

Kindly review these Terms and Conditions (starting now called the “T&Cs”, “Terms”) attentively. Through your access or utilization of this website or our services, or by agreeing to these T&Cs in any other manner, you acknowledge your comprehension and consent to abide by these T&Cs. It is essential to recognize that by doing so, you might be relinquishing certain rights. If you do not agree with these Terms, please refrain from using the Website.

1. FXCI Challenge LTD introductory information

1.1. The fxci.com website (henceforth referred to as “Website”, “Service”, “Provider”, “We”, “Our”, “Us”) and any of its related products and services (collectively referred to as “Services”) are operated by FXCI Challenge LTD trading as FXCI. The provider is a Limited Company registered in the UK with the company number 15068590 and the registered office at 6 Burrows Court, Liverpool, United Kingdom, L3 6JZ.

1.2. None of the services extended to you by the provider possess the attributes of investment services in compliance with the applicable legal framework. The product is educational in nature and in no way offers investment opportunities for clients, does not accept deposits, and does not manage client funds.

1.3. One aspect of the service provision may involve undertaking “Challenges” to assess the customer’s skill level following the platform rules and restrictions. Successful completion of the “Challenges” may result in the customer being recognized as a FXCI EXPERT, although this is not mandatory.

1.4. By signing up on the website or using the services without signing up, if registration isn’t needed, before your first use of the services, you are forming a deal with the provider to get the services you have chosen. By agreeing to the terms of the deal with the provider, you are agreeing to the stipulations articulated within the Terms and Conditions.

1.5. If you have any questions about the services or this agreement, please contact us by email at support@fxci.com.

1.6. Please have duly noted that the Provider is not registered or regulated by FCA (Financial Conduct Authority), and it doesn’t engage in any activities that fall under the scope of Regulation.

1.7. All information provided on this site is intended solely for educational purposes related to trading on financial markets and does not serve in any way as a specific investment recommendation, business recommendation, investment opportunity analysis, or similar general recommendation regarding the trading of investment instruments. FXCI only provides services of simulated trading and educational tools for traders. None of the services that we provide can be considered as investment services or recommendations, and none of our employees, staff, or representatives are authorized to provide investment advice or recommendations. The

information on this site is not directed at residents in any country or jurisdiction where such distribution or use would be contrary to local laws or regulations. Usage of the Services by individuals from such countries is prohibited, and the User bears full responsibility for any unauthorized use.

2. Definitions

- 2.1. "Access fee" – refers to the charge applicable for accessing and utilizing the Services.
- 2.2. "Account", "Assessment account", "Simulation account" signifies the simulated trading account used for simulated trading within fxci.com services.
- 2.3. "Challenges" denotes the assessment phases outlined within the fxci.com assessment program.
- 2.4. "Confidential information" refers to proprietary information, trade secrets, and sensitive data disclosed by the Provider to the Customer.
- 2.5. "Contract" means the legally binding agreement between the Provider and the Customer for the provision of services, including but not limited to access to Challenges and assessment accounts.
- 2.6. "Customer", "You", "Your" means the user of the Services.
- 2.7. "Intellectual Property Material" proprietary content, trademarks, logos, software, and other intellectual property owned by fxci.com.
- 2.8. "Payment method" indicates the accepted forms of payment for accessing the Services.
- 2.9. "Platform" means an electronic interface provided by the third party in which the Customer performs the simulated trading.
- 2.10. "Prohibited Jurisdictions" denotes the jurisdictions where the use of Services is prohibited.
- 2.11. "Provider" refers to fxci.com, which provides the services described in these Terms and Conditions.
- 2.12. "FXCI EXPERT" means a person meeting the stipulated criteria for eligibility as defined by the Provider and recognized as such by the Provider.
- 2.13. "Refund" pertains to the return or reimbursement of fees under specified circumstances as outlined in these Terms and Conditions and other policies and guidelines established by the Provider.
- 2.14. "T&Cs" means these Terms and Conditions.
- 2.15. "Website" means the website <https://fxci.com/>.
- 2.16. "FXCI EXPERT account" - an account that the client receives after signing a service agreement with FXCI Challenge LTD, which serves as a trading simulator.

3. Contract with the Customer

3.1. These terms and conditions (“T&Cs”) are applicable to your purchase of Challenges from the Provider (referred to as the “Contract”). They take precedence over any other terms that you might want to impose or include, as well as any terms implied by law, trade practices, or previous dealings.

