# **TERMS AND CONDITIONS**



Accelerated Prop Group FZE-LLC, (the "Company") located at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates provides you ("you" or the "Trader") with a limited licence to use the services (the "Services") offered by the Company subject to the terms and conditions contained herein (the "Agreement").

Accelerated Prop Group offers a simulated trading environment, including Challenges (Evaluation and Accelerated) with all trading activities and assets being entirely virtual. Our content, aimed at educational purposes, should not be considered financial advice. Participation in our programs is voluntary, with fees covering operational costs, and should not be viewed as investments. Accelerated Prop Group does not act as a broker or custodian and offers no advice or solicitation for trading or investment products. Past performance in our simulations is not indicative of future results. Users should be aware of the risks involved in trading and consult an independent financial advisor if needed.

This Agreement is a legally binding contract, and you have a duty to read this Agreement before accessing the Services offered by the Company. By using the Services, you are agreeing to the terms and conditions contained within this Agreement.

The Company reserves the right to suspend, replace, modify, amend, or terminate this Agreement at any time and within its sole and absolute discretion without prior notice. In the event The Company replaces, modifies, or amends this Agreement, your continued use of the Services after a change in the Effective Date of said changes will constitute your agreement to any replacement, modification, or amendment to this Agreement.

Accelerated Prop Group is backed by a Regulated Broker. All trading activity takes place on ECG Brokers LTD platform.

ECG Brokers LTD operates under the regulatory framework of the Financial Services Commission of Mauritius (FSCM). This regulatory oversight ensures adherence to industry standards, investor protection, and the promotion of fair and transparent trading practices.

By engaging in any trading activity on the ECG Brokers LTD platform, users acknowledge and agree to comply with all rules, regulations, and policies established by both ECG Brokers LTD and the Financial Services Commission of Mauritius.

Trading in financial markets involves inherent risks. Users are fully aware that the value of investments can fluctuate, and past performance does not guarantee future results. It is imperative for users to conduct their own research and seek professional advice when needed.

# **Trader Representations**

By using the Services, you represent that you are at least eighteen (18) years old and are of sound mind and that you have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Services on behalf of a business entity or other third-party, then you represent that you have actual authority to act as an agent of that business entity or third-party, and that you have the right and ability to agree to and bind that third-party or business entity to the terms of this Agreement on its behalf.

You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live. You further represent that you are not prohibited from entering into this Agreement by the terms of any pre-existing agreement.

# **Limited License**



The Company provides you with a limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free licence to use the Services for its customary and intended purposes. You are expressly prohibited from scalping, framing, hacking, reverse engineering, crawling, or aggregating the Services, the Company Website, whether in whole or in part, without the prior written consent of the Company.

You acknowledge and agree that your limited use of the Services does not entitle you to any licence or intellectual property rights to any technology, intellectual property, copyrights, trademarks, or trade secrets of the Company or any third-party contractor thereof. You acknowledge and agree that your use of the Services is limited by the terms of this Agreement, and you expressly agree that you will not use the Services in any manner that is not expressly authorised under the terms of this Agreement. The Company reserves all of its rights not expressly granted through this Agreement.

This licence is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

# IN ACCORDANCE WITH APPLICABLE LAWS

None of the services provided to you by the provider can be considered investment services. The provider does not give or provide to you any guidance, instructions, or information about how or in what manner you should perform transactions when using the services or otherwise, or any other similar information about the investment tools traded, and the provider does not accept any such guidance, instructions, or information from you. Neither the services nor the recommendations constitute investment advice.

# **Prohibited Uses**

You are expressly prohibited from using the Services to violate any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international, or to violate the rights of a third-party, including, but not limited to intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights.

Additionally, you are expressly prohibited from scalping, crawling, framing, posting unauthorised links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services or the Company website.

You are also prohibited from using the Services or the Company website to transmit unsolicited commercial emails to third parties or Traders of the Company. While The Company is not responsible for any such content posted by its Traders and does not have the affirmative obligations to monitor such content, it does reserve the right to remove them.



