

## SFX FUNDED TERMS & CONDITIONS

Welcome to SFX International FZCO, trading as SFX Funded ('Company, we, us, our'). We grant you ('Client') a limited licence to access and use our services ('the Services') in accordance with the Terms and Conditions outlined in this Agreement.

### Definitions

For the purposes of these Terms and Conditions:

**"The Company"**, **"We"**, **"Us"**, and **"Our"** refer to SFX International FZCO trading as SFX Funded, as well as its affiliates and subsidiaries. When we use these terms, we're talking about the entity that provides the services.

**"You"**, **"Your"** and **"Client"** refer to the person accessing or using the Services provided by the Company. This term specifically identifies the individual entering into this Agreement with the Company.

**"Trader"** is used interchangeably with **"You"** and **"Client"** and refers to any individual that engages with the Company's services under the terms outlined in this Agreement.

**"Services"** encompass all products, programs, tools, and information the Company provides as described in this Agreement.

It is important that we make these terms and conditions available to you and that you understand them.

You are under no obligation to use the Services if you do not agree to these terms.

If you have any questions, please contact us via email at [support@sfxfunded.com](mailto:support@sfxfunded.com).

The below Terms and Conditions govern your use of the services offered through [www.sfxfunded.com](http://www.sfxfunded.com) (the 'Website') and other mediums facilitated by the Company. We urge you to read these terms promptly and thoroughly before you begin using our website or register for our services.

**BY USING OUR SITE, OR SIGNING UP FOR OUR SERVICES, OR WHERE REGISTRATION IS NOT REQUIRED, NOT LATER THAN BY YOUR FIRST USE OF THE SERVICES, YOU ENTER INTO A CONTRACT WITH THE COMPANY AND CONFIRM THAT YOU ACCEPT THESE TERMS AND CONDITIONS AND AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SITE. IF YOU DO NOT COMPLY WITH THE TERMS AND CONDITIONS, THE COMPANY HAS THE RIGHT TO TERMINATE THIS AGREEMENT WITH NO REFUND POLICY.**

And remember that these are not our only terms. You also must look at the following:

- (1) Our [Privacy Policy](#) page: it tells you how we use your personal data and more, so it's really important for you and;
- (2) [FAQs](#), [2-Step Evaluation](#) and [Instant Funding](#) pages: they tell you all the rules and guidelines you must comply with when providing signals to us through our programs.
- (3) [Fee & Refund Policy](#): it tells you the fee structure, the refund and chargeback terms.

This means that it's important that you know who we are, and so we have set out below very clearly. Our full details are as follows:

It is also important for you to understand who we are. We have clearly listed our company details below:

**Full name of legal entity:** SFX International - FZCO

**Company number:** DSO-FZCO-21983

**Email:** support@sfxfunded.com

**Address:** 23691-001, A2 Building, IFZA Business Park, DDP, DSO, Dubai, UAE

### **Risk Disclosure Statement**

SFX Funded offers no assurances or guarantees of returns from participating in its funding programs. In financial markets, especially when dealing with leveraged products or services—regardless of whether real funds in live markets or simulated funds in a simulated environment are used—the combination of market volatility and leverage can significantly increase the risk of loss.

It is critical to understand, based on our experience, that a substantial number of participants in paid programs do not succeed. Therefore, we strongly advise that you should only invest in paid programs if you are fully prepared to lose the evaluation fee without expecting a profitable return.

Results obtained in a simulated trading environment do not accurately reflect what you might experience in real trading activities. This discrepancy includes the psychological impacts experienced during losses. Successes or failures within our programs should not be used as a basis for making investment decisions in real accounts with retail brokerages. Outcomes in a real-world setting may vary significantly and could adversely affect you.

## **(1) WHO IS INVOLVED IN THIS AGREEMENT?**

### **(1.1) SFX International FZCO (the Company / the Signal Receiver)**

(1.1.1) The Company is the Signal Receiver and desires to receive trading signals from the Client (the Signal Provider). The Client (the Signal Provider) agrees to provide such signals under the terms outlined in this Agreement utilizing the Services provided on this website.

Through the Services, SFX Funded continues to lead in researching profitable trading strategies, using Clients' anonymised trading data to enhance our understanding and development of proprietary technologies. While we reserve the right to utilise the insights gained for our benefit, the only financial obligation from participants is limited to the initial program fee.

These Services simulate the experience of managing a large trading portfolio, offering participants a chance to showcase their trading strategies on a significant scale in a risk-free setting. Clients can earn a share of simulated profits as a reward for successful strategies, paid in real-world currencies, emphasising our commitment to exploring profitable trading techniques.

### **(1.2) The Client (you / the Signal Provider)**

(1.2.1) The Client is the Signal Provider and acknowledges and accepts that by signing up to any of the Services offered on this website, the Client will undergo a testing phase to demonstrate their capability to provide profitable trading signals to the Company. The Client agrees that all trading activities under this Agreement will be conducted on a demo account for the purpose of evaluating the profitability of the provided signals without any actual financial risk.