3.2. The Contract encompasses the complete agreement between you and us concerning the subject matter. You acknowledge that you have not placed reliance on any statements, assurances, promises, or warranties that are not explicitly detailed in the Contract.

4. Language of the Contract

4.1. These Terms and Conditions are established exclusively in the English language.

5. Age restrictions and prohibited jurisdictions

5.1. The Services are available only for individuals who are 18 years old or older and are residing in regions where the Services are accessible (p. 5.2). By signing up on the Website, you affirm that you are at least 18 years old. If you are below 18 years of age, you are not permitted to utilize the Services. Any person that falls under prohibitions is not allowed to purchase any Challenges.

5.2. You agree to access the Services solely from countries where they are accessible. You acknowledge the possibility of limitations or legal regulations in certain countries that might prevent your access to or utilization of the Services. You commit to using the Services in accordance with all applicable laws.

5.3. The Provider reserves the right to refuse, restrict or terminate the provision of any and all Services to Customer that:

5.3.1. is of nationality or is residing in Prohibited Jurisdictions;

5.3.2. is subject to the relevant international sanctions;

5.3.3. has a criminal record;

5.4. Prohibited jurisdictions mean the countries, territories, or specific groups determined as such by the Provider including, but not limited to the next:

Al-Qaida, Belarus, Central African Republic, Crimea and Occupied Parts of Ukraine, Cuba, Democratic Republic of the Congo, Eritrea, Guinea-Bissau, Iran, Iraq, ISIL (Da'esh), Lebanon, Libya, Mali, North Korea (DPRK), Russia, South Sudan, Sudan, Somalia, Syria, Taliban, Yemen, Zimbabwe.

6. Prohibited Activities

6.1. Any unlawful use means utilizing our services for any unlawful, fraudulent, or malicious purposes, including but not limited to activities that violate local, national, or international laws and regulations.

6.2. Unauthorized access means attempting to gain unauthorized access to any account, Service, Platform, system, or network connected to the Provider, or engaging in any form of hacking, cracking, or other similar activities.

6.3. Misrepresentation means impersonating any individual, entity, or misrepresenting your affiliation with the Provider or any other party.

6.4. Intellectual property rights violation and Resell. Means engaging in any activities that infringe upon the intellectual property rights, including but not limited to copyright, trademark, and patent rights of the Provider that do not comply with §16.

6.5. Data Breach or other harmful activities means attempting to access, obtain, or manipulate personal or confidential information of the Provider, its Customers, or any other parties without proper authorization.

6.6. Policies violation means ignoring or contravening, whether knowingly or unknowingly, any policies, guidelines, or terms set forth by the Provider in relation to the use of its Services.

6.7. Participate in predatory, forbidden, unlawful, illegal or prohibited trading practices including, but not limited to:

6.7.1. use of the test trading platform for data freezing

6.7.2. performing, alone or in concert with any other persons manipulate test trading, for example by simultaneously entering into opposite positions

6.7.3. strategies, whether knowingly or unknowingly, that exploit errors in the test trading platform or assessment account, including inaccuracies in price display or delays in updates.

6.7.4. gap billing;

6.7.5. engaging in hedging transactions across accounts.

6.7.6. performing test trades using an external, delayed or slow data feed or trading on delayed charts

6.7.7. use of arbitrage or tick scalping strategies

6.7.8. employing software, artificial intelligence, ultra-high-speed capabilities, or mass data entry that could manipulate, exploit, or provide you with an unjust advantage when utilizing our systems or services.

6.7.9. performing the same test trading strategy, alone or in combination with other Customers.

6.8. The Provider reserves the right to designate any other activity as prohibited for the purpose of using the Services.

6.9. Any engagement in the aforementioned prohibited activities may result in immediate termination of access to the Provider's Services, reporting to relevant authorities, and pursuing remedies available under applicable laws.

7. Services 7.1. The primary purpose of the Services offered is to provide educational opportunities that enable users to gain an understanding of trading. These Services include access to Challenges for a fee, tools for simulated trading on the financial markets, analytical tools, educational resources, training materials, access to

the Platform, and additional supporting services. These Services can be accessed via the Platform or through applications provided by the Provider or third-party entities.

