

General Terms and Conditions – User Agreement

These Terms and Conditions (the "Agreement") constitute the User Agreement between the User ("User") and Clearfunded ("Company," "we," "our," or "us"). By accessing or using any services provided by Clearfunded, the User agrees to comply with and be bound by these Terms and Conditions.

Acceptance of Terms: By accessing or using the services offered by Clearfunded, the User acknowledges and agrees to be bound by these Terms and Conditions, as well as the Privacy Policy and the Risk Disclaimer. If the User does not agree with any of the terms set forth, the User must refrain from using the services provided by Clearfunded.

No Financial Advice: The services provided by Clearfunded do not constitute financial, investment, legal, or tax advice. All information and services provided are for informational purposes only. Users should seek independent financial advice from qualified professionals before making any financial decisions. The User understands and accepts the risks involved in any activities related to the use of our services.

Risk Acknowledgement: The User acknowledges and fully understands that using the services offered by Clearfunded may involve financial risks, including but not limited to the potential loss of capital. The User is solely responsible for assessing and managing these risks. Clearfunded will not be held liable for any losses incurred by the User due to the use of its services.

Privacy Policy and Data Protection: The User agrees to the collection, use, and processing of personal data in accordance with the Privacy Policy. Clearfunded is committed to protecting the privacy and confidentiality of all personal information shared by the User.

Amendments to Terms: Clearfunded reserves the right to amend, modify, or update these Terms and Conditions at any time without prior notice. The User is responsible for regularly reviewing these Terms and Conditions. Continued use of the services after any modifications will be deemed acceptance of the updated terms.

Limitation of Liability: To the fullest extent permitted by law, Clearfunded will not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of, or inability to use, its services. This includes, but is not limited to, any loss of profit, data, or business opportunities.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and/or Singapore, without regard to its conflict of law principles. Any disputes arising from or related to this Agreement shall be resolved in the competent courts located within 's-Hertogenbosch, Oost-Brabant, The Netherlands.

Termination: Clearfunded reserves the right, in its sole discretion, to suspend or terminate the User's access to any services at any time, without notice, for violation of any provision of this Agreement or for any other reason deemed appropriate by Clearfunded.

Entire Agreement: This Agreement, together with the Privacy Policy and the Risk Disclaimer, constitutes the entire understanding between the User and Clearfunded regarding the use of the services. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Disclaimer

This Agreement is intended for general informational purposes only and should not be construed as legal advice. Clearfunded strongly recommends consulting with a legal professional to ensure compliance with applicable laws and regulations.

Terms and Conditions - User Agreement

These Terms and Conditions (the "Agreement") constitute the User Agreement between the User ("User") and Clearfunded ("Company," "we," "our," or "us"). By accessing, browsing, or using any services, features, content, or applications offered by Clearfunded, offered mainly through www.Clearfunded.com ("Website"), the User agrees to comply with and be bound by these Terms and Conditions, as well as any additional terms, conditions, and policies referenced herein or provided elsewhere on the Clearfunded website or platform. The User acknowledges that they have read, understood, and accepted these Terms and Conditions in their entirety. If the User does not agree to these terms, they should not use or access the services provided by Clearfunded.

This Agreement governs the relationship between the User and Clearfunded and supersedes any prior agreements or understandings regarding the use of our services. Clearfunded reserves the right to modify or update these Terms and Conditions at any time, and any changes will be communicated through appropriate channels. By continuing to use the services after any such modifications, the User agrees to be bound by the updated terms.

1. Introductory Provisions

- 1.1. These General Terms and Conditions ("GTCs") set out the rights and obligations associated with your use of the services provided by Clearfunded, a company incorporated under the laws of Singapore, registered with the Singapore Business Registry under registration number 205518119C with its registered address 160 Robinson Road; 14-04 Singapore. ("Clearfunded" or the "Company"). These GTCs apply to all access to and use of the services, whether through www.Clesrfunded.com or any other means.
- 1.2. By completing the registration process on the Website, or, where registration is not required, by commencing use of the Services, you enter into a legally binding agreement with the Provider for the provision of the selected Services. These General Terms and Conditions ("GTC") constitute an integral part of this agreement. By entering into this agreement, you expressly acknowledge that you have read, understood, and agreed to be bound by these GTC.
- 1.3. The Services are intended solely for individuals aged eighteen (18) years or older who reside in jurisdictions where the Services are lawfully available. By registering on the Website or using the Services, you represent and warrant that you meet these eligibility requirements. Access or use by individuals under eighteen (18) years of age is strictly prohibited and may result in immediate suspension or termination of access. You further represent and warrant that you will only access the Services from countries where their use is legally permitted. It is your sole responsibility to ensure that your use of the Services complies with all applicable laws and regulations. The Company disclaims all liability for any access or use of the Services in violation of applicable law.

