Commercial Terms

These “Commercial Terms” apply to our commercial transactions with you, including your purchase of any Paid Service from us (as this term is defined below). “Paid service” refers to a membership in the qualifying and main stages of the Try2BFunded trading contest held by Just2trade for which we charge a fee. If you are a Try2BFunded subscriber, you are the Account Holder, the Customer and the End User of a Try2BFunded trading account. During the Try2BFunded trading contest each subscriber is provided with access to web trading platform in order to trade on his/her Try2BFunded trading account and show his/her best results in accordance with criteria described on our web-site try2bfunded.com. Please note that Try2BFunded trading accounts are demo accounts with virtual funds. No real trading on these accounts occurs. You cannot deposit or withdraw from these accounts with real funds because of their virtual nature.

You should carefully read through these Commercial Terms to understand your rights and responsibilities, as these Commercial Terms constitute a contract between you Just2trade Online Ltd or its affiliate from which you are purchasing the Paid Service. By purchasing a Paid Service you agree to be legally bound by these Commercial Terms.

If you do not agree to the Commercial Terms, then you can decide not to complete a Commercial Transaction.

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any Try2BFunded product or service (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the Try2BFunded website or through any Try2BFunded service or product. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We may update these Commercial Terms from time to time. Please be sure to review these Commercial Terms before you finalize any Commercial Transaction.

Payment of Fees; Taxes

When you elect to purchase a Paid Service from us and enter a form of payment, you agree that: (i) you will fulfill your obligation to pay for the Paid Service by the date on which payment is due; (ii) any payment information you provide is true and accurate; (iii) you are authorized to use the payment method you provide; (iv) we have permission to retain the payment information and method, including all submitted debit and credit card information, submitted by you and your issuing bank or the applicable payment network; and (v) we are authorized
to charge you for the Paid Service using the established payment method and the information you provide that is stored in your account as of the applicable date for payment. Your assurances of payment and our rights to collect payment include any obligation you may have to pay any taxes or delivery charges described as being applicable to the Product you are buying. In addition, you agree that you will be responsible for any credit card chargeback fees as well as any reasonable collection costs we incur as a result of your failure to pay on a timely basis.

You agree to pay the charges for the Paid Service in the currency specified by Just2trade (or any payment processor from which you may purchase the Paid Service) when you enter into the Commercial Transaction, and you assume all risks associated with any changing value in the currency compared with other currencies. The specified charge for a Paid Service are VAT-inclusive and may include certain other taxes or delivery or similar charges applicable to your purchase. If any tax or charge applicable to a purchase is not charged by us, you acknowledge that you are solely responsible for paying the tax or other such charge. The receipt provided to you reflecting your purchase includes VAT (if applicable) which is charged based on your location.

Our prices for a Paid Service do not include any of the third-party fees you incur in connection with using a Paid Service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data services and any other third party applications or services with which you may use the Paid Service; you are responsible for selecting and managing these other services, and paying the fees for such services.

Changes in Fees

We may change the price of any Paid Service from time to time, and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Paid Service would not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Paid Service. If you do not agree to pay the new price or other applicable charges, you may elect not to renew the Paid Service subscription before the price change goes into effect, which cancellation would be effective at the expiration of your then current billing cycle. See “Cancellation” below for information on how to cancel a Paid Service subscription.
Autorenewal

Just2trade accepts certain debit and credit cards as well as other forms of cash payment as payment methods for Paid Services (each, an “Accepted Payment Method”), subject to the procedures and rules contained in these Commercial Terms and any applicable contract with the Accepted Payment Method. Accepted Payment Methods may vary by country or by Paid Service and may change from time to time. When you purchase with an Accepted Payment Method, the fees for your Paid Service will be billed on or near the date of your purchase. If you purchase a Paid Service subscription that renews automatically, such as monthly or annually, you agree that we may process your Accepted Payment Method on each monthly, annual or other renewal term (based on the applicable billing cycle), on or near the calendar day corresponding to the commencement of your Paid Service subscription, as applicable. See “Cancellation” below for information on how to cancel a Paid Service subscription. In addition, you agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding your purchase and your submitted payment information in order to process your purchase, and to use the email address submitted by you to provide you with notices and disclosures relating to renewals and recurring charges. If your Paid Service subscription began on a day not contained in a subsequent month (e.g., your service began on January 30, and there is no February 30), Just2trade will process your payment on or near the last day of such month. (This is what we mean by paying on an autorenewal basis.) See below for information describing what you must do to change your Accepted Payment Method.

Changes to Payment Methods and Account Information

You are responsible for ensuring that your account information, including your email address and all payment information (address, debit or credit card number and expiration date), is accurate and up to date. You may change this information at any time. If you’re an Account Holder, you may log in to your account through the Try2BFunded website, access your Settings page and make the changes.

If your credit card expires or the information is otherwise invalid, or you or another party controlling the payment method makes changes to your billing account too close in time to when we charge for any Paid Service subscription (so we cannot reasonably act on your changes prior to billing), we will probably not be aware of this, and we will bill the current charges to the card we had on record; the continuation of your Paid Service subscription
constitutes your authorization for us to do so, and you remain responsible for any uncollected amounts and any charges incurred by you or us as a result of billing to an invalid card.