7.2. The simulated trading employs financial market data; however, you recognize that any trading conducted through the Services is of a simulated nature and not real. The funds allocated for simulated trading are entirely fictional, and you possess no entitlement to retain or employ these funds beyond the scope of the Services.

7.3. It is understood that these hypothetical funds are not suitable for actual trading purposes and you shall not receive remuneration for them. Unless otherwise stated, you will not be entitled to compensation or gains derived from the outcomes of your simulated trading, and you will not bear responsibility for any resulting losses.

7.4. The company's services are available on the Provider's platform. To access the Provider's services, you need to register on the platform.

7.5. The Customer is responsible for guaranteeing the accuracy, completeness, and currency of all information submitted to the Provider via the registration or order form, the Client Portal, or any other means. In case of any changes to the Customer's details, prompt notification must be conveyed to the Provider, and the information in the Client Portal should be promptly amended. The Customer holds sole accountability for maintaining the precision and timeliness of the information provided. The Provider is under no obligation to validate this information.

8. Services Disclaimer

8.1. You confirm and consent that:

8.1.1. The Provider offers a service designed for simulation, practice, and educational purposes.

8.1.2. There is no labor relationship between the Provider and You. Only contractual legal relations arise between the provider and the customer in the realization of this contract.

8.1.3. The provider does not provide real trading services on financial markets. Services of test accounts are provided to the provider by a third party.

8.1.4. While functioning solely within demo conditions, you have to acknowledge that various factors influence system response, execution prices, speed, liquidity, market data, and the time it takes to access your account. These factors encompass market volatility, the size and nature of your order, prevailing market conditions, the performance of the system, and other related elements. The Provider shall have no liability in this regard.

8.1.5. You affirmatively assure the Provider that you will refrain from employing the Site for any intentions that are in violation of the law or contradicted by these Terms and Conditions.

9. Third-Party Services

9.1. You understand that in order to make use of our Services, you need to arrange for the necessary technical equipment and software, including any third-party software (like the software needed for the Platform), at your own expense and accountability.

9.2. The Services can be reached through the web browsers. You are responsible for acquiring internet connectivity, and any essential hardware, and keeping your web browser updated, all at your own cost. The Provider doesn't ensure compatibility with specific hardware or software, and there are no extra charges for internet connectivity from our end.

9.3. You recognize that the trading platform providers are distinct entities from the Provider, and when you engage with their services and products, their individual terms, conditions, and privacy policies will apply. It is your duty to review and comprehend these terms, conditions, and privacy policies before you submit an order form.

9.4. Your utilization of this demo trading platform from the Third Party is subject to the terms and conditions set forth by this third party. You have to comply with §12 of these Terms and Conditions in order to use the Platform.

9.5. The Provider neither represents, warrants, nor assumes any responsibility, and shall bear no liability or obligation, regarding the use of said trading platform or any transactions undertaken, or any contracts entered into, with the third-party provider.

9.6. Any contractual agreement formed in connection with the use of the demo trading platform is strictly between you and the third-party provider. It does not involve the Provider.

9.7. The Provider does not provide assurance regarding the accuracy, timeliness, completeness, or usefulness of any third-party content, including, but not limited to, free and publicly accessible beta trading platforms. The provider also holds no responsibility or liability for any content, advertisements, products, or other materials present on or accessible through third-party websites.

9.8. The Website might include links to websites operated by third parties ("Third-Parties Links").

9.9. These Third-Parties Links are not under the Provider's control and the Provider bears no responsibility for the content of Third-Parties Links. The Provider provides these links solely for your informational purposes. The inclusion of any Third-Parties Links should not be misconstrued as Blue Guardian's endorsement of the Linked Site or any affiliation with its operators.

9.10. Some of the Services accessible through the Website are provided by external websites and entities (Third-Parties Links). When you utilize a product, service, or feature that originates from the Website, you affirmatively acknowledge and grant permission for the Provider to share your information and data with any third party in contractual partnership with the Provider.

10. Account Registration

10.1. To access the platform's services and products, you must register on the platform in accordance with these Terms and Conditions.

10.2. Registration on the platform is possible through the online form available on the website. By registering on the platform, you agree to these Terms and Conditions and consent to the processing of personal data in accordance with the Privacy Policy.

10.3. When filling out the form, please make sure that the information you provide us is correct. You warrant and represent that any information you provide on your registration form is complete, true, and accurate.