- 1.4. To the fullest extent permitted by applicable law, none of the Services provided by the Company shall be deemed to constitute investment services, investment advice, or investment recommendations. The Company does not provide, solicit, or accept any instructions, guidance, or advice in relation to transactions conducted through the Services. No employee, officer, agent, or representative of the Company is authorized to provide investment advice or make investment recommendations. Any statements, whether oral or written, that may be construed as investment or financial advice are expressly disclaimed, and the Company accepts no liability whatsoever in this regard.
- 1.5. Your personal data is collected and processed in accordance with the Company's Privacy Policy. By registering an account and using the Services, you acknowledge and consent to the processing of your personal data as described in the Privacy Policy. The creation of an account and the use of the Services require the submission of certain personal information, which will be handled securely and in compliance with applicable data protection laws.

2. Definitions

- 2.1. The definitions and rules of interpretation in this clause apply to these GTCs:
- 2.2. **"User and/or User"** means the User of the Services;
- 2.3. **"Dashboard"** means the platform accessible upon registration, and the User portal, including but not limited to the account and trading performance details;
- 2.4. **"Economic Calendar"** refers to the upcoming schedule of events, data, releases, and announcements that may affect financial markets;
- 2.5. **"Evaluation Phase and/or Challenge"** means the assessment process by the Company, where the User must meet specific profit targets and comply with predefined risk management rules within a simulated trading environment. Successful completion of the Evaluation Phase is required to qualify for participation in the Funded Phase, subject to the completion of the Know Your User Process;
- 2.6. **"Funded Phase"** means the stage where a User is successful (both in Evaluation Phase and Know Your User), and obtains access to a funded account;

- 2.7. **“Funded Trader Service Agreement”** means the agreement signed between a User who has successfully passed a Challenge and completed the Know Your User process, in order to join the Funded Phase;
- 2.8. **“Know Your User (KYC)”** means the due diligence process to verify the User’s identity after successfully passing the Evaluation Phase and before joining the Funded Phase;
- 2.9. **“Service(s)”** means the service(s) provided by the Company;
- 2.10. **“Trading Platform”** means an electronic interface provided by a third party through which the User performs simulated trading;
- 2.11. **“Website”** means www.Clearfunded.com.

3. Registration and Eligibility

- 3.1. During registration, you must provide your full legal name and residential address as stated on your government-issued identification and proof of residence. The Company will verify your identity after successful completion of the Challenge. Inconsistencies between your account name and identification documents may result in refusal of a funded account or cancellation of payout.
- 3.2. The Services are only available to individuals over the age of eighteen (18) and residing in jurisdictions where the Services are permitted. By registering, you confirm that you are at least 18 years old.
- 3.3. You must ensure that all information provided to the Company through registration, the order form, or the Dashboard is complete, accurate, and up to date. You must immediately notify the Company of any changes, including changes in your country of residence. Misrepresentation of your location, including the use of VPNs or proxies to bypass geographic restrictions, is prohibited and will be considered a material breach of these GTCs.
- 3.4. You agree to access the Services solely from countries where they are available and comply with all relevant laws. Certain jurisdictions may restrict access to the Services.
- 3.5. The Company may refuse, restrict, or terminate Services if: (i) you are subject to international sanctions, (ii) you have a financial crime-related criminal record, or (iii) you reside in a prohibited jurisdiction. You are responsible for ensuring compliance with local laws.

- 3.6. If you provide identification numbers or register as a legal entity, you will be considered an entrepreneur (trader), and the consumer protection provisions of these GTCs will not apply.

