

TERMS AND CONDITIONS

Welcome to Your Forex Funds!

At Your Forex Funds, we focus on two things – offering the best solution to trade in forex, and letting tradesmen keep their hard-earned cut. You can be assured that we have your best interests at heart!

These TERMS AND CONDITIONS (“Terms”) set out the rights and obligations of all users (“You”) regarding the use of YFF (“Company” “our” or “us. By using any of our services on the Company’s Platform, you represent and warrant that you have the authority to be bound to these Terms. If you do not agree to these terms, then you may not access or use our services.

Please read the terms thoroughly and carefully.

1. OUR PLATFORM

1.1 Your Forex Funds ’s Services

1.1.1. We provide a platform and tools for simulated trading in the Foreign Exchange market or trading with other instruments on other financial markets. Accordingly, we provide an opportunity to motivated forex traders to trade from demo accounts connected to our capital.

1.1.2. You must first pass our two-phase evaluation program before you may proceed to start trading for real profit.

1.1.3. You acknowledge that any trading that you perform through our service is not real.

1.1.4. By using our services, you agree to be bound by our Trading Objectives.

1.2 Third Party Services.

1.2.1. You acknowledge and agree that the Company provides access to applications of other third parties.

1.2.2. You will be able to connect your account to third party accounts. By connecting your account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

1.3 Changes to Terms

1.3.1 The Company may change these Terms or any Policies at any time in its sole discretion.

1.3.2 You are responsible for reviewing such postings and any applicable changes.

1.3.3 Your continued participation in the Platform, using any of the Company's Services, or using any of the Company's Tools constitutes your acceptance of such changes.

1.3.4 If you do not agree to any posted changes, do not continue to use the Company's Platform, the Company's Services, or the Company's Tools.

1.4 Privacy

Your use of yourforexfunds.com is subject to our Privacy Policy terms. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

1.5 Electronic Communication

Visiting yourforexfunds.com or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

2. ACCESSIBILITY

You understand that from time to time the Company's platform may be inaccessible or inoperable for any reason, including, without limitation, because of:

i. equipment malfunctions;

ii. periodic maintenance procedures or repairs which the Company may undertake from time to time; or

iii. causes beyond the control of Company or which are not reasonably foreseeable by Company.

3. ACCOUNT MANAGEMENT

3.1.Account Registration.

3.1.1 You must login with an existing account or complete the Site registration process under our „LOGIN” section, to create an account with a username and password (the “Account”) to make full use of the Platform.

3.1.2 You may not share your password with anyone except authorized employees.

3.1.3 You must always provide accurate, current, and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness. Providing false information of any kind may result in the termination or rejection of your account.

3.1.4 Any use of the Site through your Account will be deemed as being used by you.

3.1.5 In every case of our service you’ll get only DEMO account credentials.

3.1.6 The Company is entitled to rely on the contact and other information that is supplied to us through your Account.

3.1.7 Your Account is NON-TRANSFERABLE and NON-ASSIGNABLE.

3.1.8 You have the right to cancel your registration.

3.1.9 We are not responsible for third-party access to and from your account that results from theft or misappropriation of your account.

3.1.10 We and our associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

3.2. Upon completing your registration, you will be able to configure your account to our two-Phase Evaluation Process. After you place your order and you paid our fees, we will email your Credentials within 48 hours for your chosen Trading Platform. The Customer's trading period will begin by placing your first trade.

3.3. Your Forex Funds providing Free Trials to experience the platform.

3.4.1 You agree that our Services are for Client's use solely, meaning that only the Client can access their Your Forex Funds accounts and perform trades. You do not allow any third-party private persons or professionals to access your account, nor you do not access third-party accounts.

3.4.2 You do not trade on behalf of third parties, perform or accept account management, or any similar services.

4. NON-PERMITTED USAGE/ USAGE BY MINORS

Subject to your jurisdiction's age of majority, the Company's platform is for persons aged 18 and over. If you are under the age of 18 you do not have permission to use this site.

