# FORFX Proprietary Trading Platform Terms and Conditions

#### Introduction

Welcome to FORFX! We are Propfirm Capital L.L.C-FZ ("FORFX" or "we"), a registered company with Formation Number 2309049 and License Number 2309049.01, operating from our registered address at Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E. Our mission is to offer you, the Trader ("you"), access to our advanced proprietary trading services (the "Services") through our website, forfx.com. These terms and conditions (the "Agreement") outline the fundamental guidelines governing your interaction with FORFX and its offerings.

# **Your Commitments and Representations**

By embarking on your journey with us, you declare that you are at least eighteen (18) years old and possess sound judgment. You confirm that you are legally capable of entering into this Agreement and are ready to honor its stipulations. Should you be representing a business entity or a third party, you assure us that you possess the necessary authority to bind them to the terms detailed herein.

Moreover, you pledge that your usage of our Services is consistent with all applicable laws and regulations in your jurisdiction. Your engagement is free from any conflicts with existing agreements. Your commitment to these declarations is pivotal to our collaborative success.

# **Exploring Your Limited License**

FORFX extends to you a limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free license. This license empowers you to experience our Services in their full functionality for their intended purposes. However, we firmly forbid any actions that compromise the integrity of our Services or infringe on their proprietary nature.

You understand that this license does not bestow upon you ownership or any form of intellectual property rights associated with our technology, trademarks,

copyrights, or trade secrets. Your utilization of our Services is governed by the bounds outlined in this Agreement, and you agree to employ them only within the limits prescribed here. Any rights not explicitly conferred in this Agreement remain the exclusive property of FORFX.

#### **Behaviors That Are Prohibited**

We set forth strict boundaries to ensure the ethical and lawful use of our Services. You undertake not to utilize our platform for any activities that violate laws, statutes, ordinances, regulations, or the rights of third parties. These rights encompass intellectual property, privacy, and publicity rights, among others.

Furthermore, we prohibit practices such as scraping, crawling, reverse engineering, and any actions that undermine the security of our Services or platform. Transmission of unsolicited commercial emails is off-limits. Although we don't actively monitor content, we reserve the right to remove objectionable material when identified.

Trading strategies explicitly prohibited by our partner Brokers are unequivocally forbidden. These strategies include exploiting pricing errors, unauthorized use of non-public information, and actions that strain broker relationships. The vigilance we maintain in this regard is essential to preserving the integrity of our community.

#### **Commitment to Trader Education**

Our commitment extends beyond mere trading; it's about fostering growth. While we don't provide direct trader education, our focus is on identifying and nurturing trading talent. Successful traders who pass assessments are rewarded with access to live trading accounts under this Agreement, a document of reference.

We may offer insights into investment strategies, but these insights are intended solely for general education. You understand that such information doesn't constitute investment, financial, tax, or legal advice. Evaluating the applicability of this information to your unique circumstances is your sole responsibility.

#### **Crafting Your Account**

As you embark on this journey, your first step is creating an account with us. In this process, you'll provide essential personal information. We uphold your privacy; details of how we handle your data are outlined in our privacy policy.

Remember, your account is exclusively for your use. It's non-transferable and non-shareable. We take account security seriously, so any breaches should be reported promptly. Maintaining the confidentiality of your credentials is pivotal to your trading experience.

# **Navigating Purchases and Refunds**

At FORFX, we may offer products, services, or subscriptions for monetary consideration. While prices are subject to change, we'll always provide you with the necessary details. It's imperative that you review terms thoroughly before making a purchase.

Once a purchase is complete, your access to the acquired product or service will be granted in line with the approved transaction. We do not offer refunds on Services purchased from us. However, please note that if deemed "high risk" by our payment processors, additional documentation might be requested. Your cooperation in such cases is pivotal to ensuring smooth access to our Services.

#### **Guidelines and Trademarks**

Guidelines are the cornerstone of our community's success. These guidelines, available on our website and communicated via email, are integral to your interaction with our Services. They may evolve over time as we strive to provide the best possible experience.

Our trademarks are symbols of our identity, and their proper use is paramount. Misusing our trademarks can lead to confusion and misrepresentation. We ensure that our trademarks are utilized appropriately, and we appreciate your cooperation in this matter.

## **Protecting Intellectual Property**

Our commitment to innovation and quality is evident in our intellectual property. The materials on our website represent our creative output and technological advancements. Unauthorized use of our intellectual property is strictly prohibited. We encourage you to respect and honor our creations.

