

# **Terms & Conditions**

#### Overview

This website, **FundedSpot** (also referred to as "The Company"), offers this website, including all information, tools, and services available from this site to you, the user, conditional to your acceptance of all terms, conditions, policies, and notices stated here.

By using our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are 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, then 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 only intended for persons over the age of 18 residing in the country for which the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

Any new features or tools which are added to the current store (under provided accounts section) shall also be subject to the 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 TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY 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. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

We may grant access to third parties to our website to troubleshoot and/or maintain website, database, or infrastructure-related issues. These access permissions are monitored and removed after the scope of work is performed.

ALL PAYMENTS ARE FINAL AND FOR EVALUATION PURPOSES ONLY.

The registration fees are paid for allowing you to access the **FundedSpot** platform, models, and services. The Customer is not entitled to a refund of the registration fees as the service is directly delivered after purchase. No refund applies to the service that **FundedSpot** offers.

### 1. Online Registration Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). A breach or violation of any of the Terms will result in immediate termination of your Services.

#### 2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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

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

### 3. Accuracy, Completeness, and Timeliness of Information

We make every effort to ensure that the information we provide is accurate; however, the information is also supplied by third parties, and we are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

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

#### 4. Modifications to the Service and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (accounts provided) (or any part or content thereof) without notice at any

time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service (The company has the right to cease operations at any given time).

# 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. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any 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 material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### 6. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We 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 purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### 7. Evaluation and Master Stage Rules

# (a) Maximum Loss Limits:

• The Customer shall not exceed the maximum loss limit based on a percentage of the initial

account size during both the **Evaluation** and **Master** stages. The limits for various models are as

follows:

1. 2-Step Model: 10% maximum loss limit

2. 1-Step Model: 6% maximum loss limit

3. FS - Lab: 5% maximum loss limit

# (b) Maximum Daily Loss Limits:

 The maximum daily loss is calculated based on a percentage of the starting equity or balance of the day. The higher value between equity and balance will be used. This rule is enforced for both

the **Evaluation** and **Master** stages, and the daily limit is determined at **22:00 UTC/Server Time**:

1. **2-Step Model:** 5% maximum daily loss limit

2. 1-Step Model: 3% maximum daily loss limit

3. **FS – Lab:** 5% maximim daily loss limit

# (c) Profit Targets:

• During the **Evaluation** stage, traders must meet specific simulated profit targets based on the

initial account size and the model followed, while adhering to all applicable rules.

1. **2-Step Model:** 10% profit target of the initial account size

2. **1-Step Model:** 8% profit target of the initial account size

3. **FS – Lab:** 6% profit target of the initial account size

# (d) Trading Rules & Violations:

If a Customer violates any rules during the **Evaluation** or **Verified** stages (such as exceeding the loss limits), the account will be terminated without a refund.

### 8. Rules of Demo/Simulation Trading

### (a) Inactivity:

Accounts inactive for more than 30 calendar days will be considered terminated.

# (b) News Trading and Holding Positions Over Weekends:

Positions can be held over the weekend. However, trades executed within 5 minutes before and after high-impact news events may not count towards profits if we suspect an abusive behaviour.

# 9. Prohibited Trading Practices and Toxic Trading Behavior

The following trading behaviors are strictly forbidden:

- Gap Trading, High-Frequency Trading, Latency Arbitrage, News Trading, etc.
- Copy Trading or using third-party services for account management is prohibited, except for certain Expert Advisors.
- Over-leveraging or taking on disproportionate risks relative to the account size is not allowed.

Violations will result in account termination without a refund.

### 10. Optional Tools

We may provide access to third-party tools over which we neither monitor nor have any control. You agree that any use of these optional tools is at your own risk and discretion.

# 11. Third-Party Links

We may include third-party links that direct you to websites outside of **FundedSpot**. We are not responsible for the content, accuracy, or activities of third-party websites. It is your responsibility to review third-party policies before engaging in transactions with them.

### 12. Risk Management and Compliance

**FundedSpot** reserves the right to conduct risk assessment interviews to ensure compliance. If any forbidden practices are detected, we reserve the right to restrict, withhold, or terminate services and accounts without prior notice.

### 13. Personal Information

All personal information submitted through our store is governed by our **Privacy Policy**.

#### 14. Prohibited Uses

You may not use the website or services for any unlawful purposes, to solicit others for unlawful acts, or to engage in any fraudulent or malicious activity.

# 15. Limitation of Liability

We do not guarantee uninterrupted, timely, or error-free services. By using our services, you agree that your use is at your sole risk. We will not be held responsible for any damages resulting from the use of our services.

# 16. Indemnification

You agree to indemnify and hold harmless **FundedSpot**, its employees, and affiliates from any claims arising from your breach of these Terms or your use of the services.

### 17. Termination

**FundedSpot** may terminate your account if you breach any of these Terms. All obligations incurred prior to termination will remain in effect.

### 18. Disputes

Users involved in disputes related to payment processing may face permanent account bans. Any disputes regarding these Terms will be governed by the laws of **Dubai**, **UAE**, with the courts of Dubai having exclusive jurisdiction.

# 19. Entire Agreement

These Terms and any policies posted on the website represent the entire agreement between you and **FundedSpot** and supersede any previous agreements.

# 20. Changes to Terms

We reserve the right to modify these Terms at any time. It is your responsibility to review this page periodically for updates.

# 21. Confidentiality of Communications

All communications between **FundedSpot** and its users are confidential. Any breach of this confidentiality will result in account termination.

# 22. Contact Information

For any questions regarding these Terms, please contact us at support@fundedspot.trade