

TERMS OF SERVICE

Section 1. General Provisions

1.1. These Terms of Service – Public Offer (hereinafter referred to as the “Offer”) constitute an official offer made by ProfinFX LLC., a legal entity duly incorporated and existing under the laws of the Republic of Cyprus (hereinafter referred to as the “Company”), to any legally capable individual to enter into a legally binding agreement on the terms and conditions set forth herein.

1.2. Acceptance of this Offer (Acceptance) is affected by the User through registration on the Company’s platform, payment of the applicable participation fee, and/or commencement of use of the Platform’s functionalities. Such actions constitute full and unconditional acceptance of this Offer without any reservations.

1.3. The Company provides the User solely with access to a proprietary software-based analytical and simulated trading environment intended for the assessment of trading skills and discipline. The Company does not provide investment services, brokerage services, asset management, trust management, or any other regulated financial services within the meaning of applicable law.

1.4. All trading activities conducted by the User within the Platform are performed exclusively in a simulated environment using virtual funds and do not involve real market execution, real capital, or real financial instruments, unless expressly stipulated otherwise in a separate written agreement between the Parties.

1.5. The Company does not accept User funds for management, does not place funds on behalf of the User, does not act as a broker or dealer, and does not guarantee any profit, income, or financial result.

1.6. This Offer shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles.

Section 2. Definitions

2.1. For the purposes of this Offer, the following terms shall have the meanings set forth below:

- **“Company”** – the legal entity that owns and operates the Platform and provides access to the simulated trading environment and related services, with a.
- **“Platform”** – the Company’s software and technological infrastructure, including the website, user interface, dashboard, and related digital tools, designed to simulate trading activity and evaluate trading performance, located at the web-address profinfxglobal.com.
- **“User”** – an individual who has accepted this Offer and obtained access to the Platform.
- **“Account”** – the User’s personal account on the Platform, containing information regarding simulated trading results, evaluation stages, and compliance with applicable rules.
- **“Evaluation Phase” (Challenge / Verification)** – a predefined period of simulated trading during which the User must achieve specified performance criteria in compliance with the Trading Rules.
- **“Simulated Account”** – a virtual account funded with fictitious capital, used solely for analytical and evaluation purposes and not connected to real funds.
- **“Trading Rules”** – the set of mandatory requirements, limits, parameters, and restrictions established by the Company governing the User’s activities on the Platform.
- **“Reward”** – a discretionary monetary amount that may be paid to the User upon satisfaction of the Company’s conditions and which shall not be considered investment income, interest, dividends, or returns from asset management.
- **“Breach”** – any action or omission by the User that violates this Offer, the Trading Rules, or any other binding requirements of the Company.
- **“Acceptance”** – the User’s performance of actions described in Clause 1.2 of this Offer, evidencing consent to its terms.

Section 3. Subject Matter of the Offer

3.1. Under this Offer, the Company grants the User a limited, non-exclusive, non-transferable right to access and use the Platform for the sole purpose of participating in simulated trading activities and evaluation programs designed to assess the User’s trading skills, discipline, and risk management.

3.2. The services provided under this Offer are of an educational, analytical, and evaluative nature only. The Platform does not enable real-market trading, execution of orders on regulated or unregulated markets, or the use of real financial instruments.

3.3. Nothing in this Offer shall be construed as:

- investment advice or recommendations;
- solicitation to invest or trade real funds;
- portfolio or asset management;
- brokerage, dealing, or intermediation services;
- collective investment or profit-sharing scheme.

3.4. The User acknowledges and agrees that:

- all balances, results, profits, and losses displayed on the Platform are simulated;
- any performance metrics are hypothetical and do not represent actual trading results;
- past simulated performance does not guarantee any future outcomes.

3.5. Upon successful completion of the applicable Evaluation Phase(s) and subject to strict compliance with this Offer and the Trading Rules, the User will become eligible to receive a Reward in accordance with the terms set forth herein. Such Reward is paid solely as a contractual incentive and does not arise from real trading or investment activity.

3.6. The Company reserves the right to modify, suspend, or discontinue any part of the Platform, Evaluation Phases, or service features at its discretion, provided that such changes do not materially affect already paid and ongoing Evaluation Phases.

Section 4. User Registration and Account

4.1. Access to the Platform is granted only after the User completes the registration process and creates an Account. The User represents and warrants that all information provided during registration is accurate, complete, and up to date.

4.2. The User must be at least eighteen (18) years of age and possess full legal capacity under the laws of their country of residence to accept this Offer and use the Platform.

4.3. The Company reserves the right to restrict or deny access to the Platform for users from certain jurisdictions or to require additional verification where necessary to comply with applicable laws, internal policies, or risk management requirements.

4.4. The User is solely responsible for maintaining the confidentiality of login credentials and for all activities conducted through their Account. Any actions performed via the Account shall be deemed to have been performed by the User.

4.5. The User shall not:

- create multiple Accounts without the Company's prior consent;
- allow third parties to access or use their Account;
- sell, assign, or otherwise transfer their Account or rights under this Offer.