4. Services and their order

- 4.1. You can order the Services through the Website by completing the relevant registration or order form. After registration, you will receive login details for the User Section and/or Trading Platform, granting you access to the Services.
- 4.2. The Services include, among others, the Challenge, and Verification products, instruments for simulated trading on financial markets, analytical tools, training and educational materials, access to the Dashboard, and other supplementary services. These Services, which also encompass the purchase of new challenges and access to the Funded Phase, may vary in scope, including the analytical tools provided ("Services"). The Services can be accessed through the Dashboard or applications offered by the Company or third-party entities. These may differ in the scope of services provided (e.g., available analytical tools).
- 4.3. You must ensure that all information provided through the registration or order form, User Section, or any other means is complete, accurate, and up to date. You are responsible for maintaining the accuracy of such information and must immediately notify us of any changes. The Company is not obliged to verify the data provided.
- 4.4. The Challenge fee varies depending on selected options, initial capital, risk levels, and other parameters. The final fee is determined when you complete the order form. The Provider reserves the right to offer Services under individually agreed terms, including discounts or benefits, which may not be combined unless otherwise stated. Each Challenge and account type is subject to its own specific rules, and restrictions applicable to one Challenge or account type will not apply to a new order of a different Challenge.
- 4.5. The fee paid grants access to the Challenge or related Services. No refunds will be issued under any circumstances, including for cancellation, failure to complete the challenge, or breach of these GTCs, excluding the sums in the Refund Policy.
- 4.6. If you dispute the paid fee or initiate a chargeback, the Company may suspend or terminate all Services and refuse future access.
- 4.7. The Challenge option you select will apply to the subsequent Verification. Changes are not permitted once selected.
- 4.8. The Company reserves the right to unilaterally modify the fees or parameters of the Services. These changes do not affect previously purchased Services.
- 4.9. Orders are finalized upon submission of the order form. The Company will confirm receipt by email. For the Challenge, the contract is formed upon payment. The contract is concluded in English and stored electronically.

- 4.10. You are responsible for obtaining the necessary technical equipment and software to use the Services, including any third-party software. The Company does not warrant compatibility with any specific equipment or software.
- 4.11. You acknowledge that the operators of third-party trading platforms may have their own terms and privacy policies. You are required to review these before using their services.
- 4.12. If you place an unusually large number of orders within a short period, the Company may take protective measures, including suspending further orders. If such behaviour is related to prohibited trading practices.
- 4.13. You may create and maintain an unlimited number of Challenges with the Company. However, the total allocation across all Funded Phase accounts held by a single User shall not exceed US\$400,000, or such other amount as determined by the Company at its sole discretion. The Company reserves the right to monitor and enforce this limit. If the total allocation exceeds the specified limit, the Company may, at its discretion, suspend, limit, terminate, or adjust the accounts to ensure compliance. You are solely responsible for ensuring compliance with this allocation limit.

5. Terms of Use of the Website, Services, and Other Content

- 5.1. All content on the Website, including the Dashboard, design, graphics, and multimedia, is owned by the Company or its licensors and is protected by copyright laws. The User is granted limited, revocable, non-transferable permission to use the content for personal purposes only.
- 5.2. Trademarks, logos, and identifying marks are the exclusive property of the Company or its licensors and cannot be used by the User.
- 5.3. The User agrees to act with integrity in fulfilling contractual obligations, avoiding actions that could harm the Company's reputation or legal interests.
- 5.4. Except as explicitly outlined in these GTCs, no additional rights are granted to the User regarding the Services or content.
- 5.5. Prohibited actions when accessing Services and content include:
 - 5.5.1. Using tools that could disrupt operations or exploit website deficiencies;
 - 5.5.2. Circumventing technical restrictions;
 - 5.5.3. Copying, back-up, reverse engineering, decompiling, or modifying content;
 - 5.5.4. Selling, renting, or distributing the Services or content beyond allowed use;
 - 5.5.5. Using automated means to collect information or display content;
 - 5.5.6. Engaging in any actions that could harm the Company.
 - 5.5.7. These provisions do not limit any non-excludable consumer rights under applicable law.

6. Payment and Fees for Services

- 6.1. Access to the Evaluation Phase is contingent on payment of the applicable fee (the "Fee") for participation in the Challenge. The Fee varies based on the selected account type, initial capital, acceptable risk level, and other parameters required for successful completion of the Challenge, as detailed on the Website.
- 6.2. The Company reserves the right to change the Fee, Challenge terms, and rules at its discretion, including those for successful completion. Individual discounts and benefits cannot be combined unless explicitly stated otherwise.
- 6.3. The Fee for the Challenge is listed in US Dollars but can also be paid in other currencies offered on the Website. If you select a currency other than euros, the Fee will be converted using the Company's exchange rates, which will be displayed prior to order confirmation. Payment in a currency other than the selected one will be subject to exchange rates at the time of payment, and you bear any related exchange premiums.
- 6.4. The Fee is inclusive of all taxes. If you are an entrepreneur, you are responsible for fulfilling any applicable tax obligations in accordance with applicable law.
- 6.5. Payment can be made via credit/debit card, bank transfer, or any other payment method available on the Website. Payments via express methods are processed immediately.
- 6.6. Refunds: The Company offers a fourteen (14) day refund policy for initial purchases, provided the account has not been used. Refund requests must be submitted within this period by contacting support. Refunds are not granted if the account is used, the User cancels services, requests account deletion, receives a 100% discount, or violates these Terms and Conditions.
- 6.7. The Company reserves the right to suspend, terminate, or refuse service if the User unjustifiably disputes or requests a refund through chargebacks or similar services. Any such actions may result in the cessation of all future services.
- 6.8. The Company retains the right to alter the Fee and service parameters at any time, with prior notice provided through the Dashboard or email.

