



# Vertex Forex Funds

## Overview

This website, Vertex Forex Funds (also referred to as “The Company”), offers this website, including all information, tools, and services available from this site to you, the user, subject to your acceptance of all terms, conditions, policies, and notices stated here.

By using our site and/or making a purchase, you agree to engage in our “Service” and to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including any additional terms, conditions, and policies referenced herein or available by hyperlink. These Terms of Service apply to all users of the site, including but not limited to browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

The Services are intended only for individuals over the age of 18 who reside in countries where the Services are available. By registering on the Website, you confirm that you are at least 18 years old. If you are under 18, you may not use the Services. You agree to access the Services only from countries where they are available. You acknowledge that access to and use of the Services may be restricted or prohibited by law in certain countries, and you agree to use the Services only in accordance with applicable laws.

Any new features or tools added to the current store (under the provided accounts section) shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

**NONE OF THE SERVICES PROVIDED BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES UNDER APPLICABLE LAWS. THE PROVIDER DOES NOT OFFER GUIDANCE, INSTRUCTIONS, OR INFORMATION ON HOW TO PERFORM TRANSACTIONS WHEN USING THE SERVICES, OR ANY OTHER INFORMATION REGARDING THE INVESTMENT TOOLS TRADED. THE PROVIDER ALSO DOES NOT ACCEPT SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS.**

**IF ANY INFORMATION OR STATEMENTS FROM EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS ANY SUCH INTERPRETATION AND WILL NOT BE RESPONSIBLE FOR IT.**

We may grant third parties access to our website for the purposes of troubleshooting and/or maintaining website, database, or infrastructure-related issues. Such access is monitored and will be revoked once the scope of work is completed.

**ALL PAYMENTS ARE FINAL AND FOR EVALUATION PURPOSES ONLY.**

Registration fees are paid to grant you access to the Vertex Forex Funds platform, models, and services. The Customer is not entitled to a refund of the registration fees, as the service is delivered immediately upon purchase. No refunds apply to the services provided by Vertex Forex Funds.

**Section 1 – Online Registration Terms**

By agreeing to these Terms of Service, you confirm that you are at least the age of majority in your state or province of residence, or that you have given us consent to allow any minor dependents to use this site if you are the legal guardian. You agree not to use our services for any illegal or unauthorized purposes and not to violate any laws in your jurisdiction (including but not limited to copyright laws) while using the Service.

A breach or violation of any of the Terms will result in the immediate termination of your Services.

**Section 2 – General Conditions**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (excluding credit card information) may be transferred unencrypted and involve (a) transmissions over various networks, and (b) changes to conform to and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transmission over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, the use of the Service, or access to the Service, or any contact on the website through which the Service is provided, without our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **Section 3 – Accuracy, Completeness, and Timeliness of Information**

We strive to ensure that the information we provide is accurate; however, since some information is supplied by third parties, we cannot guarantee that all information available on this site is accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, complete, or timely sources. Any reliance on the material on this site is at your own risk.

This site may contain historical information, which is not current and is provided for reference only. We reserve the right to modify the contents of this site at any time but have no obligation to update any information. You agree that it is your responsibility to monitor changes to our site.

### **Section 4 – Modifications to the Service and Prices**

Prices for our products are subject to change without notice.

We reserve the right to modify or discontinue the Service (including accounts provided) or any part or content thereof at any time, without notice.

We shall not be liable to you or any third party for any modifications, price changes, suspensions, or discontinuances of the Service. The company retains the right to cease operations at any time.

### **Section 5 – Products or Services (if applicable)**

One registration per person is permitted. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction, and may exercise this right on a case-by-case basis. We also reserve the right to limit the quantities of any products or services offered.

All descriptions of products or pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for a product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other materials purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Section 6 – Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. At our sole discretion, we may limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed through the same customer account, credit card, or billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you via the email and/or billing address or phone number provided at the time of the order. We also reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or unauthorized distributors.