10.4. After filling out the form on the platform, you will receive an email confirming receipt of your application. This does not mean that your account is registered. After your account registration has taken place (acceptance of your application for account registration), you will receive another email confirming your registration on the platform.

10.5. The date of sending the email confirming the registration of your account will henceforth be considered the date of commencement of the contract.

11. Account Access

11.1. After confirming the registration of your account, you become responsible for maintaining the confidentiality of your account by changing your password in a timely manner at system notifications, using a strong password, personal credentials, etc. You further acknowledge that you will not pass on access data to third parties. By this agreement, you confirm your responsibility for all activities that occur in your account.

11.2. The Provider reserves the right to refuse the use of certain credentials, passwords, and other login data at its sole discretion in order to comply with the rules for using the platform set forth in this agreement.

11.3. If you know or suspect that another person knows your account login details, and/or password, you must immediately contact the Provider's support service by e-mail: support@fxci.com.

11.4. You accept and consent to the fact that the provider holds no liability for third-party access to your account arising from the theft or unauthorized use of your account. The Provider retains the authority to suspend access to your account or terminate the Contract immediately, at its sole discretion, if you do not adhere to this terms

11.5. The Provider cannot ensure that the Website will be completely secure or devoid of bugs or viruses. The custodian is solely responsible for any damage that may occur. In case of any related incidents, the Provider shall not be liable for any damages caused.

11.6. It is the responsibility of the Customer to set up your information technology, computer programs, and platform to enable access to the Website. Additionally, it's advisable to use your own virus protection software.

11.7. You acknowledge and agree that you shall not engage in any activities that result in unauthorized access to or use of the Provider's Website. You shall not attempt to breach security measures, tamper with or manipulate the Website's systems, data, or functionalities, or engage in any actions that may compromise the integrity or functionality of the Website. Any violation of these provisions may result in legal action, termination of your access to the Website, and pursuit of remedies available under applicable laws.

12. Account maintenance

12.1. You recognize and consent that all assessment accounts must be registered under the name of the Services Provider. You will receive access to use these accounts according to the terms and conditions specified in these Terms. Additionally, you affirm that the Provider retains the ongoing right to access your assessment account. You explicitly agree to such access by the Provider for the purpose of verifying:

12.1.1. The Conformity of the assessment process of the Customer as stated in §13;

12.1.2. The trading progress on the simulation account;

12.1.3. Whether the indicators that were stated have been achieved;

12.1.4. Whether there were any losses, and if so, how much and in what percentages.

12.2. You confirm and consent that:

12.2.1. All “trading” carried out within the account is simulated and does not involve real trading on either Demo or live accounts. In your account, you may see terminology applicable to real trading, but this is purely a simulation.

12.2.2. The balance has no relation to real funds; it is only a virtual representation of the challenge (assessment) process.

12.2.3. You acknowledge that simulated trading may not correspond to real market quotes. We may use values, execution speeds, and other parameters set at the Provider's discretion.

12.3. You acknowledge and agree that the platform (interface) used for simulated trading within the Assessment is provided by a third-party provider. You must agree to and comply with the terms and conditions of this third-party provider in relation to the use of their simulated trading platform.

12.4. The Provider might grant you access to the limit stop feature. You recognize and consent that using the limit stop feature might not always restrict your simulated losses to the predetermined amount. You also recognize and agree that, despite setting an equity stop limit on your account, it's your responsibility to ensure your trading activities adhere to appropriate simulated loss limits.

12.5. For the purpose of assessment accounts on the website, the standard account leverage of 1:100 is used for test trading of FX instruments. The provider reserves the right to modify the rate in accordance with the rules of modification established by these Terms.

13. The Assessment Process

13.1. The assessment (Challenge) is an extension of the educational services provided by the Provider, but it is not a mandatory component of these services. Achieving various stages is intended as an additional motivation in the learning process and is not a compulsory phase in utilizing the services.

13.2. The assessment process consists of two distinct stages: Phase 1 (Phase One) and Phase 2 (Phase Two).

13.3. In Phase 1, participants aim to reach the trading targets outlined below, which are periodically updated by the Provider, within the specified timeframe. Upon meeting these targets, participants will progress from Phase 1 to Phase 2.