You are also prohibited from using any trading strategy that is expressly prohibited by ECG Brokers LTD (the "Brokers"). Such prohibited trading ("Prohibited Trading") shall include, but not be limited to:

- Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker.
- Utilising non-public and/or insider information.
- Front-running of trades placed elsewhere.
- Suspected Hedging/Arbitrage/Scalping
- Trading in any way that jeopardises the relationship that the Prop Account has with the broker or may result in the cancelling of trades.
- Trading in any way that creates regulatory issues for the Broker

If the Company detects that your trading constitutes Prohibited Trading, your participation in the program will be terminated and may include forfeiture of any fees paid to the Company. Additionally, and before any Trader shall receive a funded account, the trading activity of the Trader under these Terms and Conditions shall be reviewed by both the Company and the Broker to determine whether such trading activity constitutes Prohibited Trading. In the case of Prohibited Trading, the Trader shall not receive a funded account.

# EAs, HFTs & Bots

Traders employing, including but not restricted to EAs or HTFs & Bots, don't require to engage in any minimum trading days during the Evaluation challenge phases, however, traders employing, including but not restricted to EAs or HTFs & Bots will be required to engage in 5 minimum trading days (New trades will need to be executed on 5 separate days) as well as meeting the other requirements during the live phase & before initiating a payout. Moreover, executing positions of 0.01 lots will not fulfill the conditions for a valid trading day in the funded stage. If Traders employing, including but not restricted to EAs or HTF pay the additional add-on fee for the 90% profit split and/or Bi-Weekly option, this is at their sole discretion as the 90% profit split and Bi-Weekly Add-on **DOES NOT APPLY** to Traders employing, including but not restricted to EAs or HTF. Clients that fall under this category are not eligible for the standard 80% or 90% profit split. Traders falling under a specific category are exempt from the standard 80% payout. Upon requesting a payout via the dashboard, an 80% profit split option is offered by default. However, it is important to note that this option does not apply to clients meeting certain criteria, such as yourselves.

Traders employing, including but not restricted to EAs or HTFs & Bots are only permissible during the demo phases (Phase 1 & Phase 2) on both Accelerated & Evaluation challenges. All trades must have a stop loss in place when a position is opened. You have a maximum of 30 seconds to put this in or your account will be closed immediately & indefinitely. If you open and close a trade within 30 seconds without placing a stop loss, it is considered a breach and your account will be closed immediately & indefinitely.

The procedure is simple:

Execute trades based on your regular strategy for one distinct day. All accounts using but not limited to HFT or EAs will be limited to a maximum 6% profit of the total account size. A performance commission structure will also be applied.

First profit split - 50% of total profits (Capped at 6% profit - HFT, EA passers only)

• Example: 50% profit split capped at 6% = 3% payout for the first payout.

Second profit split - 60% of total profits (Capped at 6% profit = HFT, EA passers only)



#### Third profit split and there after - 70% of total profits (Capped at 6% profit - HFT, EA passers only)

If a trader uses but not limited to High-Frequency Trading (HFT), EAs & Bots to pass the evaluation phase, the profit split for the funded account will reach its cap once the trader achieves a 6% gain from the initial balance (account size)

Any profits accrued beyond this 6% threshold won't contribute to the profit split. While surpassing the 6% limit doesn't violate any rules, these additional profits won't be factored in if the trader has passed using but not limited to High-Frequency Trading (HFT), EAs & Bots.

For instance, suppose a trader continuously generates a profit of \$13,500 on a 225k account. The profit split will be calculated based on the virtual profits accumulated up to this point. The trader will receive 50%, 60%, or 70% of the numeric value (\$13,500 in this scenario) of the 6% profit derived from the starting balance of the funded account.

The 6% maximum gain per payout is calculated based on the initial account balance and resets after each payout.

Our commitment is to provide traders with an exceptional experience, characterized by swift payouts, lucrative Prizes, and exciting giveaways. This deliberate approach ensures sustainability in the long term, steering clear of models that may prove unsustainable over time.

During the payout review, your average trade size serves as the basis for determining a trading range. This range is established by adding 100% to your average trade size to set the maximum value and subtracting 75% to establish the minimum value. For instance, if your average trade size was 40 lots, trades falling within the range of 20 to 80 lots would align with your strategy.