# **Understanding Risk and Responsibility**

Trading involves inherent risks. We emphasize the importance of understanding these risks before embarking on trading activities. Market volatility, leveraged trading, and other factors can lead to substantial losses. It's imperative to recognize that past performance is not indicative of future results.

While we don't facilitate actual currency investment, we want you to comprehend the risks inherent in traditional investing. Your investment objectives, experience level, and risk tolerance must guide your decisions. If uncertain, seeking advice from financial and tax advisors is advisable.

#### **Duration and Termination**

Your association with FORFX commences when you engage our Services and continues until your access is either terminated by us or you discontinue using the Services. This Agreement governs this entire duration.

# **Taking Responsibility**

In line with our values, we expect you to take responsibility for your actions. You commit to indemnifying FORFX against claims arising from your usage, violation of this Agreement, or infringement of third party rights.

# **Navigating Disputes**

Should disputes arise, we believe in fair resolution. We adhere to arbitration rules, following guidelines set by the UAE Government. Arbitration ensures a neutral and impartial judgment and may involve costs and attorneys' fees. Both parties agree to submit to exclusive personal jurisdiction in this location.

## **Acknowledging Unforeseen Events**

Unforeseen events, or force majeure, can impact our Services. Events beyond our control, such as natural disasters, market conditions, and governmental actions, may influence our offerings. During such times, we may not be held liable for claims arising from these events.

# **Sustaining Commitments Post-Termination**

Even after the conclusion of this Agreement, certain obligations persist. Representations, warranties, and duties made during the Agreement's term will continue to apply, ensuring the sustainability of our shared commitments.

# **Preserving Agreement Legitimacy**

In the event that any term or condition within this Agreement is deemed invalid or unenforceable by a competent court, the remainder of this Agreement remains intact. This preserves the legitimacy and effectiveness of the Agreement.

# Interpreting the Agreement

Both parties are considered drafters of this Agreement. It's important to note that the terms and conditions herein are not interpreted against either party based on drafting responsibilities.

# **Navigating Transfers and Waivers**

Transferring rights and duties under this Agreement is restricted for you, while FORFX retains the prerogative to assign its rights and duties. Any waiver of terms requires written consent to be valid.

#### Capturing the Entirety of the Agreement

This Agreement encapsulates our entire understanding. It supersedes any previous agreements, ensuring clarity and comprehensiveness.

Your engagement with our Services implies your understanding and acceptance of these comprehensive Terms and Conditions. As partners in this journey, we look forward to a fruitful collaboration.

# **Usage Terms**

### **Access to Trader Dashboard**

After purchasing an Assessment, you will gain access to a dedicated trader dashboard, where the progress of your assessment and funded accounts can be conveniently tracked. Our dashboard is constantly updated, typically every 60 seconds, or whenever trades are executed. We place the liability on you to diligently monitor your breach levels.

# **Assessment Stages and Trading Days**

This article outlines the terms and conditions governing the verification process for proprietary trading accounts ("Accounts") at FORFX. By registering for an Account and choosing a verification method, you agree to adhere to these terms and conditions.

**Verification Methods:** FORFX offers two verification methods: Live Account Verification and Traditional Verification. You must select one of these methods during registration.

#### **Live Account Verification**

**Opening Your Live Account:** Upon successful registration, you will be required to set up a live proprietary trading account with Opofinance, a trusted broker affiliated with FORFX. This live account is an essential component of the verification process.

Participation in the FORFX Challenge: To complete the live account verification process, you must participate in the FORFX Challenge. During this challenge, you will employ your trading strategies and skills using the live account. Once you have created and funded your real trading account at Opofinance, head back to FORFX and confirm that you have an activated and funded trading account at Opofinance. You MUST choose to start your Live Verification at FORFX, and only then trade using your strategies to demonstrate trading skills.

#### Traditional (Demo) Verification

**Plan Selection:** After registration, if you choose the Traditional Verification method, you must select a funded account plan that aligns with your trading preferences and objectives.

**Challenge Initiation:** Traditional Verification involves 2phases of trading on Demo accounts. You will be required to adhere to the trading conditions specified in your selected plan.

**Trading Start:** Once you meet the trading requirements as outlined in your chosen plan, you will be eligible to commence trading using your funded proprietary trading account.

# **Assessment Stages and Trading Days**

**Demo Stage 1:** To progress to Stage 2 of the verification process, you must dedicate a minimum of 5 to 9 trading days, depending on your chosen challenge balance. These trading days will be counted from the day your trades are initiated.