Account Balance at Phase 1	Profit Target
10,000 EUR	1,000 EUR
25,000 EUR	2,500 EUR
50,000 EUR	5,000 EUR
100,000 EUR	10,000 EUR
200,000 EUR	20,000 EUR

13.4. In Phase 2, meeting the Trading Targets within the specified period will lead to an automatic progression through the evaluation for the Final evaluation by the Provider. This progression does not imply the definitive fulfillment of the Trading Targets or the completion of the assessment process

Account Balance at Phase 1	Profit Target
10,000 EUR	500 EUR
25,000 EUR	1,250 EUR
50,000 EUR	2,500 EUR
100,000 EUR	5,000 EUR
200,000 EUR	10,000 EUR

13.5. Upon notification of successful progression through Phase 2, participants can request a Final evaluation by the Provider. The Provider will evaluate whether the Trading Targets have been met and inform the participant of the outcome.

13.6. If the Trading Targets are not met, participants have the option to retake the previous tests to reassess their skills by initiating the purchase for the same fee and under the same conditions.

13.7. Successful completion of 3 Assessments (transition from Phase 1 to Phase 2, transition from Phase 2 to Final evaluation by the Provider) may result in the participant being invited to become a FXCI EXPERT. This means that the participant may be offered a contract to provide consulting services to the Provider or a partner company. Such an agreement falls outside the regulations of these Terms and Conditions and constitutes a separate agreement.

13.8. The Provider reserves the right to accept or refuse to recognize a participant as a FXCI EXPERT at its discretion and is not obligated to disclose the reasons for such a decision.

13.10. The Provider's decision regarding the successful or unsuccessful completion of the Assessments is final and not subject to appeal. The decision can only be reconsidered at the Provider's initiative.

13.10. In the event of unsuccessful completion of the assessment, if the participant decides to discontinue cooperation, or if the Provider decides not to recognize the participant as a FXCI EXPERT, the participant is not entitled to a refund of the funds spent on access to Challenges or any other refunds.

14. Payment obligations

14.1. By accessing to Services provided by the Provider, you acknowledge and agree to the following payment obligations:

Account Balance	Access fee
10,000 EUR	99 EUR
25,000 EUR	189 EUR
50,000 EUR	299 EUR
100,000 EUR	499 EUR
200,000 EUR	949 EUR

14.1.2. *Compensable means that the amount of the paid access fee can be returned to the Customer by Provider or a third-party partner after signing a contract for the provision of Consultation services as indicated in paragraph 13.

14.1.3. You will not be able to receive a refund solely due to the Provider's refusal to recognize you as a FXCI EXPERT.

14.1.4. Payment for the access fee shall be made through the payment methods and platforms designated by the Provider and the Third Parties payment maintenance Provider's partners. You agree to provide accurate and valid payment information.

14.1.5. Provider cannot guarantee the correctness of the information on the value of the Access fee or other variable payment information, so due to technical or other problems, it may not be valid. In such a case, the Provider will contact Customer and inform you of the problem. In instances where we cannot reach you using the provided contact information during the registration process will be considered canceled with the notifying of the Customer. As well, the Customer will be able to either execute the payment request in full or cancel the registration request and receive a refund (fees may be deducted from the Customer).

14.1.6. The cost of Access to other fees is subject to change at the discretion of the provider. This does not affect the fees that are already paid.

14.1.7. In the event that you violate the Terms and Conditions, the Provider reserves the right to terminate your access to the Challenges and/or the Platform without refund.

14.2. You are responsible for any applicable taxes, duties, or fees associated with your payment for access to Services. The access fee does not include taxes unless expressly stated.

15. Payment methods

15.1. The Provider offers a range of payment methods for the convenience of our users. By utilizing our services, you acknowledge and agree to the following:

15.1.1. We accept payments through methods as specified on the Website, which may include credit cards, debit cards, other payment methods available from the company's partners. The specific payment methods available may vary based on your location and the services you are accessing.

15.1.2. By providing payment information, you authorize the Provider to process the relevant payment for the services you are availing. You confirm that you have the necessary authorization to use the chosen payment method.

15.1.3. You are responsible for providing accurate and up-to-date payment information. Inaccurate or outdated payment information may result in disruptions to the provision of services.

15.1.4. The Provider may use third-party payment processors to facilitate and handle payment transactions. You acknowledge and agree that your payment details may be shared with such processors for the purpose of completing the payment transaction.

