Funded Pro Trader Terms of Service Agreement

Terms of Service Agreement

By utilizing our platform and/or making purchases from us, you engage in our 'Service' and agree to abide by the subsequent terms and conditions ('Terms of Service', 'Terms'), alongside any additional terms, conditions, and policies connected herein and/or accessible via hyperlink. These Terms of Service pertain to all users of the platform, encompassing but not confined to browsers, vendors, consumers, merchants, and/or content creators.

Prior to accessing or utilizing our website, we urge you to meticulously peruse these Terms of Service. By accessing or using any segment of the platform, you are acknowledging your consent to adhere to these Terms of Service. Should you not assent to all the stipulations in this agreement, you must refrain from visiting the website or utilizing any of the services. Exclusive acceptance is confined to these Terms of Service in the event that they are construed as an offer. Our Services are solely accessible to individuals aged 18 and above, residing in countries where the Services are made available.

Furthermore, any supplementary features or tools that are incorporated into the existing platform (within designated account areas) shall also be subject to these Terms of Service. The most recent rendition of these Terms of Service will be accessible on this page at any given time. We reserve the prerogative to revise, amend, or substitute any portion of these Terms of Service by means of updates and/or modifications to our website. It remains your responsibility to regularly check this page for updates. Continued usage or access to the website after such adjustments are published will signify your acceptance of these modifications.

as per relevant laws, none of the services provided by the provider should be regarded as investment services. the provider does not offer or furnish any guidance, instructions, or information regarding the manner or method in which transactions should be conducted while utilizing the services or otherwise. likewise, the provider does not solicit or accept any such guidance, instructions, or information from users. neither the services nor the suggestions constitute investment advice. the provider's personnel, staff, and representatives are not authorized to dispense investment advice or recommendations. should any information or statement made by the provider's personnel, staff, or representatives be interpreted as investment advice or recommendations, the provider unambiguously disclaims such interpretations and shall not be held liable for them.

We may permit third parties to access our platform for the purpose of debugging and/or maintaining issues with our website, database, or infrastructure. Following the completion of the

assigned tasks, these accesses are under continuous monitoring and restriction. ALL PAYMENTS MADE ARE NON-REFUNDABLE AND SOLELY INTENDED FOR EVALUATION PURPOSES.

In order to access the services of Funded Pro Trader (a subsidiary of Pro Trade Group FZC LLC), registration fees are obligatory. If the service has been initiated (e.g., the client has commenced trading or hasn't successfully completed the Evaluation), a refund of the registration fee is not applicable. Models, Evaluations, and Express services included in the Funded Pro Trader offer are also non-refundable.

For any inquiries, please contact us at support@protradegroup.net.

Section 1 - Online Registration Terms

By accepting these Terms of Service, you confirm your legal age within your state or province of residence. Alternatively, if you are of legal age and have granted us permission, your minor children may use this site. As a prerequisite for utilizing the Service, you commit to refraining from engaging in unlawful or unauthorized activities, including but not limited to violations of copyright laws. Any breach of the Terms will result in the immediate termination of your access to the Services.

Section 2 - General Conditions

We reserve the right to refuse service to anyone at our discretion and without explanation. You acknowledge that your content, excluding credit card information, might be transmitted unencrypted and may undergo (a) transfers across different networks and (b) adjustments to conform to technical requirements of interconnected networks or devices. Credit card information is always transmitted securely via encryption over networks. Without our explicit written consent, you agree not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Service, its usage, or access to it, including any contact on the website used for service delivery. The headings in this agreement are solely for convenience and do not impact the validity of the Terms.

Section 3 - Accuracy, Completeness, and Timeliness of Information

While we strive to provide reliable information, it's important to note that third parties also contribute to the content on this site. We bear no responsibility if the material on this site is inaccurate, incomplete, or outdated. The content on this site is intended for general informational purposes and should not be solely relied upon for decision-making without consulting more accurate or current sources. Your reliance on the information on this site is entirely at your own risk. To mitigate risks, you can always reach out to us at <u>support@protradegroup.net</u> for inquiries. Historical information might be present on this website, but such information is inherently outdated and is provided for convenience. While we retain the right to modify the content on this site at any time, we are not obligated to update any material. It's your responsibility to stay informed about changes to our site.

Section 4 - Changes to Service and Prices

Product prices are subject to change without prior notice. We maintain the right to alter or discontinue the Service (including offered account types) or any part of it at any time without notice. We hold no liability to you or any third party in case the Service is modified, priced differently, suspended, or terminated.

Section 5 - Products or Services (if applicable)

We reserve the right, but not the obligation, to limit the sales of our products or services to specific individuals, geographic locations, or jurisdictions. We may exercise this discretion on a case-by-case basis. We also reserve the right to limit the quantity of products or services offered at any time. Product descriptions and prices are subject to change at our discretion, and we may discontinue products at any moment. Any offers for products or services on this site are void where prohibited. We do not guarantee that items, services, information, or other materials you purchase from us will meet your expectations, nor that any Service flaws will be rectified.