(1.2.2) When onboarding with the Company, the Client also agrees to be onboard with the Technology Provider directly to utilize its demo accounts for the purpose of providing trading signals to the Company. The relationship between the Technology Provider and the Client shall be exclusively based on the provision of providing trading signals by the Client to the Company.

(1.2.3) The Client agrees to undergo a testing phase, as detailed in this website to demonstrate their capability in providing profitable trading signals. Following the successful completion of the testing phase, the Client shall continue providing trading signals to the Company in accordance with the Services outlined on this website.

(1.2.4) The Company agrees to compensate the Client for their profitable signals according to the compensation structure is detailed on this website in relation to the Services and is based on a percentage of the value generated in the demo simulated account as a result of the Client's profitable signals.

(1.2.5) The Client acknowledges that the operators of trading platforms are persons or entities different from the Company and that their own terms and conditions and privacy policies will apply when they use their services and products.

(1.2.6) The Client represents and warrants that they shall, at all times during the term of this Agreement, be responsible for ensuring that their activities under this Agreement comply with all laws, regulations, and rules applicable within their jurisdiction. The Client shall indemnify and hold the Company and any third parties and any of their employees, suppliers, officers harmless from any damages, penalties, fines, costs, or losses that they may incur as a result of the Client's failure to comply with such legal requirements.

## **(2) NON-REGULATED ACTIVITIES**

(2.1) The Company is not registered or regulated; consequently, it does not engage in regulated activities, ensuring that its operations align with regulatory guidelines.

(2.2) the Company is not a financial institution or a broker, nor does it promote brokerage services. The Company does not invest the Clients money, ask for deposits, or trade clients' capital in financial markets. Additionally, the Company does not act or conduct services as a custodian.

(2.3) The fees paid by the Client are fees paid to undergo a test or exam and should not be considered deposits. All fees are used to cover operational costs, including but not limited to staff, technology, marketing, and other business-related expenses.

## **(3) NATURE OF SERVICES**

(3.1) The Client acknowledges that the Company provides simulated demo trading accounts aimed at enhancing traders' skills in risk management, trading psychology, and profit compounding. These efforts are encapsulated within the Company's Services provided, which stand as a valuable educational initiative designed to evaluate traders' performance. The Services underscore the Company's commitment to fostering a comprehensive learning environment for all Clients.

(3.2) The Services include offering tools for simulated demo trading in the foreign exchange (FOREX) market and other financial instruments across various financial markets, alongside analytical tools, educational materials, access to the Dashboard, and other related services or by granting access to applications from the Company or third parties. The information from financial markets is incorporated into the simulated trading environment; however, the Client recognizes that any trading conducted via the Services is not actual trading, but used for the sole purpose of providing trading signals to the Company with no financial risk.

(3.3) The Client further acknowledges that the funds allocated for demo trading are not real, and the Client has no entitlement to these fictitious funds outside their intended use within the Services. Specifically, these funds cannot be used for real trading, nor are you entitled to any payout of these funds. Unless explicitly agreed otherwise, the Client will not receive any compensation or profits based on their simulated trading outcomes, nor are they obligated to cover any losses incurred. You acknowledge that you have no rights or entitlements to a payout from simulated profits generated from your simulated trading account, all payouts are fully at the discretion of the Company.

(3.4) None of the Services the Company offers should be viewed as investment services under any applicable laws. The Company does not offer any advice, directions, or information on how transactions should be conducted through the Services or in any other manner, nor about the investment tools being used. Likewise, the Company does not accept any such advice, instructions, or information from any Client. The services do not include investment advice or recommendations. No one employed by or representing the Company is authorized to give investment advice or recommendations. Should any communication or statements made by the Company's employees or representatives be construed as investment advice or recommendations, the Company categorically denies such interpretations as being advice or recommendations and will not be liable for them.

(3.5) After paying the fee for the selected demo account option, the Client will receive the relevant login data for the Trading Platform at the e-mail address provided by the Client or in the Dashboard.

(3.6) The Client activates the demo account by opening the first demo trade in the Trading Platform. The acknowledge that, by opening the first demo trade, the Client expressly demand the Company to provide the complete Services and loses the right to receive a full refund.

(3.7) If the Client does not take any trade on the demo account within 30 calendar days of the date on which it was made available to the Client, their access to it will be suspended and the Company will terminate the Services without any right to a refund of the fee.

(3.8) In order for the Client to meet the conditions of the Services, the Client must fulfil all of the parameters as represented on the 2-Step Evaluation, Instant Funding, and FAQs pages.

(3.9) If during the use of the Company's Services the Client does not comply with any of the terms and conditions specified in this Agreement, the Client will be evaluated as unsuccessful Signal Provider, and the Client will not be allowed access to the subsequent level or continue to providing signals to the Company. In such cases, the Client's account and Services will be cancelled without refund of fees already paid.