5. FEES AND OTHER PAYMENTS

5.1 You shall pay a registration fee before using our service. The registration fee is paid for getting access to our "2 Phase Evaluation Process". You are not entitled to a refund of the fee if you fail to complete either phase of our Evaluation process.

5.2 Funds provided to you during our Phase 1 and Phase 2 are DEMO funds, you are not entitled to those funds as they are not real funds, they will be not used for real live trading. Profits you generated through our level "Phase 1" or/and "Phase 2" are not real profits, you are not entitled for those profit, nor you can't request a withdrawal during this period.

5.3 The fees for our services are nominated in US dollars. In the event of payment of the fee in any other currency than USD, the amount of the fee for the selected option shall be converted to USD

using the exchange rate of your payment processor. You acknowledge that if the payment is made in a currency other than the one you have chosen on the website, the amount will be converted according to the current exchange rates valid at the time of payment.

5.4 Service charges are inclusive of all taxes.

5.5 You can pay the fee for our “Evaluation Process” by payment card through stripe or bank transfer, the payment shall be made immediately. If you chose bank transfer and do not pay the amount on time as reflected in the pro-forma invoice, the Provider may cancel your order.

5.6 Pricelist of fees for Your Forex Funds Evaluation Process

Price list provided in the website.

6. RULES OF DEMO TRADING

During the demo trading on the Trading Platform, you may perform any transactions, unless these constitute prohibited trading strategies or transactions within the meaning Section 7. Restrictions may also be imposed by the conditions of the Trading Platform that you have selected. You acknowledge that the Provider has access to information about the demo trades that you perform on the Trading Platform. You grant the Provider your consent to share this information with persons/entities who are in a group with the Provider or who are otherwise affiliated with the Provider, and you grant the Provider and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Provider. The Provider is aware that you do not provide the Provider with any investment advice or recommendations through your demo trading. You acknowledge that you may suspend your demo trading on the Trading Platform at any time.

7. PROHIBITED TRADING STRATEGIES OR TRANSACTIONS

7.1 DURING DEMO TRADING, IT IS STRICTLY PROHIBITED TO DO ANY OF THE MENTIONED BELOW:

- i. Use strategies that take advantage of errors in display of prices or delays in their update
- ii. Perform transactions using external data feeds

iii. A purpose of tampering with trading

iv. A contradiction with the Terms and Conditions of the Provider

v. purpose that contradicts how trading is performed in the real world on the forex market or in a manner that would establish concerns that the Provider may suffer loss or damage as a result of the Customer's activity.

7.2 If you engage in any of the practices described in Section 7.1 above,

i. The Provider may consider it as a failure to meet the conditions of the particular Evaluation Process, if you engage any of the practices as a "Funded Trader". The Provider may consider it as a violation of our rules and will eliminate the Funded Account provided to you.

ii. If you have engaged any of the transactions listed in section 7.1 the Provider reserves the right to suspend the account without any further notice. In such case, you are not entitled to a Profit Split or to a refund of the paid fees.

8. YOUR FOREX FUNDS EVALUATION PROCESS

In order for you to meet our conditions of the Evaluation Process, you must fulfill all of the following parameters at the same time by the end of the trading period:

i. At no time during the Evaluation Process did you report a loss on any demo trades opened and closed on the same day, which would exceed in total 5% of the initial demo capital or 10% overall.

ii. If you have met the 8% Profit target of the initial capital in Phase 1 or 5% Profit target of the initial capital in Phase 2 and didn't violate the terms in particular the rules of demo trading under Section 7 the Provider will evaluate your current Phase in our Service as successful.

iii. You may request the evaluation of Evaluation Process at any time by sending a request to support@yourforexfunds.com

9. YOUR FOREX FUNDS FUNDED TRADER

In the event that Customer is successfully passed both our phases of Evaluation Process, the Customer shall sign an individual agreement executed between the Customer and YFF International Kft..

10. OWNERSHIP OF INFORMATION

You shall retain all rights and interests to every information you provide in the Platform.