You agree to provide current, complete, and accurate purchase and account information for all transactions made at our store. You also agree to promptly update your account information, including your email address, credit card numbers, and expiration dates, to ensure we can process your transactions and contact you as needed.

## **Section 7 – Optional Tools**

We may provide you with access to third-party tools over which we do not monitor, control, or influence. You acknowledge and agree that we offer access to such tools on an "as is" and "as available" basis, without any warranties, representations, or conditions of any kind, and without endorsement. We will not be liable for any issues arising from or related to your use of these optional third-party tools. Your use of such tools is entirely at your own risk and discretion, and you should ensure that you are familiar with and agree to the terms provided by the relevant third-party provider(s).

We may also offer new services and/or features through the website in the future, including the release of new tools and resources. Such new features and/or services will also be subject to these Terms of Service.

## **Section 8 – Third-party Links**

Certain content, products, and services available through our Service may include materials from third parties. Third-party links on this site may direct you to websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of these third-party sites and do not warrant or assume any liability for third-party materials or websites, or for any other materials, products, or services provided by third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with third-party websites. Please review the third party's policies and practices carefully and ensure you understand them before engaging in any transactions. Any complaints, claims, concerns, or questions regarding third-party products should be directed to the respective third party.

## **Section 9 – Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy.

## **Section 10 – Prohibited Uses**

**10.1.** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in unlawful acts;
- (c) to violate any international, federal, provincial, state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or those of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that may affect the functionality or operation of the Service, related websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service, related websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violations of these prohibited uses.

**10.2.** Traders associated with proprietary trading firms, including their owners and employees, are strictly prohibited from engaging in trading activities with Vertex Forex Funds.

### **Section 11 – Disclaimer of Warranties; Limitation of Liability**

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Vertex Forex Funds, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Section 12 – Indemnification**

You agree to indemnify, defend, and hold harmless Vertex Forex Funds and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claim or demand, including reasonable attorneys' fees, 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 the rights of a third party.

### **Section 13 – Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Section 14 – Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice. You will remain liable for all amounts due up to and including the date of termination, and/or we may deny you access to our Services (or any part thereof).

## **Section 15 – Disputes**

Once you dispute an order payment, it has an adverse impact on the company financially and damages our company profile in the eyes of the Payment Gateway. Hence, according to our policy, we will be banning accounts (directly involved in the dispute/against the same order number) of traders who dispute their payments. Moving forward, we will not entertain any requests to unban the accounts.

Users involved in a disputed transaction where there has not been any problem on our side will not be eligible for any further accounts with Vertex Forex Funds, and all their other active accounts will be closed.

This policy is in place to protect Vertex Forex Funds from financial adversity and to ensure the long-term viability of the brand name.

## **Section 16 – Entire Agreement**

The failure of Vertex Forex Funds to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and Vertex Forex Funds and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and Vertex Forex Funds (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **Section 17 – Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **Section 18 - Confidentiality of Communications**

All communications between Vertex Forex Funds ("The Company") and you, the user of our services, are strictly confidential. This includes, but is not limited to, emails, messages through our website, phone calls, and any other form of communication.

By using our site and engaging in our Service, you agree that you will not disclose, share, publish, or otherwise make public any part of these communications without the prior written consent of The Company. This confidentiality agreement is essential to maintain the trust and integrity of our services. Any breach of this confidentiality provision will be considered a violation of these Terms and may result in immediate termination of your access to our services, along with any other remedies available to The Company under law.

## **Section 19 – Contact Information**

Questions about the Terms of Service should be sent to us at [support@vertexforexfunds.com](mailto:support@vertexforexfunds.com).

## **Section 20 - Applicable Law**

Any legal relations established by these Terms and Conditions or related to them, as well as any related non-contractual legal relations, shall be subject to the laws of the United States, where applicable. Should there be a dispute between the parties and if the said dispute is not able to be resolved through arbitration as stated in the TOU by law or by circumstances, the dispute shall be resolved by the court of the United States.