

TERMS AND CONDITIONS



Welcome to Accelerated Prop Group!

Accelerated Prop Group FZE-LTD, (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”).

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. 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.

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 scraping, 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 scraping, 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.
- Trading in any way that jeopardises the relationship that the Prop Account has with a broker or may result in the cancelling of trades.
- Trading in any way that creates regulatory issues for the Broker
- Utilising any third-party strategy, off-the-shelf strategy, or one marketed to pass assessment accounts.
- Utilising one strategy to pass an assessment and then utilising a different strategy in a funded account, as determined by the Company in cooperation with Accelerated Prop Group at their discretion.

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.



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.

Purchases

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.

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.

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.

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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.

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.

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 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 taking service as per your own risk and responsibilities

Indemnification

You indemnify and hold, uphold, and retain Intellimeter 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 refund once reaching the funded level, the refund must be request within 7 days after reaching the funded level. 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.

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.

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

Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates

CONTACT:

support@acceleratedpropgroup.com

www.acceleratedpropgroup.com

Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates
License number: 4308863