Section 6 - Account Information and Billing Accuracy

We retain the right to reject any orders placed with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household, or per order. Orders placed through the same customer account, payment card, or billing/delivery address may be subject to these limitations. In cases of order alteration or cancellation, we will attempt to notify you using the provided email or billing address/phone number. We also hold the right to decline orders that seem to be made by dealers, resellers, or unlicensed distributors. You agree to provide accurate, complete, and current purchase and account information for any transactions on our site. It's your responsibility to keep your account information up to date, including email addresses, credit card numbers, and expiry dates, for transaction processing and communication.

Section 7 - Additional Resources

We may grant access to third-party tools that we have no control or involvement over. These tools are provided "as is" and "as available," with no warranties, representations, or obligations from us. We disclaim any liability arising from your use of optional third-party tools. Use of such optional tools from the site is at your own risk and discretion, and you should familiarize yourself with the terms and conditions set by the relevant third-party source(s). Furthermore, we might introduce new services and/or features on the website in the future, subject to these same Terms of Service.

Section 8 - External Links

Certain content, products, and services provided through our Service may include third-party materials. Links to third-party websites on our site do not imply our affiliation. We do not review, evaluate, warrant, or assume any responsibility for the accuracy or content of third-party materials or websites, nor for any other materials, products, or services provided by third parties. Any risks or damages arising from transactions or use of goods, services, resources, materials, or other dealings with third-party websites are your sole responsibility. Prior to engaging in any transactions, carefully review and understand the rules and practices of third parties.

concerns, claims, inquiries, or issues regarding third-party products should be addressed directly to the third party.

Section 9 - User Submissions and Feedback

By submitting creative ideas, suggestions, proposals, or other materials ("comments") to us via email, online, or otherwise, you grant us unrestricted permission to edit, copy, publish, distribute, translate, and utilize these comments in any medium. We are not obligated to keep comments confidential, compensate for comments, or respond to them. While we are not obliged to do so, we may monitor, edit, or delete content that we deem unlawful, offensive, threatening, defamatory, libelous, pornographic, obscene, or otherwise objectionable, or that violates intellectual property rights or these Terms of Service.

You agree that your comments will not infringe on third-party rights, including copyright, trademark, privacy, or any other personal or property rights. Your comments will not contain illegal, abusive, obscene, or malicious content, nor will they contain computer viruses or malware. You will not use false email addresses, impersonate others, or mislead us or third parties about the source of comments. The responsibility for your comments lies solely with you, and we disclaim liability for any comments posted by you or others.

Section 10 - Personal Information

Our Privacy Policy outlines the submission of personal data through our website.

Section 11 - Know Your Customer (KYC)

Customer and Business Partner Due Diligence:

Pro Trade Group FZC-LLC will implement thorough procedures for Know Your Customer (KYC), Customer Due Diligence (CDD), and Enhanced Due Diligence (EDD) to comply with legal requirements.

Know Your Customer (KYC):

The aim of KYC procedures is to efficiently identify and resolve prospective counterparts while mitigating risks associated with money laundering and terrorism financing.

Pro Trade Group FZC-LLC shall acknowledge the importance of this information for risk mitigation and the detection of suspicious transactions. This process helps identify inconsistencies and ensures compliance with regulatory obligations.

Know Your Customer (KYC) Procedures by Pro Trade Group FZC-LLC:

Pro Trade Group FZC-LLC shall undertake KYC measures for all transactions and business relationships. This includes verifying the counterparty's identity using certified documents. After initiating verification, the counterparty undergoes vetting through QR code scanning or SMS verification.

Counterparties must submit valid photo IDs (e.g., National ID, Passport, Driver's License). Expired documents are not accepted. After document submission, the counterparty enters the "Agreement Signing" stage, providing personal details and agreeing to terms.

Upon document submission, the verification process begins and takes 48-72 hours. After successful verification, the counterparty receives their Funded Account. Non-compliance leads to rejection of the counterparty's Funded Account application.

KYC Documentation and Verification:

Watchlist Screening:

Pro Trade Group FZC-LLC screens transactions against sanctions lists and adverse media sources (e.g., OFAC, United Nations). Annual monitoring verifies customers against restricted lists.

Section 12 - Errors, Inaccuracies, and Omissions

Occasional errors or inaccuracies in information, such as product descriptions, prices, shipping charges, or availability, may occur. We reserve the right to correct such errors, inaccuracies, or omissions without prior notice. We are not obligated to update or revise information on the Service.

Section 13 - Restricted Uses

Usage of the site or content for unlawful purposes, solicitation of unlawful acts, violation of regulations, infringement of intellectual property rights, harassment, dissemination of false information, or transmission of malicious code is prohibited. You shall not mislead others or engage in fraudulent activities. We retain the right to suspend your access for prohibited uses.

Section 14 - Unauthorized Trading Practices

You are prohibited from exploiting Service errors, using external data feeds, engaging in manipulative trading, or violating Funded Pro Trader's terms. You must adhere to market risk management guidelines. Failure to comply may result in account suspension, termination, or reduced leverage.