(3.9.1) If the Client has met the conditions specified in section 9, and at the same time has not violated the terms and conditions of this Agreement, the Company will review the demo account and trading signals provided by the Client and will move the Client to the next available level free of charge by sending login details to the Client's e-mail address. The Company does not have to review the demo account if the Customer has not closed all trades.

(3.10) When the Company evaluates the Client as successful Signal Provider, it's in no way a guarantee that the Customer's will continue to accepted in the future if they violate any of the terms and conditions in this Agreement. The Company is not responsible for Client being rejected for any or no reason.

(3.11) Payout Requests: Payout requests from those within the funded account stage are subject to a detailed review process. The Company commits to review such requests within five working days; however, this period may extend if public holidays or unforeseen circumstances such as events of Force Majeure disrupt normal operational hours. To assess the legitimacy of the payout requests, the Company reserves the right to require Clients to participate in a detailed interview, which may be conducted via a video call. Alternatively, Clients may be asked to complete an automated interview process, during which they will record their responses to a set of predefined, interview-style questions displayed on-screen. No Client has a right or entitlement to a payout for simulated profits generated from their simulated trading account within the Funded Stage, any and all payouts are at the full discretion of the Company.

(3.12) Should the Client fail to satisfactorily explain their trading strategy or provide responses that lack necessary detail, the Company reserves the right to terminate services immediately. Furthermore, if the Company determines that the Client's trading strategy is fundamentally incompatible with its offerings, it may also result in immediate service termination. Additionally, all payout requests must comply with the Companies Anti-Money Laundering (AML) Policy. Non-compliance with this policy will result in the rejection of the payout request and may trigger further investigative or corrective measures in accordance with the policy's stipulations.

(3.13) Mirror Trading Authorisation: The Company reserves the right to mirror trade trades placed by the Client within its own corporate live trading account. By using the Services, the Client grants the Company the permission to replicate any trade executed in the Client's simulated account in the Company's live trading account under the same or similar conditions. This does not affect the Client account balance or trading outcomes in the simulated environment. The Client acknowledges and agrees that this practice may be used at the Company's discretion without further notice to the Client.

(3.14) If the Customer places an excessive number of orders for the Services within an unreasonable time frame, the Company may send a warning through the Dashboard as a preventive measure to prevent any potentially harmful activity by the Customer. If this unreasonable behaviour persists after the warning, the Company reserves the right to stop processing any further orders from the Client. If the Provider determines that the Client's actions fall under the material breaches hereinbelow, then the Company reserves the right to undertake the appropriate actions thereto. The Company has the discretion to determine what constitutes unreasonable behaviour and the limits for such determination.

#### **(4) WHO CAN BE FUNDED BY SFX Funded?**

(4.1) The Services are designed exclusively for individuals aged 18 and older, residing in countries where the Services are offered. By registering on the Website, the Client affirms that he or she are at least 18 years old. Individuals under 18 are not permitted to use the Services. The Client commits to accessing the Services only from countries where they are available. Also, the Client recognizes that access to and use of the Services might be limited or illegal in certain countries and agrees to access and utilize the Services only in a manner that complies with the relevant laws.

(4.2) The Services are not designed for large organizations, a group of individuals, traders copying signals from other traders, traders using any prop firm passing services, or account management services.

(4.3) The Company will not offer Services to any Client who:

(4.2.1) resides in the following Restricted Jurisdictions: Syria, United States, North

Korea, Cuba, or Iran;

(4.2.2) is established, incorporated, or maintains a registered office within Restricted Jurisdictions;

(4.2.3) is under international sanctions; or

(4.2.4) possesses a criminal record related to financial crime or terrorism.

(4.3) The Company retains the authority to decline, limit, or end the delivery of Services to any Client under this Section. Such Clients are barred from using the Services, including access to the Dashboard and/or Trading Platform.

## **(5) KYC PROCEDURE**

(5.1) The Client consents to provide the Company with any Know Your Customer (KYC) information requested by the Company at any point, which includes, but is not limited to, the following requirements:

(5.1.1) Proof of Identity: A valid form of identification such as an ID card, Passport, or Driving License, which must have at least 3 months remaining before expiration.

(5.1.2) Proof of Address: A recent document — such as a Utility Bill, Bank Statement, Government Document, or Broadband Bill — that is dated within the last 3 months and confirms the Client's address.

(5.1.3) A Selfie Verification: A Photo or Video live verification of the Client through 3<sup>rd</sup> party KYC Verification SumSub.com.

## **(6) THE CLIENT'S OBLIGATIONS AND RESPONSIBILITIES**

(6.1) The Client agrees to not trade on the demo account in coordination with other traders on the same or different demo accounts.