Trades outside this trading range are subject to scrutiny and potential deduction from the total profit split. The calculation of lot size consistency range involves all closed orders in your account from the first trade to the requested withdrawal date. The average trade is computed as a final figure upon requesting a payout.

To compute the average, divide the total lot volume traded by the total number of closed orders. Once the average is determined, multiply it by 0.5 and 2.0 to establish the lower and upper bounds of your consistency range. It's essential to note that partial orders are treated as individual orders for consistency calculation since the metric is based on closed orders. The consistency calculation takes place at the time of your payout request and is applicable exclusively to traders who successfully pass the challenge using HFT bots during the funded stage.

#### Lot Size Consistency Range Calculation & Top Of Consistency Range:

- Total Lot Volume Traded/Trades Executed = Lot Size Average
- Lot size Average x 0.5 = Bottom Of Consistency Range
- Lot Size Average x 2.0 = Top of consistency range

All trades/orders that have a lot size ranging between 20-80 lots and are consistant with your strategy and do not break the constancy trading rule.

The rationale behind implementing the consistency rule stems from the inclusion of HFT bots during the evaluation stage. This serves as a risk management strategy for our prop firm when dealing with the inherent upfront risks associated with such systems. Simultaneously, it provides traders with a clear framework to adhere to during the experienced trader stage.



To eliminate any potential confusion, it's important to note that the lot size consistency range exclusively pertains to traders who leverage HFT to successfully navigate the evaluation & Accelerated stage. This specificity is due to the heightened capability of these systems to progress to the experienced trader stage at remarkably elevated rates.

Traders employing, including but not restricted to EAs or HTF are NOT eligible for any refunds at any challenge phase, this applies to both Evaluation & Accelerated challenges.

Given the above-average success rate associated with these systems, our prop firm deems it necessary to institute this rule as a means of effectively managing risk.

### Guidelines

The Company will display the guidelines associated with the Services on the Company's website and via email, upon becoming a Trader. These guidelines, which may change from time to time in The Company's sole discretion, are incorporated in whole into this Agreement. While the Company does not guarantee future employment as a trader, it does commit to monetary payments based on specific performance metrics as outlined in the guidelines. To be eligible for such monetary payments or any other forms of compensation, traders must strictly adhere to the guidelines and rules set forth by the Company. Failure to comply with these guidelines may result in forfeiture of eligibility for payouts. All payouts are subject to review and approval by the Company and will be disbursed in accordance with the terms specified in the guidelines.

Past results don't guarantee future profits. The rules on our website are part of these terms and should be followed in the same way. This ensures a straightforward and fair understanding between us and our clients.

# **Account Creation**



In order to register as a Trader, you may be asked to provide personal information, including, but not limited to your name, email address, mailing address, phone number, date of birth, and a username and password for an account that is unique to you. The information provided is subject to the Company's privacy policy. The account will be personal to you, and you cannot share it with anybody else. You also may not purchase an account on behalf of a third party or have an account purchased for you by a third party. You will be responsible for maintaining the confidentiality of your username and password. If you suspect that your account has been breached, you must immediately notify The Company. It is important to note the during the challenge & live phases, the accounts provided to the trader is a demo account (simulated environment).

## Purchases & withdrawals & Payouts

The Company may provide products, services, subscriptions, or access to certain portions to the Company's website at a monetary cost. Prices and availability are subject to change without notice. The Company may allow for such purchases within its website or via a white label affiliate. It is your responsibility to thoroughly read and understand any such terms and conditions. By making any such purchases, you agree that the Company has no responsibility and acquires no liability for any claim related to your purchases. Upon the complete purchase of a product, service, subscription, or access to certain portions of the Company website, the Company will make any said product, service, or access will be available to you following the approved transaction.

Withdrawing Simulated Funds After Breaching - Regrettably, once your Simulated Funded account is breached, it is no longer available for withdrawal, even if it was in a profitable state. Whether the breach occurred due to Daily Drawdown or any other rules set, your account will be closed, and any profits will be forfeited. We do not provide payouts as a reward for unsuccessful trading after breaching an account. This policy applies to instances of contract termination or violation of our Terms of Service as well. You cannot withdraw the initial account size, only profits are withdrawable.