7. Challenge

- 7.1. Upon payment of the Fee, the User will receive the necessary login details for the Trading Platform via email or through the Dashboard. By opening the first trade, the User expressly requests the Company to begin providing services, which affects the User's right to withdraw from the contract as outlined in these GTC. The User acknowledges that services are being rendered before the expiration of the withdrawal period.
- 7.2. The User must meet the conditions of the Challenge as specified, in section 7, to be deemed successful. If successful, the Company will make the KYC process available to the User. The Company is not obligated to evaluate the Challenge if the User has not closed all trades.

- 7.3. If the User fails to meet the Challenge conditions, the Challenge will be deemed unsuccessful, and the User will not gain access to the subsequent Funded Phase for that Challenge.
- 7.4. Upon successful completion of the Challenge and the KYC process, the User may, at the Company's sole discretion, be offered participation in the Funded Phase, where the User can trade using the Company's capital. The terms for participation in the Funded Phase will be governed by a separate agreement that the User must sign. The Company reserves the right to offer or withhold a Funded Trader Service Agreement at its discretion.
- 7.5. The User acknowledges that, should they fail to meet the Challenge conditions, access to the Company's services will be suspended or terminated without the right to a refund of the paid Fee. The right to a refund expires once the first trade is opened unless the User meets the conditions for withdrawal as outlined in these GTC.
- 7.6. The User is responsible for adhering to all demo trading rules as specified in these Terms, including rules on closing trades and maintaining required profit percentages. Failure to do so will result in the Challenge being deemed unsuccessful.

8. Challenge Conditions

- 8.1. In order for the User to meet the conditions of the Challenge, the User must fulfil all of the following parameters at the same time:
 - 8.1.1. the User has opened at least one demo trade on at least four different calendar days;
 - 8.1.2. in the course of none of the calendar days during the Challenge did the User report a loss on any demo trades opened and closed on that day, which would exceed the percentage of the initial capital for the respective option as described below; 5% daily or 10% total.
 - 8.1.3. at no time during the Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed in total the percentage of the initial capital for the respective option as described below: 5% daily or 10% total.
 - 8.1.4. the Customer is in a total profit on all closed demo trades amounting to at least the percentage of the initial capital for the respective option as described below: 8% for phase 1 and 5% for phase 2.
- 8.2. If the Customer meets the conditions of the Challenge and complies with these GTC, including the trading rules, the Provider will consider the Challenge successful and grant access to the Verification, free of charge, by sending login details to the Customer's email or User Section. The Provider is not obligated to evaluate the Challenge if the Customer has not closed all trades.
- 8.3. If during the Challenge the Customer does not comply with some of the conditions specified in clause 6 or 7, the Challenge will be evaluated as

unsuccessful, and the Customer will not be allowed access to the subsequent Verification. If during the Verification the Customer does not comply with any of the conditions specified in clause 6 or 7, the Verification will be evaluated as unsuccessful, and the Customer will not be recommended as a candidate for the Trader program. In such cases, the Customer's account and Services will be cancelled without refund of fees already paid.

9. Dashboard

- 9.1. Each Challenge is separate. Unless the Company grants an exception, Users may not transfer or combine initial capital, rules, parameters, data, or other information between Challenges.
- 9.2. Access to the Dashboard and Trading Platform is secured by User login data, which must not be shared. If the User is a legal entity, access may be granted to authorized employees or representatives. The User is responsible for all activities conducted via the Dashboard or Trading Platform and assumes liability for any misuse. The Company is not liable for any consequences of such misuse.
- 9.3. The Company may perform maintenance or upgrades that may cause service interruptions, degrade Service quality, or result in partial or complete outages. Such disruptions do not entitle the User to refunds or credits. The Company is not liable for Dashboard or Trading Platform unavailability, nor for any damage or loss of data uploaded, transferred, or stored by the User.