Cancellation of a Paid Service Subscription

You may elect to cancel a Paid Service at any time. Any cancellation of a Paid Service will be effective as of the end of the then-current billing period and subject to our Refund Policy (see the section entitled “Refund Policy”), except as described below for an upgrade in Paid Service.

If you wish to upgrade your existing Paid Service subscription to a more expensive level of Paid Service, Just2trade will permit you to cancel your existing Paid Service subscription prior to the end of the subscription term. In that event, Just2trade will apply the pro-rated balance of your pre-paid subscription fees towards the initial subscription fee for the new Paid Service, provided that no refund will be provided for any amounts in excess of the initial subscription fee for the upgraded Paid Service. If you have purchased a Paid Service from a reseller or payment processor, you may be required to contact the reseller or payment processor to process your cancellation request, as Just2trade may have no ability to process the cancellation for you. Please note that this is the case even where you are upgrading from one Paid Service to a new Paid Service.

If you desire to cancel your subscription for the Paid service as of the end of the current billing period, you may do so by logging into your account through the Try2BFunded website, accessing your Settings page and choosing “Cancel Subscription.”

If you are taking part in any trial period offer that enables you to use a Paid Service without charge, and that trial period converts into a Paid Service upon the expiration of the trial period, you must cancel the Paid Service prior to the end of the trial period in order to avoid incurring the charges for the Paid Service.

We may cancel any Paid Service subscription you have purchased if you fail to pay the applicable subscription fees and any applicable taxes in full and in a timely manner according to these Commercial. A failure to pay occurs in any situation where Just2trade has not received timely payment, including where any credit card issuer or payer bank refuses to transmit the funds that are then due, or the reseller or payment processor you have contracted with notifies us of your failure to pay. We may, in our discretion, elect not to cancel a Paid Service subscription immediately for non-payment, in which case you will continue to be responsible for the fees due for the duration of the applicable subscription. In
addition, if you fail to pay for a Paid Service, we may elect to suspend your rights to use that Paid Service. We will endeavor to provide you notice promptly after any failure to make a payment to us in full and on time, but we are not obligated to do so.

Refund Policy

Except as described below, Try2BFunded subscriptions (“Paid Service” subscriptions) are non-refundable, and no prorated refunds or credits will be offered for partially used subscriptions. However, if we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future.

We reserve the right to issue refunds or credits at our sole discretion in the following situations:

1) Where we materially modify the Terms of Service or Commercial Terms during a billing period and such modification (“Terms Modification”) adversely affects you, we may refund a portion of your Paid Service subscription fee equal to the remaining unused term of the Paid Service subscription, as we determine appropriate or as may be required by applicable law. To be eligible for a refund, you must provide written notice which must (a) identify your account and (b) request cancellation of the specific Paid Service. The cancellation will be effective upon our receipt of your notice and our determination that you are authorized to effect such cancellation.

Where a modification or interruption of any part of the Try2BFunded service adversely affects you, we may refund a portion of your Paid Service subscription fee equal to the remaining unused term of the Paid Service subscription, as we determine appropriate or as may be required by applicable law.

Costs of Collection; Credit Card Chargebacks

In addition to the published fees for a Paid Service, you agree to pay any reasonable costs we incur to collect any unpaid or past due amounts, including reasonable attorneys’ fees and other associated costs. Delinquent payments will bear interest at the rate of 1% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full.

If you purchase a Paid Service subscription with a credit card and then subsequently request your credit card issuer to reverse that payment, Just2trade is charged a fee that may be a significant multiple of the amount we initially received. Accordingly, in order to enable you to
pay relatively minor fees with a credit card, you acknowledge and agree that we reserve the right to suspend the access to your Try2BFunded trading account until such time as you reimburse us the amount of the fee we were charged by the card issuer.

Disqualification

During stage #1 and #2 every Contestant should demonstrate asset management skills including proper professional profit target setting and risk management (i.e. not just pure day trading speculation).

The successful trading activity of a Contestant during first two stages will allow him/her to be chosen by the Company as a candidate for a real money Funded account. At this step, the Company performs identification and verification procedures (also known as 'Know Your Customer' or 'KYC'). In case the Contestant meets all the internal requirements the Company may grant him/her a real money Funded account.

The general rule is that a person can only have one Funded Account under management at the time.

The Company reserves the right not to grant real money funded account in case it reveals that the Contestant’s trading pattern neglects the current conditions.

Try2BFunded has the right to disqualify any Contestant at any stage if:

a) A breach of these Commercial Terms occurs;

b) Try2BFunded has reasonable grounds to reveal a misuse of the Contest;

c) The Contestant acts in bad faith, or in a way that is fraudulent, abusive, deceitful, and/or in a manner that is not in the spirit of the Contest;

D) The Contestant engages in any other form of fraudulent or deceitful trading activity in the Contest;

e) There is any indication or suspicion of manipulation, fraud, abuse, and/or any form of fraudulent or deceitful trading activity in a Contestant's account.

Contestants, who had been disqualified or has had failed to comply with the Commercial Terms, will forfeit their right to claim any rewards from the Contest, and any profit or losses from any executed transactions will be revoked.