**Demo Stage 2:** In Stage 2, you must fulfill the minimum trading days requirement, which also ranges from 5 to 9 trading days, in order to meet the objectives set for your chosen plan.

**Live Account Verification:** In Live Account, you must fulfill the minimum trading days requirement, which also ranges from 5 to 8 trading days, in order to meet the objectives set for your chosen plan.

Commencement of Challenge: You have a maximum of 30 days to execute your first trade after receiving the trading account. The challenge officially commences with this first trade.

By selecting and engaging in either the Live Account Verification or Traditional Verification method, you acknowledge your understanding and acceptance of these terms and conditions.

## **Daily Drawdown Limit**

The daily drawdown is strictly monitored and limited to 5% of the account balance at the start of each day. This includes both the balance and equity of the account. To clarify, if a trader has an initial account balance of \$50,000, the maximum daily drawdown will be set at \$2,500. Therefore, the trader should ensure that the account does not exceed \$47,500 in order to comply with this limitation.

If the equity surpasses the balance at the start of the day, the daily drawdown is determined based on the initial balance. For instance, if the balance is \$10,000

and the equity is \$10,300, the daily drawdown will be calculated using the

balance of \$10,000, resulting in a value of \$9,500.

The commencement of each day is defined as the exact moment the clock

strikes zero on the broker's time. This can be visualized by a vertical line

displayed on the MetaTrader platform when the "Show period separator" option

is activated.

Risk Management

There are no set limits on the allowed risk level for traders in FORFX. It is the

responsibility of the trader to manage their risk and capital. There are no

restrictions imposed on the type of trading strategy that can be employed.

However, it is important to note that abusive transactions are not included in this

freedom. Further information on this matter can be found by clicking here.

It should be noted that traders will be notified in case of abusive trades. In the

absence of any risk management communication, there will be no limitations on

the risk percentage or style of capital management used in any of our plans.

While it is not mandatory, we recommend placing stop loss (SL) and take profit

(TP) orders for better capital management. It is interesting to note that more than

60% of users who lose their accounts do not use a stop loss.

Refunds for Challenges

Refunds for challenges purchased for your FORFX account are available upon

reaching the funded phase of the verification process. We process a refund of 125% of the total amount paid by the trader, which includes the initial purchase

price plus an additional 25%. Please note that a refund is available only on

purchased challenges and is initiated once the trader successfully reaches the

funded phase.

For illustrative purposes, let's consider an example:

Standard \$100K account - \$488

#### **Anti-Abuse and Verification Clause**

# - Single Account Usage:

Each user is permitted to create and maintain only one proprietary Profile or User account with FORFX. The creation of multiple accounts by the same individual is strictly prohibited unless explicitly authorized by FORFX. Each account must be verified with a consistent set of personal identification documents.

#### - Prohibition of Multiple Verifications:

Users are prohibited from using different sets of identification documents to create multiple accounts. Any attempt to use varied or falsified identification documents for the purpose of circumventing verification processes will result in immediate termination of all related accounts.

# - IP Address Monitoring:

FORFX reserves the right to monitor IP addresses to detect and prevent fraudulent activities. If multiple accounts are found to be associated with the same IP address without prior authorization, all associated accounts will be subject to immediate closure.

# - Consequences of Violation:

If any user is found to be in violation of this clause, including but not limited to, creating multiple accounts using different identification documents or engaging in any form of deceitful activity to circumvent our verification processes, FORFX reserves the right to:

Immediately terminate all related accounts without notice.

Forfeit any profits or funds associated with the abusive accounts.

Report the fraudulent activity to relevant authorities and regulatory bodies.

Take legal action to recover any damages incurred by FORFX as a result of the violation.

#### - Reporting and Appeal:

Users who believe their accounts have been mistakenly flagged for violation of this clause may contact FORFX's support team for review. The decision of FORFX regarding account termination and fund forfeiture is final.

#### - Updates to the Clause:

FORFX reserves the right to update or modify this clause at any time. Users are encouraged to review the terms and conditions periodically to ensure compliance.

# **Trading Multiple Accounts**

Traders have the opportunity to trade multiple accounts simultaneously by purchasing one allocation for each account size. The available account sizes are:  $1 \times 10,000, 1 \times \$25,000, 1 \times \$50,000, 1 \times \$100,000, 1 \times \$200,000, and 1 \times \$400,000.$ 

However, it is not possible to purchase two allocations of the same account size at the same time. If a trader wishes to trade two accounts of the same size, they must first pass the assessment for one account and then purchase the second account.