10. Account termination and/or suspension of service

- 10.1. These GTCs are effective upon the User's first use of the Services and remain in effect as long as the User continues to use the Services.
- 10.2. Users may request termination of each Challenge via the Dashboard. Termination ends the contract and revokes access to the respective Challenge, including the Dashboard and Trading Platform. No refunds or reimbursements will be provided for the Fee paid.
- 10.3. Unauthorized use of the Services constitutes a material breach of these GTCs. The Company may, at its sole discretion, terminate access to the Services, including password or account, if these GTCs are violated. If the Service is suspended, re-subscription and payment of the Fee are required to reinstate it.
- 10.4. The Company reserves the right to terminate, restrict, or revoke access to some or all Services, including the Dashboard and Trading Platform, without prior notice or compensation, if the User breaches any provision of these GTCs.

- 10.5. An account is deemed active if the User has opened and closed at least one position within thirty (30) consecutive calendar days. Accounts with no closed positions for over thirty (30) consecutive days will be disabled and terminated. Accounts terminated due to inactivity are not eligible for a refund but can be re-opened after request.

11. Rules and Parameters

- 11.1. During the Challenge, the User may engage in trading, provided no breach occurs of any prohibitions or restrictions in this Agreement. The User agrees to adhere to ethical standards, risk management rules, and any restrictions set by the Trading Platform.
- 11.2. By using the Trading Platform, the User agrees to the Company collecting and sharing demo trade data with affiliates and business partners for lawful purposes. The User waives any entitlement to payment or compensation for the use of this data.
- 11.3. Trading does not constitute investment advice, and the User may cease trading at any time.
- 11.4. The Company is not responsible for the accuracy, interruptions, delays, or issues related to market data on the Trading Platform or Dashboard.

12. Orders Placement; Timing & Price

- 12.1. The User must not open positions 10 minutes before or after significant Economic Calendar releases. It is the User's responsibility to monitor restricted releases on the Economic Calendar.
- 12.2. Trades executed at demonstrably off-market prices will be cancelled, and associated profits or losses annulled. Collusion for exploiting opposite positions is prohibited and will result in annulment of profits and losses.
- 12.3. Fraudulent use of hedging strategies, such as holding opposite positions across multiple accounts, is prohibited. Any violation will result in immediate closure of positions and breach of challenge rules.

13. Evaluation Phase

- 13.1. If the User successfully meets the Challenge conditions, the Company will offer access to the KYC process.

- 13.2. The Company is not obligated to evaluate the Challenge if the User has not closed all trades.
- 13.3. Non-compliance with the Challenge conditions results in an unsuccessful Challenge and denial of access to the Funded Phase.
- 13.4. Successful completion of the Challenge and KYC process may result in an offer to participate in the Funded Phase, at the Company's discretion. The terms of participation will be governed by a separate agreement.

14. Intellectual Property Rights

- 14.1. All rights, titles, and interests in and to any intellectual property related to the services provided under these Terms and Conditions, including but not limited to patents, trademarks, copyrights, trade secrets, designs, know-how, software, databases, algorithms, source code, and any other proprietary information (the "Intellectual Property"), whether created or developed before or during the term of this Agreement, are and shall remain the exclusive property of the Company or its licensors. The User acknowledges and agrees that no ownership, title, or interest in such Intellectual Property is transferred to the User under this Agreement, except for the limited, non-transferable license granted.
- 14.2. Subject to the User's compliance with the terms and conditions of this Agreement, the Company grants the User a limited, non-exclusive, non-transferable, revocable license to use the Company's Intellectual Property solely for the purpose of accessing and utilizing the services provided by the Company (the "Services"). This license is strictly limited to the User's personal, non-commercial use and does not grant the User any right to sublicense, distribute, modify, or otherwise exploit the Company's Intellectual Property for any other purpose.
- 14.3. The User agrees not to:
 - 14.3.1. Reproduce, copy, modify, or create derivative works of any part of the Company's Intellectual Property;
 - 14.3.2. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software provided by the Company, except to the extent expressly permitted by applicable law;
 - 14.3.3. Use any automated means, scripts, or tools to extract, harvest, or collect data from the Company's website, platform, or services;
 - 14.3.4. Use the Company's Intellectual Property in any manner that may infringe upon the rights of third parties, or in any manner that may harm or tarnish the reputation of the Company or its services;
 - 14.3.5. Remove, alter, or obscure any copyright, trademark, or other proprietary notices or labels from the Company's Intellectual Property.