You grant the Company permission to use all content for advertising the Company's platform and for the Company's analytics.

The Company shall NOT sell Your data to any third party.

11. TERM

The rights and obligations under these terms shall last for the length of the user active contracts usually renewed automatically annually.

12. DISPUTES

The parties herein are encouraged to try and settle conflicts amicably. If for any reason this fails, either party may seek judgment from the local court of law.

13. LIMITATION OF LIABILITY& INDEMNIFICATION

13.1. You shall use the Platform at your own risk.

13.2. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. YOUR FOREX FUNDS AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME

13.3. NEITHER YOUR FOREX FUNDS NOR ITS AGENTS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, ATTORNEYS, OR AFFILIATES SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE ANY OF THEM UPON, ANY CLAIM FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY YOU IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR YOUR USE OF ANY OF OUR SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH THE PLATFORM OR SERVICES, OR ANY CONTENT CONTAINED THEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM AND SERVICES. AS USED HEREIN.

13.4. THIS LIMITATION APPLIES TO THE EXTENT PERMITTED BY LAW

13.5. You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

14. DISCLAIMER

14.1. YOUR FOREX FUNDS IS A SERVICE PROVIDER. ACCORDINGLY, WE DO NOT OFFER FINANCIAL, INVESTMENT, TAX, BROKERAGE OR OTHER ADVICE AND/OR SERVICES. YOU ALSO ACKNOWLEDGE THAT WE DO NOT ACCEPT ANY DEPOSIT. WE ONLY CHARGE FEES FOR STAFF SETTLING OPERATIONAL COSTS AND/OR EXPENSES SUCH AS STAFF AND TECHNOLOGY COSTS.

14.2. YFF ,DOES NOT PROVIDE ANY OF THE INVESTMENT SERVICES LISTED IN THE CAPITAL MARKETS ACT OF MNB.

14.3. THE CONTENT IN OUR PLATFORM IS APPLICABLE TO THE EXTENT LOCAL LAWS AND/OR REGULATIONS PERMIT.

14.4. ALL INFORMATION IN THE PLATFORM IS PROVIDED "AS IS", WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS OR OF THE RESULTS OBTAINED FROM THE USE OF THIS INFORMATION, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INTELLECTUAL PROPERTY

15.1. The Company's Services and the content in the Platform (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

15.2. The Company's trademarks may not be used in connection with any product or service without the prior written consent of the Company.

15.3. The Company is protected by copyright, trademark, and other laws of both the Country and foreign countries.

15.4. The Company gives You a temporary, non-exclusive license to use such services, including third-party's services, in the Platform to the limited extent of facilitating this Agreement.

15.5. The Company also owns all transaction information and all other information relating to orders, including but not limited to information that is created following a transaction, and ratings and reviews provided by Customers. All such information is subject to any existing Privacy Policy of the Company's Platform.

16. APPLICABLE LAW

16.1. Applicable Law. The Service is controlled, operated and administered by the Company from our offices. To the maximum extent permitted by law, this agreement is governed by the laws of seychelles, and you hereby consent to the exclusive jurisdiction and venue of courts in seychelles, in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

16.2. If you access the Site from anywhere globally, you are responsible for compliance with all local laws. You agree that you will not use our Content accessed through yourforexfunds.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

17. TERMINATION

17.1. We reserve the right, in our sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

17.2. You SHALL still be obligated to these terms even if your account is terminated. Specifically, any of your obligations relating to limitations on liability, and indemnification, as well as any other obligations under this Agreement that by their nature are intended to survive, including any payment or services obligation, will survive termination of this Agreement.

17.3. Any termination of this Agreement will be without prejudice to the rights of either Party against the other in respect of any antecedent claim or breach of any of the provisions of this Agreement.

18. ENTIRETY

These terms and the Privacy Policy represent the entire Agreement between the two parties and supersede any previous written or oral agreement.

Contact Us!

If you have any questions or concerns about any of these terms, feel free to contact us.

Our Contact: support@yourforexfunds.com