15.1.5. You understand that no data transmission over the Internet can be guaranteed as fully secure, so you are acknowledging that the Provider is not liable for any loss or damage may result from.

15.1.6. Depending on your location and the chosen payment method, currency conversion fees or transaction fees may apply. You are responsible for any such fees imposed by the payment provider.

15.2. By making payments and using our services, you acknowledge your acceptance of the terms set forth in this clause and throughout the Terms and Conditions.

16. Intellectual property rights

16.1. The Website, and all of its contents, including but not limited to Challenges, articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, logos, titles, characters, names, graphics and button icons, excluding User Content (collectively “Intellectual Property Material”), are protected by copyright, trademark and other laws of the United Kingdom as well as an international conventions and the laws of other countries.

16.2. Our products are protected by copyright, trademark, and other laws. We reserve all right, title, and interest in our products, trademarks, logos, and other brand features.

16.3. Unless stated otherwise in these Terms and Conditions or with our explicit prior written consent, you are prohibited from using, publishing, reproducing, displaying, publicly performing, creating derivative works from, reverse engineering, decompiling, disassembling, distributing, licensing, transferring, selling, copying, posting, inputting into a database, uploading, transmitting, or altering the Intellectual Property Material, either in its entirety or in part. This prohibition applies to any purpose and any means, method, or process currently known or developed in the future.

16.4. You expressly agree and acknowledge that it is strictly prohibited to sell, sublicense, or transfer any intellectual property, content, or materials obtained from the Website to any third party for commercial purposes and/or non-commercial purposes.

16.5. Making modifications to the materials presented on the Website or using said materials for any purpose other than those explicitly permitted constitutes an infringement upon our copyright and other proprietary rights.

16.6. Any content, comments, suggestions, feedback, or materials submitted by Customers through the Website, including but not limited to forums, blogs, and feedback mechanisms, shall become the property of the Provider. By submitting such content, users grant the Provider a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media.

16.7. Customers further represent and warrant that they have the necessary rights to submit such content and that the content does not infringe upon any third-party rights, including intellectual property rights.

16.8. The Provider reserves the right to take appropriate legal action against any individual or entity found to be infringing upon its intellectual property rights, including seeking injunctive relief and claiming damages.

16.9. Users who believe that their intellectual property rights have been infringed upon by content on the Website are encouraged to contact the Provider to address such concerns: support@fxci.com.

16.10. The Website may contain links to third-party websites and content. The Provider does not endorse, control, or assume responsibility for such third-party content or websites. Ownership of any intellectual property rights in third-party resources is denoted in the third party's Terms and Conditions or other legal documentation.

17. Refund Policy

17.1. FXCI.com Refund Policy is available there: <https://fxci.com/refund-policy/>

18. Use of the Personal Information and the Privacy Policy

18.1. FXCI.com Privacy Policy is available there: <https://fxci.com/privacy-policy/>

19. Indemnification

19.1. You agree to indemnify, defend, and hold harmless of the Provider, its affiliates, directors, officers, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees), including, but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs arising out of or related to your use of the Provider's services, violation of these Terms and Conditions, or any third-party rights in connection with your use of the Website.

19.2. This indemnification obligation shall extend to any claims or demands asserted by third parties due to your actions or omissions.

19.3. The Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you shall cooperate with the Provider in asserting any available defenses.

20. Limitation of Liability

20.1. To the extent permitted by applicable law, the Provider and its affiliates, directors, officers, employees, agents, and partners shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, arising from or in connection with your use of the Provider's services, even if advised of the possibility of such damages.

20.2. You expressly acknowledge and agree that your use of the Provider's services is at your own risk. The limitations set forth in this clause shall apply whether the alleged liability arises from tort, contract, negligence, strict liability, or any other legal theory, and regardless of whether Provider has been informed of the possibility of such damages.

20.3. In no event shall the total liability of the Provider and its affiliates, directors, officers, employees, agents, and partners to you for all damages, losses, and causes of action exceed the total amount paid by you, if any, for accessing and using the Provider's Services.