- 14.4. The User agrees to take all necessary precautions to protect the Company's Intellectual Property from unauthorized use, disclosure, or distribution. If the User becomes aware of any infringement or suspected infringement of the Company's Intellectual Property, the User agrees to promptly notify the Company and cooperate with the Company in enforcing its rights.
- 14.5. Where the Services provided by the Company incorporate third-party intellectual property, the User acknowledges that their use of such third-party intellectual property is governed by the respective third-party's terms and conditions, and not by the terms of this Agreement. The Company shall not be liable for any breach by the User of such third-party terms.
- 14.6. Except as expressly provided in this Agreement, nothing in these Terms and Conditions shall be construed as granting the User any right, title, or interest in or to the Company's Intellectual Property, either by implication, estoppel, or otherwise. All rights not expressly granted in this Agreement are reserved by the Company.
- 14.7. Upon termination or expiration of this Agreement, all rights granted to the User to use the Company's Intellectual Property shall immediately cease, and the User shall promptly cease using any part of the Company's Intellectual Property. The User agrees to return or destroy any materials containing the Company's Intellectual Property that are in the User's possession, in accordance with the Company's instructions.
- 14.8. The provisions of this Clause 13 (Intellectual Property) shall survive the termination or expiration of this Agreement, and continue to be binding upon the User for as long as they retain access to any of the Company's Intellectual Property.

15. Prohibited Practices

- 15.1. Any engagement in the prohibited trading practices outlined herein, including but not limited to those specified below, shall be considered a material breach of these Terms and Conditions. The Company reserves the right, at its sole discretion, to take corrective or legal actions against the User, including issuing warnings, denying access to funded accounts, withholding payouts, or permanently suspending the User's access to the Company's services.
- 15.2. The User shall not engage in any fraudulent activities, whether directly or indirectly, including but not limited to:
- 15.2.1. Manipulating market prices, spoofing, or attempting to create false market conditions;

- 15.2.2. Engaging in practices designed to mislead other market participants or artificially influence the market in any manner;
 - 15.2.3. Creating, directly or indirectly, any false impression of liquidity or market depth.
- 15.3. The User is prohibited from using any strategy that takes advantage of system errors, inaccuracies, delays, or discrepancies in the Company's pricing or data feeds. This includes, but is not limited to:
 - 15.3.1. Exploiting inaccurate price displays, delayed updates, or discrepancies in data feeds;
 - 15.3.2. Using external or slower data feeds, such as from personal broker accounts, Futures Feeds, or other third-party platforms, to gain an unfair advantage over the system or other Users.
- 15.4. Coordinating trading activity, whether within a single User's multiple accounts or between different Users, to manipulate or otherwise artificially influence the market is strictly prohibited. This includes:
 - 15.4.1. Executing trades across multiple linked accounts to create false market movements or trading volumes;
 - 15.4.2. Manipulating prices or creating deceptive trading patterns through such coordinated activities.
- 15.5. The User shall not utilize any form of High-Frequency Trading (HFT) systems, Artificial Intelligence (AI)-driven tools, or automated mass data entry methods that manipulate the system's inefficiencies, such as exploiting execution speeds, order processing times, or latency. The use of these technologies to gain an unfair advantage, whether in speed, order matching, or other market functions, is prohibited.
- 15.6. The User is prohibited from executing trades or engaging in trading practices that are inconsistent with conventional financial market principles, or that may cause financial harm to the Company. This includes:
 - 15.6.1. Overleveraging positions;
 - 15.6.2. Excessive risk-taking or unhedged exposure;
 - 15.6.3. Account rolling (shifting positions between accounts to avoid liquidations);
 - 15.6.4. Engaging in any activity that violates standard financial market practices.
- 15.7. The User must adhere to sound risk management practices. The following actions are expressly prohibited:
 - 15.7.1. Manipulating lot sizes or executing inconsequential trades to artificially meet trading day or volume requirements;
 - 15.7.2. Bypassing risk controls or using strategies designed to evade risk management systems implemented by the Company.
- 15.8. Arbitrage trading, including but not limited to latency arbitrage, hedge arbitrage, reverse arbitrage, and rollover scalping arbitrage, is strictly

prohibited. Such strategies exploit inefficiencies in the system and do not reflect legitimate market speculation or trading activity.