(6.1.1) For the avoidance of doubt, the Client is allowed to share and discuss trading ideas with other traders; But must not directly use other traders' signals or ideas for executing trades on the demo account. The Company seeks independent traders who can provide the Company trading signals based on the Client's own unique trading analysis and strategies.

(6.2) The Client will have full control over the demo account and agrees to be the sole individual accessing and trading on the demo account, as well as providing signals to the Company.

(6.2.1) The Client is obligated to promptly inform the Company via email if their demo account credentials are lost or stolen.

(6.3) The Client must use their own name and not the name of another person on one or more the demo accounts. The Client must not open accounts in other people's

names.

(6.4) The Client must manage their trades and apply prop risk management practices in alignment with the terms and conditions set forth in this Agreement.

(6.5) The Client will not be liable for any losses as a result of unprofitable trading signals provided to the Company. However, the Client agrees to trade responsibly during the use of the Services and act in good faith when providing trading signals to the Company.

(6.5.1) Both the Client and the Company undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Client and the Company will resolve any possible disagreements or disputes between them in accordance with this Agreement and the applicable law.

(6.6) The Client agrees that in the event of any unwarranted abuse towards any of the Company's staff members, the Company reserves the right to immediately terminate this agreement without prior notice. Following such termination, the Client will lose access to all Services previously provided by the Company, and no refunds will be issued.

(6.7) The Client agrees to always use a stop loss on every position as soon as possible within a 1-minute window. Failing to do so will trigger our risk management system to close the position automatically. For the avoidance of doubt, failing to place the stop loss within the 1 minute window will not result in termination of this agreement, but simply the transaction will be considered as a soft breach

(6.8) Should the Client violate any terms and conditions, they will forfeit their right to receive any payments related to profit sharing. The Client has the opportunity to reapply should they choose to adhere to the terms and conditions stipulated in this Agreement.

(6.9) The Client agrees to be interviewed by the Company at any time to better understand the trader's background, trading goals. The interview may cover topics related to trading experience, risk tolerance, and other relevant factors. Failure to comply with the interview requirement upon request by the Company may result in the termination of this agreement. By agreeing to these Terms and Conditions, the trader acknowledges and agrees that the Company may use the information gathered during the interview for marketing and promotional purposes. This may include but is not limited to, showcasing success stories, testimonials, and other relevant information on the Company's website, promotional materials, and social media channels. Any personal and sensitive information will be handled in accordance with the Company's privacy policy and applicable data protection laws.

(6.10) The Client agrees to refraining from engaging in any Prohibited Trading Practices as outlined in our Section (9.2) of this Agreement. The Client also agrees that the Company is entitled to take appropriate measures as detailed in Section 13 of this Agreement in response to any violations. Additionally, the Company retains the sole authority to define the scope of the behaviours mentioned and set reasonable criteria for such determinations.



## **(7) PAYMENT TERMS**

(7.1) the sign-up fee paid at the time of registration is not a deposit into a trading account and serves a different purpose, as described below.

(7.1.1) The sign-up fee is a one-time payment charged to grant access to the Company's dashboard with access to a simulated demo account for the Client to provide signals to the company.

(7.1.2) The Company does not levy any monthly or recurring fees during the tenure of the Client's involvement in the Services.

(7.2) The client acknowledges and agrees that once access to the Company's dashboard is granted and at least one transaction has been executed on the demo account, the Client shall refrain from disputing the payment or initiating any chargebacks. This agreement is binding from the moment of the first transaction and is enforceable under the terms and conditions of this Agreement.

(7.3) In the event that a client initiates a chargeback or dispute while having an active account, The Company reserves the right to suspend all accounts associated with the Client until the Client compensates the Company for the full amount of the disputed fee plus any admin fees charged by the payment gateway in cryptocurrency.

(7.3.1) Should the Client win the chargeback or dispute, the Company reserves the right not to restore the disputed account at any future date.

(7.3.2) If a Client desires to re-establish their relationship with the Company at a future date, the Client is required to settle the full amount of the previously disputed account(s) fee(s), in addition to the fee for any new account in cryptocurrency. This measure is in place to prevent any further instances of unjustified chargebacks and to cover administrative fees that deal with such chargebacks and the client will not be allowed any future transactions using card payments.

(7.4) The fees for the Services are denominated in USD. Payment of these fees in other currencies is not permitted. Also, all fees are inclusive of all taxes.

(7.5) The Client may settle the fee for the chosen service option using a payment card, Bank Transfer, Crypto Currency, or through other payment methods currently made available by the Company on the website.

(7.5.1) In the event of payment by a payment card, or Crypto Currency, via any other express payment method, the payment shall be made immediately.

(7.5.2) In case of payment via bank transfer, the Company will provide the Client with an invoice in electronic format for the selected fee amount. The Client is obliged to pay the specified amount within the timeframe indicated on the invoice. The fee is considered fully paid once the entire amount is received in the Company's bank account. Should the

Client fail to make the payment within the specified period, the Company reserves the right to cancel the order. The Client is responsible for all transaction fees imposed by the chosen payment service provider, in accordance with the Company's current fee schedule, and must ensure the full payment of the fee.