In order to be eligible for a payout, a minimum of 14 active days (including weekends) & 3 minimum trading days must be met during the live phase. Active days refers to days the account is open after the first trade was placed (this is not to be confused with trading days). The minimum active days must be held by the client on his/her account, this applies to both clients that have & have not purchased the Bi-weekly add-on. There are **3** minimum trading days required to be eligible for a payout. \*(All open positions must be closed before requesting for a payout). You must trade for at least 3 days during the current duration cycle. At least one position must be opened on each of these days. A trading day is defined as a day when at least one trade is executed. If a trade is held over multiple days, only the day when the trade was executed is considered to be the trading day. Trading days refers to an account that has actively opened or closed a positions on any given day and/or time. During the withdrawal phase, your account is reviewed for payout eligibility, this process takes 3-5 working days, this includes checks for any breach of rules. until your payout request has been either approved or declined, your account will be temporarily disabled. Once your payout has been either approved or declined your account will be enabled immediately. The outcome of the payout does not affect your account. No Refunds are permissible for clients not eligible and for traders employing, including but not restricted to EAs or HTFs & Bots. \*Traders employing, including but not restricted to EAs or HTFs & Bots, refer to page 3 of this document for payout eligibility.

After each payout has been accepted, depending on your profit split % your account will be reset to it's original balance depending on the chosen funded amount. This applies to all clients, regardless if they have purchased the Bi-weekly add-on or not. If the minimum active/trading day requirements are not met or if any rules have been breached, the client will not be eligible for a payout & the payout will be declined. Standard payouts for client that DID NOT purchase the Biweekly payout add on will be eligible for a pay out every 30 days. given the minimum active days has been met.

# **Trader rules & Guidelines**



- No Stop-loss is required (Non-HFT clients)
- A profit target of 8% must be met during Phase 1 & 5% during phase 2 (Evaluation Challenge).
- A profit target of 10% must be met (Accelerated Challenge).
- A max daily loss/drawdown of 5% is not permissible during phase 1 & 2 & Live. (Evaluation) (5% of your initial account balance on any given day. This 5% is calculated using your equity balance).
- A max overall loss/drawdown of 10% not is permissible during phase 1 & 2 & Live. (Evaluation) (10% of your initial account balance on any given day. This 10% is calculated using your equity balance).
- A max daily loss/drawdown of 3% is not permissible during the phase 1 & live (Accelerated) (3% of your initial account balance on any given day. This 3% is calculated using your equity balance).
- A max overall loss/drawdown of 6% is not permissible during the phase 1 & live. (Accelerated) (6% of your initial account balance on any given day. This 6% is calculated using your equity balance).
- There are 3 minimum trading days required by the trader in order to be eligible for a payout and/or to pass to the next phase. (*This rule applies to the live phases on the Evaluation challenges & Phase 1 & Live on the Accelerated Challenges*)
- Once a trader has reached a Funded level (live) a contract will be issued between APG and the client. The client will need to provide Personal details such as (Full Name, Email Address, Mobile number, Address)
- The client is required to attach a valid National ID, Passport Copy & Proof Of Address.
- The account will not be active until these documents have been submitted and approved.
- If a trader purchases multiple accounts larger than the max allocation and goes live, you loose the right to request for a refund.
- The maximum allocated capital allowed for any trader at one time is \$700,000. Accounts exceeding this cap will be deleted, and no refunds will be allowed.
- If the account remains inactive for a period of 30 days, the account will be forfeited & deleted.
- Weekend trading is NOT allowed, any open trades held during the weekend will be a breach of rules and the account will be suspended immediately. Below are the market open and close timings:

#### Markets are open 24 Hours 5 Days a Week:

- FX: Sunday 22:05 (server time +1 GMT) open / Friday 21:59 (Server Time +1 GMT) close
- Metals: Sunday 23:00 (server time +1 GMT) open / Friday 21:59 (Server Time +1 GMT) close
- CFD/Indices: Sunday 23:00 (server time +1 GMT) open / Friday 21:59 (Server Time +1 GMT) close
- Crypto: Sunday 22:05 (server time +1 GMT) open / Friday 21:59 (Server Time +1 GMT) close
- News trading: Any trades executed two minutes before or after any high impact or red folder news releases will be deemed a violation of rules, resulting in immediate account suspension. This applies to all phases (phase 1, 2 & live) of the challenge accounts (Evaluation and Accelerated).
- Crossing the daily drawdown is considered a breach and will result in account suspension.
- APG Traders trading on an APG Account are NOT allowed to execute any new trade or close an existing trade on the targeted instrument in the window of 2 minutes before until 2 minutes after the release of the below news announcements. To clarify, we define executing a trade as opening or closing either a pending order (including stop loss or a take profit) or market execution. You are allowed to hold your trade(s) on the targeted instrument(s) that were opened more than 2 minutes before the restricted news event. Be reminded that if your Stop Loss or Take Profit is activated/filled during the restricted time window of 2 minutes before until 2 minutes before until 2 minutes after, it will be taken as a violation of the APG Account Agreement and your account will be permanently suspended.



#### Maximum lot size for each asset class:

- FX: 25
- Metals: 50
- **Energy:** 5
- Indices: 25

Please be aware that the lot sizes specified differ according to your selected account size. For instance, if you hold a 15k account, you won't have the capacity to open trade portions of 25 lots. However, with a 100k funded account, you will have the capability to initiate a trade sized at 25 lots.

#### Understanding Market Rollover and Its Impact on Trading

Market rollover refers to the one-hour period when the Forex Market closes. During this time, certain currency pairs may experience price spikes and significant fluctuations. The occurrence and intensity of these fluctuations can vary from day to day. Market rollover typically takes place at 22:00 GMT +1. It's important to note that you won't be able to close positions during this period. failure to close trades before market close is considered a breach and will result in account closure.

To mitigate potential risks in the sim environment, it is advisable to have your positions closed as the market approaches rollover time, unless you have sufficient room in your position to accommodate the fluctuations.

- Regarding all purchases it's important to understand that you cannot change your add-ons once you have purchased your account.
- All trading ideas must be executed by yourself with full accountability.
- Accelerated Prop Group (APG) does not take any responsibility for the outcome of any trading ideas provided by APG or others (3rd party services).
- Any trading ideas from external communities have no association to APG, it's important to understand that your trading account belongs to you and you only, treat your account with care and choose your trades with full accountability.
- Additionally, the Company reserves the right to disallow or block any Trader from participating in the program for any reason, in the Company's sole and absolute discretion.
- Entering into an Equity CFD at or near the end of the trading day with intent of profiting from the marketing gap between when the market closes and reopens on the subsequent trading day, as determined by the Company in its sole and absolute discretion. Attempting to arbitrage any challenge account with another account with the Company or any third-party company, as determined by the Company in its sole and absolute discretion.



# Trademarks

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on the Company website by the Company, are common law or registered trademarks owned by or licensed to the Company. You are expressly prohibited from using the trademarks of the Company to cause confusion, cause mistake, deceive consumers, or from falsely designating the origin of, source of, or sponsorship of your goods or services. You are further prohibited from using the trademarks of the Company in domain names, keyword advertisements, trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

You acknowledge and agree that the Company's website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Company's website. Access to this website does not confer and shall not be considered as conferring upon anyone any licence under any of the Company's or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third-party suppliers. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of The Company. You cannot modify, distribute or re-post anything on this website for any purpose.

The Company names and logos and all related products and services and our slogans are the trademarks or service marks of the Company or licensed to the Company. All other marks are the property of their respective companies. No trademark or service mark licence is granted in connection with the materials contained on the Company Website. Access to the Company website does not authorise anyone to use any name, logo or mark in any manner.

All materials, including images, text, illustrations, designs, icons, photographs, programs, audio clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use. No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Company website or any related software. All software used on the Company website is the property of the Company or its suppliers and protected by laws of The United Arab Emirates. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on the Company website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by the Company, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of The United Kingdom. The compilation (meaning the collection, arrangement, and assembly) of all Contents on the Company website is the exclusive property of the Company and is also protected by the laws of The United Arab Emirates.