4.6. The Company may suspend, restrict, or terminate the User's Account, with or without prior notice, if it reasonably believes that:

- the User has breached this Offer or the Trading Rules;
- the User has provided false or misleading information;
- the User has engaged in abusive, fraudulent, or manipulative behavior.

Section 5. Evaluation Phases and Participation Conditions

5.1. The Company offers one or more evaluation programs (each an Evaluation Phase), the purpose of which is to assess the User's trading skills, consistency, discipline, and compliance with risk management requirements within a simulated trading environment.

5.2. Each Evaluation Phase is subject to specific parameters, including but not limited to:

- profit targets;
- maximum daily loss and maximum overall loss limits;
- minimum and maximum trading days;
- permitted instruments and trading hours;

- duration of the Evaluation Phase.

5.3. The parameters applicable to each Evaluation Phase are published on the Platform and may vary depending on the selected program or package. By participating in an Evaluation Phase, the User confirms acceptance of all applicable parameters and conditions.

5.4. Failure to meet any mandatory parameter or breach of the Trading Rules during an Evaluation Phase shall result in automatic failure of that Evaluation Phase without entitlement to any refund, compensation, or Reward.

5.5. Successful completion of an Evaluation Phase does not create any entitlement, vested right, or legitimate expectation to receive a Reward, continued access to the Platform, or participation in further programs, except as expressly determined by the Company.

5.6. The Company reserves the right to review trading activity retrospectively, including after the completion of an Evaluation Phase, for the purpose of detecting prohibited practices, abuse, or circumvention of the Trading Rules.

Section 6. Trading Rules

6.1. The User shall conduct all activities on the Platform strictly in accordance with the Trading Rules established by the Company and published on the Platform. The Trading Rules form an integral part of this Offer.

6.2. The following practices are strictly prohibited unless expressly permitted by the Company:

- exploitation of platform errors, latency, or price feed manipulation;
- arbitrage based on delayed or incorrect pricing;
- use of strategies intended to circumvent risk limits;
- account sharing or coordinated trading across multiple accounts;
- copying trades from third parties or external signal services without authorization.

6.3. The use of automated trading systems, expert advisors (EAs), bots, or similar tools may be permitted only if explicitly allowed by the Company and used in compliance with the Trading Rules.

6.4. The Company reserves the right to modify the Trading Rules at any time. Updated Trading Rules shall become effective upon publication on the Platform and shall apply to all ongoing and future Evaluation Phases.

6.5. Any breach of the Trading Rules shall constitute a material breach of this Offer and may result in:

- immediate termination of the Evaluation Phase;
- suspension or termination of the Account;
- forfeiture of any potential or accrued Reward.

6.6. The Company's determination regarding compliance with the Trading Rules shall be final and binding, subject to applicable mandatory law.

Section 7. Rewards and Payouts

7.1. Subject to successful completion of the applicable Evaluation Phase(s) and full compliance with this Offer and the Trading Rules, the Company shall offer the User a Reward.

7.2. The amount of any Reward, the applicable payout ratio, the method of calculation as well as the currency shall be specified within the relevant program description and displayed to the User through the Platform interface. Such information is provided for informational purposes only and does not constitute a contractual entitlement unless expressly approved by the Company.

7.3. Any Reward:

- is not derived from real trading activity;
- does not constitute investment income, interest, dividends, or profit-sharing;
- shall not be construed as remuneration for employment, agency, or partnership.

7.4. The amount, calculation method, payout ratio, and payment schedule of any Reward shall be determined exclusively by the Company and published on the Platform or communicated to the User individually.

7.5. The Company reserves the right to withhold, reduce, or cancel any Reward if, at any time, it determines that:

- the User breached this Offer or the Trading Rules;
- the User engaged in prohibited or abusive trading practices;

- the User attempted to manipulate results or circumvent platform controls;
- the User provided false, misleading, or incomplete information.

7.6. Rewards, if approved, shall be paid using the payment method selected by the Company. The User acknowledges that payment processing times may vary depending on third-party providers.

7.7. The User is solely responsible for any taxes, duties, or other charges arising in connection with the receipt of a Reward.

Section 8. Fees, Payments, and Refunds

8.1. Participation in Evaluation Phases is subject to the payment of a non-refundable fee, the amount of which depends on the selected program and is published on the Platform.

8.2. The participation fee is charged exclusively for access to the Platform, simulated trading environment, and evaluation services, and does not represent an investment, deposit, or trading capital.

8.3. All payments shall be made using the payment methods supported by the Platform. The Company does not store or process Users' payment card details.

8.4. Fees paid by the User are non-refundable once the Evaluation Phase has commenced, regardless of the User's performance, early termination, or failure to complete the Evaluation Phase.

8.5. Any refund exceptions, if offered, shall be governed strictly by the refund policy published on the Platform and shall be applied at the Company's sole discretion. The Company shall not be liable for payment delays, chargebacks, or transaction failures caused by third-party payment providers.

Section 9. Rights and Obligations of the Parties

9.1. The User shall have the right to:

- access the Platform in accordance with this Offer and the Trading Rules;
- participate in Evaluation Phases subject to applicable conditions;
- receive a Reward, if approved by the Company, in accordance with this Offer.