(7.6) The company retains the right to alter the fees and parameters of the Services at any time, including the parameters for their successful completion. The changes will not apply to Services that have already been purchased before the notification of the changes.

## **(8) THE DASHBOARD AND TRADING PLATFORM**

(8.1) Each Client is allowed only a single Client Profile, and all Services availed by the Client must be managed within the Dashboard.

(8.2) The number of demo accounts for each Client Profile might be restricted, based on either the cumulative initial balance of the products purchased by the Client or other criteria. Unless specifically permitted by the Company, Clients are not allowed to transfer initial balance amounts between different products or to merge them in any way. Furthermore, transferring or combining the Clients performance, service parameters, data, or any other related information across different products is also not permitted.

(8.3) Access to the Dashboard and Trading Platform is secured with login credentials, which the Client is prohibited from disclosing or sharing with any third party. The Client assumes full responsibility for all actions taken through their Dashboard or on the Trading Platform.

The Company bears no responsibility of any liability, and the Client has no right to compensation, for any improper use of the Dashboard, Trading Platform, or any aspect of the Services. Moreover, the Company is not accountable for any negative consequences effects on the Client resulting from such misuse, if any misuse occurs for any reasons on the part of the Client.

(8.4) The Client acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Company bears no responsibility, and the Client is not entitled to any compensation, for the unavailability of the Dashboard or Trading Platform and for damage or loss of any data or other content that Client uploads, transfers or saves through the Dashboard or Trading Platform.

(8.5) The Client may at any time request the cancellation of the Dashboard data by sending an e-mail to support@sfxfunded.com. Sending a request for the cancellation of the Dashboard data is considered as a request for termination of the contract by the Client, with the Client being no longer entitled to use the Services, including the Dashboard and Trading Platform. The Company will immediately confirm the receipt of the request to the Client by e-mail, whereby the contractual relationship between the Client and the Company will be terminated. In such a case, the Client is not entitled to any

refund of the fees already paid or costs otherwise incurred.

(8.6) Different market conditions and liquidity can cause spreads to vary accordingly. At high volatility events, such as during high-impact economic releases, the spreads can widen. At the end of each day, between 00:00 and 02:00 platform time, the banks move vast amounts of orders from the current day to the following day while there is less liquidity. This may cause spreads to be significantly increased. Therefore, it is advisable to widen stop losses during these times to avoid unwanted execution of nearby orders due to technicalities.

(8.7) The commission is fixed at \$4 per lot per side for FX, Commodities, and \$0.5 per lot per side for indices. Crypto will have no commissions charged. These may change at the discretion of the Company.

(8.8) Sometimes, the markets can gap significantly. Any orders placed at prices with no quotes will be filled at the next available price. This may result in opening the trade at a less favourable price in cases of Market Orders or Stop Orders. Slippage can occur at any time but is mostly relevant during periods of high volatility when market orders are executed. This can also happen when a large market order is executed, but there isn't enough volume at the chosen price to execute the trade at the current market price. Slippage can also occur when there is a delay between the trade being ordered and when it's completed. Therefore, Company does not guarantee to pay the profit for trades where significant slippages occur.

## **(9) RULES THE CLIENT MUST ABIDE BY WHEN PROVIDING SIGNALS TO THE COMPANY**

(9.1) While engaging in demo trading on the Trading Platform and providing signals to the Company, the Client is permitted to execute any transactions, provided they do not involve Prohibited Trading Strategies or practices as outlined in clause

(9.2). Furthermore, The Client agrees to follow market standards and practices for trading on financial markets, such as rules related to risk management. It's important to note that the Clients trading activities may be subject to limitations imposed by the trading conditions of the Trading Platform you have chosen for trading.

(9.2) Forbidden Trading Practices:

(9.2.1) It is prohibited to use any of the trading strategies listed below:

### Copy Trading

This involves automatically or manually copying the trades, trading strategies of another trader, Group Trading, funded account management services, or using the same EA across two or more traders.

It's prohibited because it often involves using someone else's trading ideas without proper authorization or understanding rather than genuinely depending on the actual

performance of the trader who signed up with SFX Funded.

You can't copy trades (EA or Manual) from a master account to an evaluation account or from one Evaluation account to another Evaluation to pass them simultaneously with the same trades & trade ideas.

### EA's

It is prohibited to use the same EA by one individual on more than two accounts or by multiple individuals on multiple accounts. It should be noted the use of a third-party EA that is not a risk or trade manager is not allowed, and this will lead to a denial of the evaluation or payout and closure of the account.

### Martingale Style Trading

This involves opening more positions (regardless of position size) as the price moves in the opposite of the trade direction in an attempt to recover previous losses and make a profit once the price returns to the original open price.