Section 15 – Limitation of Liability; Disclaimer of Warranties

Funded Pro Trader, a part of Pro Trade Group FZC-LLC, does not guarantee, represent, or warrant that your utilization of our service will be devoid of errors, rapid, secure, or uninterrupted. We do not assert that the outcomes achievable through the use of the service will be accurate or reliable. You acknowledge that we may suspend the service for an extended duration or terminate it at any moment, with or without notice to you. You explicitly acknowledge that your engagement with the service, or your inability to employ it, is solely at your own risk. The service, along with all products and services offered to you through the service, is presented "as is" and "as available," without any explicit or implied representations, warranties, or conditions of any kind. This encompasses all implied warranties or conditions of merchantability, marketable quality, fitness for a particular purpose, durability, title, and non-infringement. Funded Pro Trader, as well as our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors, shall under no circumstances be held responsible for any harm, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages, including, but not limited to, lost profits, lost revenue, diminished savings, data loss, replacement costs, or comparable damages. These apply whether grounded in contract, tort (including negligence), strict liability, or other grounds, or any form of loss or damage resulting from the utilization of the service or any content (or product) shared, transmitted, or otherwise presented via the service, even if the possibility of such damages has been indicated. Given that specific states or nations do not allow the exclusion or limitation of liability for consequential or incidental damages, our accountability shall be limited to the fullest degree permissible by law in such states or jurisdictions.

Section 16 – Indemnification

You commit to indemnify, uphold, and safeguard Pro Trade Group FZC-LLC, our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees against any claim or demand brought forth by any third party due to or arising from your breach of these Terms of Service or the documents they reference, or your violation of any law or regulation.

Section 17 – Severability

If any provision of these Terms of Service is deemed illegal, invalid, or unenforceable, that provision shall be enforced to the maximum extent allowable by applicable law, and the unenforceable portion shall be deemed severed from these Terms of Service. However, this determination shall not impact the validity and enforceability of the remaining provisions.

Section 18 – Termination

All obligations and liabilities accrued before the termination date will persist after the termination of this agreement for any reason. Unless and until you or Pro Trade Group FZC-LLC terminate these Terms of Service, they shall remain in effect. You can terminate these Terms of Service at any time by notifying us of your intent to discontinue the utilization of our Services or by ceasing to use our website. We also hold the right to terminate this agreement at any time, without prior notice, if you breach any term or provision of these Terms of Service, or if we suspect such a breach. You will remain accountable for all outstanding amounts up to and including the date of termination. Furthermore, we may deny you access to our Services (or any portion thereof).

Section 19 – Refund Policy

Customers can request termination of the Client Section by sending an email to support@protradegroup.net. This request constitutes a desire by the Customer to end the contract, leading to the loss of access to the Services, including the Client Section and Trading Platform. Upon receiving the request, an email confirming its receipt will be sent to the Customer, finalizing the termination of the contractual relationship. No refund of previously paid fees or other expenses will be granted in this scenario. If a Customer repeatedly engages in forbidden practices and has been duly informed of such violations, access to all or parts of the Services, including the Client Section and Trading Platform, may be revoked without compensation. In this case, no refund of paid fees will be provided. After paying the fee for the chosen Funded Pro Trader program, the Customer will receive the relevant login information for the Trading Platform via the email address provided by the Customer or in the Client Section. Account activation occurs upon receipt of these credentials. If a Customer fails to activate the Funded Pro Trader account within 30 calendar days from the availability date, access will be suspended. Access can be reinstated by requesting renewal via an email to support@protradegroup.net within 3 days of the initial suspension; otherwise, Service provision will cease, and no refund will be granted. Should a Customer raise an unjustified complaint or dispute a paid fee with their bank or payment service provider (e.g., through chargeback or dispute services), leading to a request for fee annulment, cancellation, or refund, the Provider reserves the right, at its sole discretion, to cease all service provision and reject any future service provisioning. Customers and Funded Pro Trader commit to fair and respectful dealings and interactions. They shall avoid causing harm to each other's reputation or legitimate interests, both during and after the trading period. Any disputes arising between them will be resolved according to the terms of this Agreement and applicable legal frameworks. If a Customer fails to initiate trading within 7 days of registration, a refund request may be submitted. It should be noted that fees are non-refundable once trading on the account has commenced, regardless of whether it is a full or partial refund.

Section 20 – Entire Agreement

Any failure on our part to enforce or exercise any right or provision of these Terms of Service shall not be deemed a waiver of such right or provision. These Terms of Service, in conjunction with any policies or operational rules we post on this site or relating to the Service, constitute the complete agreement and understanding between you and us. They govern your use of the Service, superseding any previous or contemporaneous agreements, communications, and proposals, whether verbal or written. Any ambiguities in interpreting these Terms of Service should not be construed against the party that drafted them.

Section 21 – Governing Law

These Terms of Service, as well as any additional agreements for Services, are governed and interpreted according to your legal jurisdiction.

Section 22 – Local Law

It is advisable to familiarize yourself with local regulations. By declaring that you are over 18 years old, you acknowledge that Funded Pro Trader is not liable for any actions taken by its customers. If you violate local laws, you bear sole responsibility for such actions.

Section 23– Changes to Terms of Service

The user's legal jurisdiction governs these Terms of Service and any additional agreements for Services.

Section 24 – Contact Information Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates.