take up to 96 hours.

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

1. Account login Credentials
2. Certified Account Portal Credential

C. You accept full responsibility for monitoring the Simulated Account.

1. You may not give control over the Simulated Account to any other person or entity, and you may not control the Simulated Account of any other Company-authorized client. You shall maintain the confidentiality of the Simulated 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 Simulated Account credentials, the client 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. It is the sole discretion of First Class Forex Funds to make decisions that will keep the Company safe from financial harm.

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

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

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

1. To maintain the Simulated Account and continue as The Company authorized client the client 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 client 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 Simulated Account. By entering your trading orders in the Simulated 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 simulated account and termination as an authorized client of The Company. Registration fees and any bonus accrued will be forfeited in the event of such violation. Violations of the following actions may also result in the immediate closing of your simulated account:

a. The Maintain Consistency Rule - Participants will decide on simulated trading strategies and or methods that are compliant with functioning live market trading conditions and stick to those principles throughout the simulated trading period.

b. The 50% Rule-A single simulated trade that results in a virtual profit of more than 50% of the virtual profits will not be approved for a simulated reward.

c. Accounts that are inactive for 30 days will be breached automatically by system.

d. Prohibited Simulated Trading Practices and not limited to:

- (1). Simulated gap trading prior to news (opening a simulated trade prior to significant global news and macroeconomic reports), exploiting errors or latency in the pricing and/or platform provided by the technology provider.
- (2). Simulated trading in concert with another participant, another proprietary trading program or combination thereof.
- (3). Simulated copy trading of other person 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 participants/3rd parties.
- (4) Martingale Expert Advisors are not allowed on our simulated platform.
- (5). Performing simulated trades in a non-professional manner. Simulated trades that do not comply with true live market trading conditions.
- (6). Opening virtual positions above a virtual margin rate of 3% (overleveraged and overexposure)
- (7). Simulated trading opposite or inconsistent with live market trading conditions.

SIMULATED POSITION & SIMULATED TRADING LIMITS

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

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

TRANSMISSION OF ORDERS

The Company shall have no responsibility for delays in the transmission of virtual 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 Simulated 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 multiple accounts purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer simulated 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 registrations on our site. You agree to promptly update your simulated 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 access to third-party tools over which we neither monitor nor have any control or 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.

EAs

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 site 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, Clients, 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. You recognize that we use third parties to perform and record transactions and maintain data. You agree that we are not responsible in any manner for the actions or missions of any of these third parties. 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 Forex Funds and our parent, subsidiaries, affiliates, partners, officers, directors, agents, Clients, licensors, service providers, sub Clients, 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 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 damage to our company profile in the eyes of the Payment Gateway. Hence, according to our policy, we will be banning simulated accounts (directly involved in the dispute/against the same order number) of participants who dispute their payments, and moving forward we will not entertain any requests to unban the simulated accounts(s).

Any participant who is involved in a disputed transaction in the normal course of the business, where there is no fault on the part of First Class Forex Funds, will not be eligible for any further

simulated accounts with First Class Forex Funds and all other active simulated accounts with a current virtual balance over and above the initial virtual balance will be refunded if legitimately earned. This applies not only to the ostensible named participant, but anyone affiliated with the participant.

This policy is in place to protect First Class 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 by 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 with respect to The Service constitute 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

Forex Funds (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

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