This trading method is prohibited as it only works in a ranging market. Once the price starts moving in 1 direction, this strategy always, without exception, fails in the end with a margin call and wiping out the complete trading account.

### Grid Style Trading

Grid Trading is a trading strategy where multiple buy and sell orders are placed at predefined price levels on a trading chart, typically both above and below the current market price, forming a grid-like pattern.

These orders create a structured grid of trades that aims to capitalize on price fluctuations within a certain range.

As the market moves, these orders are executed when the price reaches the predetermined levels. When the market moves in one direction, the profitable trades in that direction can offset potential losses from the opposite direction.

While Grid Trading seeks to minimize risk, sudden and strong market trends can lead to significant losses. Additionally, a prolonged trend in one direction could result in a large accumulation of losing trades on one side of the grid.

### High-Frequency Trading (HFT)

This involves executing orders at extremely high speeds, often measured in microseconds or milliseconds.

### Ultra-Fast Scalping

Similar to regular scalping, this strategy involves making a large number of small profits on price changes occurring within seconds or minutes. It's "ultra-fast" due to the extremely short holding period and rapid execution.

#### Latency Arbitrage Trading

This exploits delays in the price feed between different trading platforms or locations.

#### Tick-Scalping Strategies

These refer to strategies that make trades based on every minor price movement or "tick" in the market.

#### Reverse Arbitrage Trading

This strategy aims to profit from pricing inefficiencies in the market without actually taking any risk.

#### Hedge Arbitrage Trading

This involves buying and selling the same or similar assets simultaneously in different markets to take advantage of price differentials on the same or different accounts.

#### Use of Emulators

Emulators mimic the operations of another program or system. Their use in trading, particularly with EAs, can be problematic as they can replicate prohibited strategies or bypass system protections.

#### News Scalping EAs

To take advantage of price fluctuations that occur during major news releases or significant economic events by executing trades based on rapid scalping techniques. Such EAs are prohibited because they rely on extreme short-term volatility, which can be unpredictable, and often lead to significant slippage due to the thin liquidity available during the news release times.

#### Multi-Account Reverse Trading

Automatically or manually mirroring or replicating trades from a primary account to several other accounts but in the opposite direction. Essentially, if the primary account takes a long position, the connected accounts will take a short position, and vice versa. These types of EAs are prohibited because they involve a form of strategy manipulation that can be used to exploit certain trading conditions and can also lead to unfair trading practices.

#### Gamble to pass

To prevent gambling behaviour and ensure responsible trading practices to assess the trader's performance on our funding programs accurately, it is prohibited to attempt to pass challenges or evaluations using gambling behaviour. Traders must demonstrate consistent trading activity over the assessment period to pass to the next level.

Gambling behaviour is defined as:

(1) Maxing out on the account's leverage or risk or taking unusually large trades on the account in the hope of passing the challenge in one or a few positions.

(2) Leaving a position open until it hits the profit target with no trade management (This is not to be confused with swing trading, where the trader has managed the position).

(3) Hedging across accounts, hoping one account will hit the profit target while the other loses.

(4) Churning of Accounts where the client buys many accounts and trades them with excessive risk with the sole objective of hitting the profit target quickly with no consideration to risk management or showing consistent trading performance.

Each of these strategies involves risk, complexity, or potential market manipulation, which is why they are typically prohibited in many trading environments. Trading any of the strategies above will result in the immediate termination of the funded account.

(9.2.2) Knowingly or unknowingly use trading strategies that exploit errors in the services such as errors in display of prices or delay in their update;

(9.2.3) Perform trades using an external or slow data feed; perform, alone or in concert with any other persons, including between connected accounts, or accounts held with other entities, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions;

(9.2.4) Perform trades in contradiction with the terms and conditions of the Company and the trading platform;

(9.2.5) Use any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, abuse, or give you an unfair advantage when using our systems or services;

(9.2.6) Perform gap trading by opening trade(s): (i) when major global news, macroeconomic event or corporate reports or earnings ("events"), that might affect the relevant financial market (i.e. market that allows trading of financial instruments that might be affected by the events), are scheduled; and (ii) 2 hours or less before a relevant financial market is closed for 2 hours or longer.; Or

(9.2.7) Otherwise perform trades in contradiction with how trading is actually performed

in the forex market or in any other financial market, or in a way that establishes justified concerns that the Company might suffer financial or other harm as a result of the Client's activities (e.g. overleveraging, overexposure, one-sided bets, account rolling).

(9.3) The Company bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through your Client Section.

(9.4) The Client acknowledges that the Company has access to information about the demo trades and signals that the Client performs on the Trading Platform. The Client grants the Company consent to share this information with persons/entities who are in a group with the Company or who are otherwise affiliated with the Company, and the Client grants the Company and these persons/entities consent and authorization to handle this information at their own will. The Client agrees that these activities may be performed automatically without any further consent, consultation, or approval on the Client part being necessary, and that the Client is not entitled to any remuneration or revenue associated with the use of the data by the Company. The Company is aware that the Client does not provide the Company with any investment advice or recommendations through the Client's demo trading. Also the Client acknowledges that the Client may suspend their demo trading on the Trading Platform at any time.

(9.5) Furthermore, the Client shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices (i) opening substantially larger position sizes compared to Client's other trades, whether on this or any other Client's account, or (ii) opening substantially smaller or larger number of positions compared to Client's other trades, whether on this or any other Client's account. It is prohibited to open abnormally small trades just to meet with the Minimum Trading Days requirement. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

(9.6) If the Client engages in any of the Forbidden Trading Practices described in clause 9.2,

(i) the Company may consider it as a failure to meet the conditions of the Services, (ii) the Company may remove the transactions that violate the prohibition from the Client's trading history and/or not count their results in the profits and/or losses achieved by the demo trading, (iii) to immediately cancel all Services provided to the Client and subsequently terminate this contract, or (iv) reduce the offered leverage on products to 1:5 on any or all Client's accounts.

(9.7) In case when some or all Forbidden Trading Practices are used executed on one or more accounts of one Client, or accounts of various Clients, then the Company is entitled to cancel all Services and terminate all respective contracts related to any and all Client's accounts and/or apply other measures in Clause (9.6). The Provider may exercise any and all actions in Clauses (9.2) and (9.6) at its own discretion.

(9.8) If any Client's accounts were used for or were involved in the Forbidden Trading Practices, this may and will constitute a breach of respective terms and

conditions for Client's account with third-party provider and may result in cancellation of all such user accounts and termination of respective agreements by the third-party provider.

(9.9) The Company does not bear any responsibility for trading or other investment activities performed by the Client outside the relationship with the Company, for example by using data or other information from the Dashboard, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Client uses for such trading the same Trading Platform that the Client uses for demo trading.

(9.10) Developments in financial markets are subject to frequent and abrupt changes. Trading on financial markets may not be profitable and can lead to significant financial losses. Any previous performances and positive or negative values of the Client's demo trading are not a guarantee or indication of any future performance.

(9.11) The company reserves the right to terminate its contract with the Customer at any time and for any reason.

## **(10) COMMUNICATION WITH THE COMPANY**

(10.1) Email, which you register with us, Client Dashboard, Discord, or Live Chat serve as the recognized channels for communication between the Client and the Company. For additional communication support, the Company can make Phone Calls and Zoom available for the Client.

You acknowledge that all communication from the Company or its partners in connection with the provision of Services will take place through these communication channels.

(10.2) The Company commits to real-time engagement within business hours and strives to offer prompt and dependable services to its Clients.

(10.3) Signing up for any of the Services requires the Client to submit a legitimate name and email, and KYC to facilitating immediate interaction with the Company's staff.

(10.4) Should the Client not reply to the Company's emails or submit incorrect information, the Company reserves the authority to either suspend any demo account and terminate this Agreement.

(10.5) All information the Client provides to us, whether through the Website, the Dashboard, or any other means, must be accurate, truthful, and current. The Client is required to promptly inform the Company about any changes to their information or update their details in the Dashboard. The Client bears full responsibility for the accuracy and currency of all provided information; the Company is not required to validate this data. The Company retains the authority to end this agreement immediately if any information the Client provides is found to be false.



(10.6) Under the stipulations of this Agreement, neither involved party shall suffer disadvantage due to unintentional mistakes or oversights, provided that such inaccuracies are rectified swiftly after their discovery.

(10.7) Should an unintentional error or oversight be identified by either party, suitable corrections will be implemented as promptly as feasible to fully rehabilitate all parties to the state they would have occupied had the error or omission not transpired.

## **(12) DISCLAIMER**

(12.1) You acknowledge that the services and other content are provided “as is” with all their errors, defects and shortcomings, and that their use is at your sole responsibility and risk. To the maximum extent permitted by the mandatory laws, the provider disclaims any statutory, contractual, express, and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or noninfringement of any rights.

(12.2) To the extent permitted by the mandatory provisions of the applicable laws, the provider is not responsible for any harm, including any indirect, incidental, special, punitive or consequential damages, including lost profit, loss of data, personal or other non-monetary harm or property damage caused as a result of use of the services or reliance on any tool, functionality, information or any other content available in connection with the use of the services or elsewhere on the website. The provider is not responsible for any products, services, applications or other third party content that the customer uses in connection with the services. In case the provider’s liability is inferred in connection with the operation of the website or provision of the services by a court of justice or any other competent authority, this liability shall be limited to the amount corresponding to the fee paid by the customer for the services in connection with which the customer has incurred the loss.

(12.3) The Company reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

(12.4) The Company is not responsible for its failure to provide the purchased Services if that failure occurs due to serious technical or operational reasons beyond the Provider’s control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other force majeure events, and/or if the Provider is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.