9.2. The User undertakes to:

- comply with this Offer, the Trading Rules, and all instructions published on the Platform;
- use the Platform solely for lawful purposes;
- refrain from engaging in fraudulent, abusive, or manipulative conduct;
- ensure that all information provided to the Company is accurate and up to date;
- promptly notify the Company of any unauthorized access to their Account.

9.3. The Company shall have the right to:

- establish, modify, and enforce Trading Rules and Evaluation parameters;
- monitor, analyze, and review User activity, including retrospectively;
- suspend, restrict, or terminate access to the Platform in cases of breach or suspected abuse;
- refuse, withhold, or cancel any Reward in accordance with this Offer.

9.4. The Company undertakes to:

- provide access to the Platform in accordance with this Offer;
- use reasonable efforts to maintain the technical functionality of the Platform;
- process approved Rewards in accordance with the published payout procedures.

Section 10. Limitation of Liability and Disclaimers

10.1. The Platform and all services are provided on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, regarding the accuracy, reliability, or suitability of the Platform for any purpose.

10.2. The Company does not guarantee uninterrupted or error-free operation of the Platform and shall not be liable for any technical failures, system outages, delays, or data inaccuracies.

10.3. The User acknowledges that simulated trading results are hypothetical and do not reflect real-market conditions. No information provided by the Company shall be construed as financial, investment, or trading advice.

10.4. To the maximum extent permitted by applicable law, the Company shall not be liable for:

- any indirect, incidental, consequential, or special damages;
- loss of profits, revenue, business opportunities, or data;
- decisions made by the User based on simulated trading results.

10.5. The Company's total aggregate liability arising out of or in connection with this Offer shall not exceed the amount of fees paid by the User to the Company during the three (3) months preceding the event giving rise to liability.

10.6. Nothing in this Offer shall limit or exclude liability that cannot be excluded under applicable mandatory law.

Section 11. Intellectual Property

11.1. All intellectual property rights in and to the Platform, including software, algorithms, databases, designs, texts, graphics, trademarks, and trade names, are the exclusive property of the Company or its licensors.

11.2. Nothing in this Offer grants the User any ownership rights in the Platform or its components. The User is granted a limited, revocable, non-transferable license to use the Platform solely in accordance with this Offer.

11.3. The User shall not copy, modify, distribute, reverse engineer, decompile, or otherwise attempt to derive the source code or underlying ideas of the Platform.

Section 12. Confidentiality and Personal Data

12.1. The User acknowledges that, in the course of using the Platform, they may obtain access to confidential or proprietary information of the Company. The User undertakes to keep such information confidential and not disclose it to any third party.

12.2. The Company processes personal data in accordance with its Privacy Policy and applicable data protection laws. By accepting this Offer, the User consents to such processing.

12.3. The Company may collect, store, and process technical, behavioral, and performance-related data generated through the User's activity on the Platform for operational, analytical, compliance, and security purposes.

Section 13. Termination and Suspension

13.1. The Company may suspend or terminate the User's access to the Platform and/or Account at any time if the User breaches this Offer, the Trading Rules, or applicable law.

13.2. The User may terminate participation by ceasing use of the Platform. Fees paid shall not be refundable except as expressly provided herein.

13.3. Upon termination, the User's right to access the Platform shall immediately cease, and any pending or potential Rewards shall be forfeited unless otherwise determined by the Company.

Section 14. Amendments

14.1. The Company reserves the right to amend this Offer at any time. Any amendments shall become effective upon publication on the Platform.

14.2. Continued use of the Platform after the effective date of amendments shall constitute acceptance of the revised Offer.

Section 15. Governing Law and Dispute Resolution

15.1. These Terms of Service, and any dispute, controversy, or claim arising out of or in connection with them, including their existence, validity, interpretation, performance, or termination, shall be governed by and construed in accordance with the laws of England and Wales.

15.2. Any dispute, controversy, or claim arising out of or in connection with these Terms of Service shall be finally resolved by arbitration.

15.3. The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration (LCIA) in force at the time of commencement of the arbitration, which rules are deemed to be incorporated by reference into this clause.

15.4. The arbitral tribunal shall consist of one (1) arbitrator appointed in accordance with the LCIA Rules. The seat (legal place) of arbitration shall be London, England. The language of the arbitration shall be English.

15.5. The arbitration proceedings may be conducted in whole or in part remotely, including by electronic submission of documents and virtual hearings, unless the arbitral tribunal determines otherwise.

15.6. The arbitral award shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction in accordance with applicable law and international conventions.

Section 16. Final Provisions

16.1. This Offer constitutes the entire agreement between the Company and the User regarding the subject matter hereof and supersedes all prior agreements or understandings.

16.2. If any provision of this Offer is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.3. Failure by the Company to enforce any right or provision shall not constitute a waiver of such right or provision.

Section 17. Contact Information

- Office Address: Tryfonos Business Center, Block B, 5th Floor, Offices 47–48–49, Spyrou Kyprianou Avenue, Limassol, Republic of Cyprus
- E-mail: admin@profinfxglobal.com
- Company: ProfinFX LLC