- 15.9. The User is prohibited from engaging in trading practices that involve:
 - 15.9.1. Trading within ten (10) minutes before or after high-impact economic events as listed above;
 - 15.9.2. Engaging in gap trading, including but not limited to taking advantage of price movements during market closures or re-openings.
- 15.10. The User is prohibited from engaging in copy trading, mirror trading, or using third-party tools, including expert advisors (“EAs”) to replicate trades from other accounts, signal providers, or strategies. All trading decisions must originate independently from the User. However, if a User can provide clear and verifiable evidence that a strategy, EA, or trade logic is self-developed and not based on external sources, exceptions may be granted at the sole discretion of the Company. Coordinated trading between accounts or any activity aimed at exploiting the evaluation model is strictly forbidden.
- 15.11. The use of third-party expert advisors (EAs) specifically designed for tick scalping, rollover scalping, or high-frequency trading strategies is prohibited. Additionally, the User must own the source code of any third-party EAs used in connection with the Services, and must not use third-party EAs to exploit inefficiencies in the system.
- 15.12. Engaging in excessive or unrealistic trading volume is prohibited. This includes:
 - 15.12.1. Executing an abnormally high number of trades within a short time frame;
 - 15.12.2. Using large lot sizes with minimal pip movement to artificially inflate profits or market activity.
- 15.13. The User is required to manage their risk responsibly, including avoiding the use of disproportionate amounts of their account equity on any single trade or failing to diversify their strategies appropriately. Engaging in trading practices that resemble gambling, such as risking a significant portion of the account’s capital on a single, high-stakes trade, is strongly discouraged.
- 15.14. While the Challenge is conducted on a demo account and does not involve real capital, the Company reserves the right to monitor all trading activity during the Challenge phase. The Company will assess whether any trading practices exhibit excessive risk-taking, exploitative strategies, or behavior inconsistent with responsible trading. If, during the evaluation phase, the User’s activities are deemed to pose a significant risk of financial loss or otherwise violate these Terms, the Company reserves the right, at its sole discretion, to disqualify the User from the program, suspend access to the User’s account, or terminate the evaluation without refund.

16. Defective Performance and Remedies

- 16.1. If the Services fail to meet the agreed standards or are not provided as specified, the User may exercise their rights regarding defective performance. The Company does not provide any guarantees regarding the quality of the Services.
- 16.2. The User must notify the Company promptly of any defects by emailing support@clearfunded.com, providing a detailed description of the issue.
- 16.3. Upon notification, the Company may, at its sole discretion, either:
 - 16.3.1. Remedy the defect by providing corrective action, or
 - 16.3.2. Provide an explanation for the issue.
- 16.4. If the defect cannot be resolved within a reasonable timeframe, the User may:
 - 16.4.1. Withdraw from the contract, or
 - 16.4.2. Request a reasonable discount, which the Company may offer at its sole discretion

17. Violation of the General Terms and Conditions (GTC)

- 17.1. Breach and Consequences: In the event that the User violates any provision of these General Terms and Conditions (GTC) in a manner that may cause harm to the Provider, including but not limited to the following instances, the Provider reserves the right to take appropriate corrective measures, including but not limited to the suspension or termination of services:
- 17.2. Unauthorized Access: If the User accesses the Services in a manner that is inconsistent with Clause 1.3 or 1.4 of these GTCs, or if the User fails to comply with the requirements related to the use of the Services as outlined in these provisions.
- 17.3. Providing Inaccurate or Outdated Information: If the User provides incomplete, inaccurate, or outdated information in breach of Clause 2.3, including any failure to update required information, or any false representations that could potentially harm the Provider's ability to deliver Services effectively.
- 17.4. Harming the Provider's Reputation: If the User engages in conduct or takes actions that may damage or harm the Provider's reputation, public image, or brand value, including defamatory actions, fraudulent activities, or any conduct that would reasonably be expected to cause harm to the goodwill of the Provider.
- 17.5. Non-Compliance with Trading Rules: If the User fails to comply with the demo trading rules and guidelines as stipulated under Clause 5.4, including but not limited to any manipulative, improper, or unethical trading practices during the demonstration phase.
- 17.6. Non-Compliance with Contractual Obligations: If the User engages in any activities or acts in a manner that is in direct conflict with Clause 8.3 or Clause 8.5, including unauthorized use of the Services, fraud, or any other activity that could disrupt or undermine the proper functioning of the Services.