20.4. The Provider shall be not liable for any including but not limited:

20.4.1. Third-party actions as in §9

20.4.2. Loss of data

20.4.3. Interruptions

20.4.4. Accuracy of data

20.4.5. Unauthorized access

21. Termination and Suspension

21.1. The Provider reserves the right, at its sole discretion, to terminate or suspend your access to the Provider's Services without prior notice for any reason, including but not limited to:

21.1.1. Any violation of these Terms and Conditions and any Policies and guidelines established by the Provider;

21.1.2. Any engagement in the Prohibited activities as stated in the §6;

21.1.3. Providing inaccurate or deceptive information;

21.1.4. Any form of misconduct, harassment, abusive behavior, or any action that compromises the safety and integrity of the Provider's Services;

21.1.5. Failure to comply with the payment obligations;

21.1.6. Suspicion of unauthorized access, security breaches, or fraudulent activities associated with your account;

21.1.7. The provider reserves the right to suspend or terminate the contract without specifying the reasons for such suspension or termination.

21.2. Termination of the Contract will not affect your or Provider's rights and remedies that have accrued as at termination.

21.3. Upon termination or suspension:

21.3.1. Your access to the Provider's Services will cease immediately.

21.3.2. Provider reserves the right to deactivate or delete your account and any related information.

21.3.3. You will remain responsible for any outstanding fees, charges, or obligations accrued prior to termination or suspension.

21.4. Provider shall not be liable to you or any third party for any consequences resulting from termination or suspension of your access to the Services.

22. Force Majeure

22.1. The Provider shall not be held liable for any failure to perform, delay in performance, or interruption of services due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, strikes, technical failures, power outages, government actions, or any other force majeure event.

22.2. The Provider shall not be liable for any losses, damages, or liabilities arising from or related to the force majeure event.

22.3. The Provider shall have the right to extend timelines, suspend, or modify its obligations as necessary in the event of force majeure.

23. Change of the Terms

23.1. The Provider reserves the right to modify or update these Terms and Conditions at any time without prior notice. Changes will become effective upon posting on the Website or through other communication channels. It is your responsibility to review these Terms and Conditions periodically for any changes.

23.2. By continuing to use the Services after any modifications to the Terms and Conditions, you acknowledge your acceptance of the revised terms. If you do not agree with the changes, you should cease using our services.

23.3. The Provider may also provide notice of significant changes to the Terms and Conditions through email or other communication methods to ensure that you are aware of such changes.

23.4. Unless specifically provided for in these Terms and Conditions, any changes or modifications to the Terms and Conditions will only be considered effective if they are made in writing and signed by both parties or their authorized representatives.

24. Invalidity of Contract Provisions

24.1. In the event that any provision or portion of the Terms and Conditions is deemed invalid, illegal, or unenforceable, such provision shall be considered as removed, but this will not impact the validity and enforceability of the remaining portions of the Terms and Conditions.

25. Confidentiality

25.1. In the course of using Provider's services, you may gain access to confidential information, including but not limited to proprietary (prop.) trading strategies, algorithms, data, and technical details ("Confidential Information"). You agree to treat all Confidential Information as strictly confidential and take reasonable measures to protect its confidentiality.

25.2. You shall not, including but not limited to:

25.2.1. Disclose, share, or disseminate any Confidential Information to third parties;

25.2.2. Use Confidential Information for any purpose other than your use of Provider's Services;

25.2.3. Copy, reproduce, or duplicate any Confidential Information;

25.2.4. Retain or use Confidential Information after the termination of your access to the Provider's Services;

25.3. This confidentiality obligation shall not apply to information that is:

25.3.1. Publicly available information;

25.3.2. Authorized Disclosure with the express written consent of the Provider;

25.3.3. Required by law.

25.4. Your obligations under this Confidentiality clause shall survive the termination or suspension of your access to the Provider's Services.

26. Notices

26.1. Any notices or communications required or permitted to be given under these Terms and Conditions shall be made in writing and may be delivered by email at support@fxci.com.

26.2. Notices to you will be sent to the email address associated with your account and the email address you have provided in the process of the Assessment account registration.

26.3. Notices delivered by email shall be deemed received on the same day if sent during business hours, or on the next business day if sent outside of business hours.

26.4. It is your responsibility to ensure that the contact information provided to the Provider is accurate and up-to-date.

27. Governing Law and Jurisdiction

27.1. These Terms and Conditions and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the United Kingdom.

27.2. In the event of any dispute or claim arising out of or in connection with these Terms and Conditions, both parties agree to make reasonable efforts to resolve the matter amicably through good faith negotiations.

27.3. Any disputes, claims, or proceedings arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.