# **Disclosure Statement**



Before deciding to participate in financial markets, you should carefully consider your investment objectives, level of experience and risk appetite. Most importantly, do not invest money you cannot afford to lose. We do not provide any financial advise. Any actions taken based on information provided by us are at your sole discretion and risk.

There is considerable exposure to risk in any over-the-counter transaction, including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price of the products you are trading.

Moreover, the leveraged nature of over-the-counter trading means that any market movement will have an equally proportional effect on your funds. This may work against you as well as for you.

There are risks associated with utilising an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connection. The Company is not responsible for communication failures or delays when trading via the Internet. The Company employs backup systems and contingency plans to minimise the possibility of system failure.

1%-3% of clients make it to funded level.

### **Term and Termination**

The term of this Agreement will begin when you purchase a Service offered via the Company and will continue until either the Company terminates your access to the Services or you stop using the Services.

The Company reserves the right to terminate the Services or your access to the Company website and services in its sole and absolute discretion and without prior notice.

If we have any suspicion that your account(s) is being traded by another entity or organization we reserve the right to immediately terminate all your accounts in its sole and absolute discretion and without prior notice.

### Limitation of Liability: Disclaimer of Warranties

Accelerated Prop Group, does not promise, represent, or assure that your use of our service will be error-free, speedy, secure, or uninterrupted. The service and all products and services delivered to you via the service are provided 'as is' and 'as available for your use, without any express or implied representation, warranties, or conditions of any kind.

### **Governing Law**

These Terms of Service, as well as any policies or operating rules posted by us on this site or in relation to The Service, represent the entire agreement and understanding between you and us.

### Local Law

It's recommended to know your local regulations if there are any. You're using our services as per your own risk and responsibilities.

# Indemnification



You indemnify and hold, uphold, and retain Intermitter and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees harmless from any claim or demand made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or regulation.

# **Refund Policy**

The Customer can request a withdrawal of the (challenge fee) once reaching the funded level, the withdrawal can only be requested only once per user via email once the client has reached the funded level and has traded a minimum of 3 business days and active for 14 days after reaching the funded level. The customer can only request for a withdraw on their first payout request, failure to send a challenge fee withdraw request will result is the client not being able to request at a later stage (i.e payout 2, 3, 4..) However, if the Customer files an unjustifiable complaint about the paid fee or disputes it with their bank or payment service provider, the provider reserves the right, at its sole discretion, to cease providing any services to the Customer and refuse any future service provision. Please contact our email support if you have any questions.

If you, as a purchaser, are deemed "high risk" by our payment processors we may require you to provide additional documentation or information in order to proceed with the Audition. Failure to provide the requested documentation and information within twenty-four (24) hours of said request may result in your use of and access to the Services being revoked. The documentation and information supplied does not guarantee that this status will be revoked and may still be subject to ineligibility. Refunds during challenge & live phases are strictly prohibited. No refunds will or can be issued to client that fail any of the challenges & live phases. This applies to Phase 1, Phase 2 & Live on both, Evaluation & Accelerated challenges.

Withdrawals of the challenge fee are permissible during the first payout only upon request. A fee withdrawal is valid one time per account only.

No refunds are permissible for any and all clients. A request to withdraw the challenge fee is permissible if eligible by meeting the stated requirements above. Traders employing, including but not restricted to EAs or HTFs & Bots are not eligible for any refund or challenge fee withdrawals.

# Force Majeure

The Company shall not be liable to Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalisations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Trader, or third-party service provider.

# Survivability

The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement or the Services, including, but not limited to your duty to indemnify and defend the Company.



# Severability

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law.

### Interpretation

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

### Assignment

You are expressly prohibited from assigning your rights and duties under this Agreement. The Company reserves the right to assign its rights and duties under this Agreement, including in a sale of the Company or its Services.

### Waiver

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to, unless said waiver is in writing and signed by the party to be charged.

# **Entire Agreement**

This Agreement contains the entire agreement between the Company and the Trader regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and Trader, whether written or oral.

# **Changes to Terms of Service**

The user's legal jurisdiction governs and is construed in line with these Terms of Service and any other agreements whereby we provide you services.

# **Contact Information**

**Email:** support@acceleratedpropgroup.com **Website:** www.acceleratedpropgroup.com