

FUNDEX TECHNOLOGIES LTD - Terms and Conditions (GTC)

These General Terms and Conditions (hereinafter "GTC") govern the rights and responsibilities related to the use of the services of FundexFX (FDX Technologies Ltd), a company registered in the United Kingdom (registration number 15920638) with its registered office at 128 City Rd, London EC1V 2NX, United Kingdom (hereinafter referred to as the "Provider" or "FundexFX"). These GTC are subject to acceptance by the client at the time of registration and govern the entire use of FundexFX services.

1. Introductory Provisions

1.1 Acceptance of Terms

By using the services of FundexFX, the Client ("Client" or "User") declares that they fully accept these General Terms and Conditions. If the Client does not accept them, they are invited not to use the services.

1.2 Age and Country Restrictions

The Services are exclusively reserved for individuals aged 18 or older. The Client declares that they reside in a jurisdiction that legally allows access to FundexFX services. FundexFX reserves the right to limit access to services in countries or jurisdictions with legal restrictions.

1.3 Purpose and Limitations of the Services

FundexFX services consist of forex trading simulation tools (forex demo trading) and do not involve the use of real capital. The profits and losses generated through these services are purely simulated.

2. Services Offered

2.1 Types of Services

FundexFX provides tools for trading simulations and analytical and educational materials to support clients in their evaluations. Services are limited to demo operations and do not involve real funds.

2.2 Analytical Tools and Educational Materials

Clients have access to advanced analytical tools and training materials to monitor and optimize performance during the evaluation phase. These tools are intended for educational and evaluative purposes.

3. Contract and Registration

3.1 Registration Process

The Client may register by completing the registration form on the FundexFX website. Upon completion of the registration, the Client formally agrees to be bound by these GTC.

3.2 Obligations of Accuracy of Information

The Client is responsible for the accuracy and updating of the data provided during registration. FundexFX is not obligated to verify the data provided but reserves the right to suspend or terminate the contract in case of discrepancies.

3.3 Creation and Use of Client Area

Each Client will have access to a reserved area to manage their account and access services. Sharing login credentials with third parties is prohibited; any activity on the account is the responsibility of the Client.

4. Duration of the Contract

4.1 Evaluation Duration

FundexFX contracts are time-limited and automatically expire upon the completion or failure of the evaluation phases (EXPLORER and PROFICIENT).

4.2 Early Termination

FundexFX reserves the right to terminate the contract early in the event of:

- **Inactivity:** No trading activity conducted for more than 30 consecutive days during the evaluation period.
 - **Violations of Rules:** Violations of prohibited trading practices or contractual obligations.
 - **Termination with Notice:** Either party may terminate with a 7-day written notice to the other party.
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5. Payment and Refund Policies

5.1 Payment Methods

Fees for services must be paid in USD. FundexFX accepts payments by credit card, bank transfer, or other methods listed on the website.

5.2 Refund Policies

The Client may request a refund of the fee only if the evaluation has not started within 14 days of purchase. Refunds are not available in the event of:

- Starting the evaluation;
 - Contractual violations;
 - Early termination.
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6. Evaluation Process and Success Criteria

6.1 Description of the Evaluation Process

FundexFX adopts an evaluation process consisting of two phases, called EXPLORER and PROFICIENT:

- **EXPLORER:** Profit target of 7%, daily loss limit of 5%, total loss limit of 12%.
- **PROFICIENT:** Profit target of 5%, daily loss limit of 5%, total loss limit of 12%.

6.2 Conditions for Accessing the Phases

The Client must meet the parameters defined for each phase in order to proceed in the evaluation process.

7. Trading Rules and Prohibited Practices

7.1 Prohibited Trading Practices

FundexFX expressly prohibits:

- **Gambling Activities:** Simultaneous positions (long and short) without an appropriate strategy.
- **Latency Exploitation:** Use of latency exploits or external feeds.
- **Arbitrage:** Exploiting price discrepancies.
- **Unauthorized Copy Trading:** Copying trades or managing third-party accounts without authorization.

7.2 Consequences of Violations

In case of violation, FundexFX reserves the right to:

- Suspend or terminate services;
 - Exclude trades from the evaluation results;
 - Revoke access to services in case of repeated violations.
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8. Liability and Limitations

8.1 Limitation of Warranties and Liability

FundexFX provides its services "as is" and does not guarantee specific results. The data and information used in demo trading do not represent a commitment to profit.

8.2 Limitation of Damages

FundexFX is not liable for indirect, incidental, or special damages, including lost profits, data damages, or costs resulting from service interruptions.

8.3 Force Majeure

FundexFX is not responsible for interruptions due to force majeure, including technical emergencies or natural disasters.

9. Intellectual Property and Use Restrictions

9.1 Intellectual Property Rights

The content of the platform, including all trademarks, logos, graphics, texts, and designs, is protected by copyright and remains the property of FundexFX.

9.2 Restrictions

It is prohibited to copy, distribute, or modify any content without explicit authorization. The use of reverse engineering software or automated tools is prohibited.

10. Data Management and Privacy

10.1 Privacy Policy

FundexFX collects, processes, and protects customer data in accordance with its Privacy Policy and GDPR regulations. The Client is required to update their data in case of changes.

10.2 Data Security

FundexFX is committed to keeping clients' personal information confidential and adopting appropriate security measures to protect it.

11. Official Communications

11.1 Communication Methods

Communications between the Client and FundexFX are made via email or through the reserved section on the website.

11.2 Support Contacts

For assistance, the Client can contact support@fundexfx.com.

12. Right of Withdrawal

12.1 Conditions for Withdrawal

The Client may exercise the right of withdrawal within 14 days of purchasing the evaluation, provided that they have not started the evaluation phase.

13. Dispute Resolution

13.1 Friendly Resolution and Arbitration

In the event of disputes, FundexFX will promote a resolution through mediation or arbitration. If this is not possible, the jurisdiction will be that of the United Kingdom.

13.2 Complaints and Conflict Resolution

The Client may submit complaints to support@fundexfx.com for prompt resolution.

14. Final Provisions

14.1 Modifications to the Terms and Conditions

FundexFX reserves the right to modify these Terms. The Client will be informed of the changes with at least 7 days' notice.

14.2 **Acceptance**

Failure to accept the changes will result in the automatic termination of the contract.
Continued use of the services implies acceptance.