- 17.7. **Actionable Remedies:** Upon identification of any of the aforementioned violations, the Provider may, at its sole discretion, take the following actions without prior notice and without providing any compensation or reimbursement to the User:
- 17.8. **Restriction of Services:** The Provider reserves the right to restrict or suspend the User's access to certain or all Services provided under these GTCs, including access to the User Section, Trading Platform, and any other related services.
- 17.9. **Termination of Access:** The Provider may fully or partially terminate the User's access to any and all Services, including but not limited to, suspending or blocking the User's ability to make further orders or engage in any trading activities.
- 17.10. **Legal Action:** In the event of a serious violation that results in harm or potential harm to the Provider's operations or reputation, the Provider reserves the right to pursue legal remedies, including claims for damages and enforcement of any obligations through legal channels.
- 17.11. **No Liability for Restrictions:** The User acknowledges that any actions taken by the Provider under this clause, including the restriction, suspension, or termination of Services, will be done in order to protect the integrity, security, and reputation of the Provider. The User agrees that the Provider shall not be held liable for any losses, damages, or inconvenience resulting from such actions.
- 17.12. **Mitigation of Violation Impact:** The User may, upon receiving notice of any violation, take immediate corrective actions as directed by the Provider to mitigate or rectify the breach. Failure to take remedial action within a reasonable period, as specified by the Provider, may result in further penalties, including permanent exclusion from using the Services.

18. Choice of Law and Jurisdiction

- 18.1. These GTCs shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws principles. The User agrees that the courts located in Singapore shall have exclusive jurisdiction to resolve any disputes, claims, or legal actions arising from or related to these GTCs, including any non-contractual disputes or claims. The User hereby submits to the exclusive jurisdiction of the Singapore courts, waiving any objection to such jurisdiction based on venue, forum non conveniens, or any other similar grounds.
- 18.2. Notwithstanding Clause 18.1, this provision shall not limit the User's rights under the mandatory consumer protection laws of the relevant EU Member State or any other applicable jurisdiction. In the event that the User is a consumer, they may also bring an action before the courts of their domicile or habitual residence, in accordance with applicable consumer protection laws.

19. Entire Agreement and Miscellaneous Provisions

- 19.1. **Entire Agreement:** These GTCs represent the entire agreement between you, the User, and the Company, and supersede all prior or contemporaneous agreements, representations, understandings, or communications, whether written or verbal, regarding the subject matter of these GTCs. No amendments, modifications, or waivers of any provision of these GTCs will be valid unless made in writing and executed by an authorized representative of the Company. Any previous agreements, whether expressed or implied, that relate to the subject matter of this agreement, are hereby replaced and rendered null and void.
- 19.2. **No Waiver of Rights:** Nothing in these GTCs shall be construed as a waiver of any legal claims, rights, or remedies that are available to either party under the applicable law or any other provisions in these GTCs. If the Company, or any third party authorized to act on its behalf, does not enforce compliance with these GTCs or delays the exercise of its rights, such inaction will not be construed as a waiver of any right or claim under these GTCs, nor will it prevent the Company from enforcing such rights at a later date. Any waiver of any provision of these GTCs shall be effective only if in writing and executed by an authorized representative of the Company.
- 19.3. **Assignment of Claims and Rights:** The Company reserves the right to assign or transfer any of its rights, claims, or obligations arising under these GTCs to any third party at its sole discretion, without the need for prior consent from the User. This includes the right to assign any financial or legal obligations, provided that such assignment does not affect the User's rights or obligations under these GTCs. The User, however, is not permitted to assign, transfer, or sublicense any of their rights, obligations, or claims arising under these GTCs to any third party without the prior written consent of the Company. Any attempt to transfer or assign such rights without the Company's written consent will be deemed null and void.
- 19.4. **Severability:** If any provision of these GTCs is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision will be modified to the minimum extent necessary to make it enforceable, and the rest of the agreement shall continue in full force and effect as if such provision had never been included. Both parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid and enforceable one that closely reflects the original intent of the parties.
- 19.5. **Acknowledgment of Risks:** By accepting these GTCs, the User explicitly acknowledges that they have carefully reviewed the terms and conditions, understand their contents, and have had the opportunity to seek independent legal or financial advice. The User further acknowledges that they are aware of and accept all risks associated with the services provided under these GTCs, including any financial, legal, or operational risks that may arise. The User agrees that they are acting voluntarily and that they assume full responsibility

for any consequences arising from their engagement with the Company's services.

20. Amendments to Terms and Conditions

- 20.1. The Company reserves the right to periodically amend these General Terms and Conditions (GTCs). Any material amendments or changes will be communicated to you in advance via the Dashboard and/or email. The Company will provide a clear notice of such changes, outlining the nature of the modifications. Upon notification of these amendments, you will have a reasonable period to review the revised GTCs. If you accept the changes, your continued use of the Services will constitute your agreement to the updated terms. Should you disagree with the amendments, you may terminate your agreement with the Company by providing written notice within the designated period, after which your access to the Services may be revoked. In the event of termination due to disagreement with the changes, you will not be entitled to any refunds or compensation for any fees already paid.