For instance, if a trader purchases 1 x \$100,000 assessment and successfully passes it, they can proceed to acquire another \$100,000 account.

Therefore, the maximum allocation a trader can have is \$200,000 (2 x \$100,000) if they pass the assessments separately.

The provided content contains some redundancies and repetition of information. Here's a revised version with redundancies removed:

# **Affiliate Program**

To access your affiliate coupon code, log into your dashboard and navigate to the Affiliate section in the left menu. This area displays available coupons for you.

Tier 2 affiliates receive a unique coupon granting their referrals a 5% discount.

Our Tier structure is as follows:

- Tier 1: Earn a 10% commission for each referral's first-time purchase, ranging from 0 to 50 referrals.
- Tier 2: Earn a 15% commission for each referral's first-time purchase, ranging from 50 to 100 referrals.
- Tier 3: Earn a 20% commission for each referral's first-time purchase, exceeding 100 referrals.

As an added incentive, we offer exclusive bonuses when reaching specific referral milestones:

- Bonus 1: Upon acquiring 50 paid referrals, unlock a complimentary \$10K Challenge, one bonus giveaway, and a dedicated Affiliate Manager.
- Bonus 2: Upon reaching 100 paid referrals, unlock a complimentary \$25K Challenge, one bonus giveaway, and continued support from a dedicated Affiliate Manager.

We hope these offerings encourage you to maximize your earnings and rewards through our affiliate program.

# **Marketing Assets for Affiliates**

ForFx offers a wide range of marketing assets to support your business growth. Our toolkit includes social media posts, professionally designed email templates, engaging videos, detailed branding guides, and exclusive ForFx logos.

We incorporate your logo into our social media posts, allowing seamless sharing across your social networks. We are open to exploring innovative strategies to generate sales with our affiliates, as your success is our success.

#### Commission for Self-Referral

You cannot receive a commission for your own account. However, you are welcome to refer friends, family, co-workers, and individuals within your trading network to avail themselves of our services.

#### **Affiliate Payouts**

Affiliate payouts are processed monthly, every 30 days from the previous payout date. To request a payout, ensure a minimum withdrawal amount of \$50 in your affiliate account. Eligible referrals for withdrawal are those active for 30 days or more.

Our affiliate commission structure is competitive:

- Tier 1: 10% commission for each referral's first-time purchase, from 0 to 50 referrals.
- Tier 2: 15% commission for each referral's first-time purchase, from 50 to 100 referrals.
- Tier 3: 20% commission for each referral's first-time purchase, exceeding 100 referrals.

It's important to note that referrals made by Tier 2 and Tier 3 affiliates will not count toward your total count.

# **Affiliate Coupon Codes**

Coupon codes provide an exclusive 5% discount to referred clients. As a Tier 2 affiliate, you receive a unique coupon code in the Affiliate Coupons section of your dashboard. Share this code with your referrals to provide them with a 5% discount on their assessment purchase.

# Affiliate Tracking and Reporting

We provide a comprehensive tracking and reporting system through your affiliate dashboard. Monitor your referrals' activities, including assessment purchases and funded account activations, in real time. Use this data to optimize your affiliate marketing efforts and maximize earnings.

#### Affiliate Bonus Program

Our bonus program rewards you for achieving specific referral milestones:

- Bonus 1: At 50 paid referrals, receive a complimentary \$10K Challenge, one bonus giveaway, and dedicated Affiliate Manager support.
- Bonus 2: Upon reaching 100 paid referrals, earn a complimentary \$25K Challenge, one bonus giveaway, and continued support from a dedicated Affiliate Manager.

These bonuses provide opportunities to enhance earnings and enjoy additional rewards as you refer more traders to FORFX.

#### Affiliate Self-Referral Policy

Our affiliate program doesn't permit self-referrals. You cannot earn a commission on your own assessment or funded account purchases. The program rewards you for referring others to FORFX.

Refer friends, family, colleagues, and trading network contacts to benefit from our services and become your referrals.

# Affiliate Payout Schedule

Affiliate payouts are processed monthly, every 30 days from the previous payout date. To request a payout, ensure a minimum balance of \$50 in your affiliate account. Eligible referrals for withdrawal are those active for 30 days or more.

We encourage you to refer clients, build your affiliate business, and enjoy regular commission payouts.