(12.5) The provisions of section (12) are not intended to deprive the Customer of the Customer’s consumer or other rights that cannot be excluded by law.

## **(13) VIOLATION OF THE TERMS AND CONDITIONS**

The termination of the Services Program Agreement may occur for any of the following reasons:

(13.1) If the Client violates any provision of this Agreement in a manner that may cause any harm to the Company, in particular, if the Client accesses the Services in conflict with section (4), if the Client provides incomplete, untrue or non-updated information in conflict with clause (10.4) or (10.5), if the Client acts in a manner that may damage the Company's good reputation, if the Client violates the demo trading rules pursuant to section (9), or if the Client acts in conflict with clauses (6.5) or (6.5.1), the Company may prevent the Client from ordering any other services and completely or partially restrict the customer's access to all or only some services, including access to the client section and trading platform, without any prior notice and without any compensation.

(13.2) When accessing the Services and other Content, the following is prohibited:

(13.2.1) to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;

(13.2.2) to circumvent geographical restrictions of availability or any other technical restrictions;

(13.2.3) to make copies or back-ups of the Website and other Content;

(13.2.4) to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;

(13.2.5) to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;

(13.2.6) to use automated means to view, display or collect information available through the Website or Services; and

(13.2.7) to use any other tools or means the use of which could cause any damage to the Provider.

(13.3) The termination of the Services can occur due to the Client's inability to adhere to the terms and conditions of this Agreement.

(13.4) Reaching the Max Overall Loss (MOL) USD Value. MOL is the fixed amount loss calculated from the initial account balance. The fixed amount varies in accordance with each of the Services and options provided on this website. For more information on MOL, please visit our FAQ's.

(13.5) Reaching the Max Daily Loss "MDL" USD Value. MDL will use a higher value between equity and balance. This rule is set as a % of every day's starting equity or balance. The rule states that the equity of the day, which is the result of the currently floating PnL (Profit and Loss) in sum with all closed positions of that day, must not hit the Maximum Daily Loss Limit. For more information on MDL, please visit our FAQ's

(13.6) 30 days of inactivity on any demo account. Failing to take any transactions within 30 calendar days from the date of the last transaction's close or open date will cause the

termination of this Agreement.

(13.7) The misuse or abuse of the Services that is in violation of this Agreement and prohibited trading styles.

(13.8) The use of the Services for any other purpose than the authenticity of the individual trading.

(13.9) Failure of the Client to provide valid KYC documents requested by the Company.

(13.10) The Company will send to the Client's email an Official Notice of Termination via email upon terminating this Agreement for any of the reasons above and may lose access to the Company's Dashboard.

(13.11) The Client can sign up again for any of the Services, regardless of past terminations, as long as the Client complies with the terms and conditions of this Agreement upon the most recent sign up. Nevertheless, the Company has the right to refuse to re-sign up at its own discretion.

The Client agrees that at all times, the Company has the right to terminate this Agreement as it sees fit to its risk tolerance and willingness to risk its own capital to copy profitable Clients if it deems it to be risky or reckless behaviour at its own discretion.

(13.12) The Client reserves the right to terminate this Agreement at any time, with or without specifying the cause. Termination on the Client's part can be achieved by discontinuing the use of the service and ensuring the deletion and destruction of all materials derived from the service.

(13.13) The Client acknowledges and agree that the Company retains the unilateral right to terminate this Agreement or suspend the Client's access to the services without prior notice and at any given moment, effective immediately. Such termination can be with or without cause. This Agreement will cease automatically without notice from the Company should you fail to adhere to any terms outlined in this Agreement.

(13.14) Following the termination of this agreement, either by the Client or the Company, the Client are obligated to promptly delete and destroy all materials obtained through the service, including all copies of such materials, whether made under the terms of this Agreement or otherwise. The Company will not bear any liability towards the Client or any third party for the consequences arising from the suspension or termination of the Services, including any claims related to the termination or suspension of the Services. It is important to understand that termination is a serious action aimed at protecting the rights and obligations of both parties involved and should be enacted with a full understanding of the responsibilities and repercussions that it entails.

## **(14) RIGHT TO WITHDRAW FROM A CONTRACT**

(14.1) If you are a consumer, you have the right to withdraw from a contract without giving

a reason within 7 days of its execution. PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT IN ACCORDANCE WITH CLAUSE 3.6.

(14.2) Your withdrawal from the contract must be sent to our e-mail address support@sxfunded.com within the specified time limit. We will confirm the receipt of your email to you via email without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them. The Provider is entitled to withdraw from the contract in the case of any breach by the Customer specified in Clause 10. The withdrawal has effect from the day of its delivery to the e-mail address of the Customer or through the Client Section.

## **(15) ACCESS TO OUR SITE**

(15.1) The Company provides access to this website free of charge.

(15.2) The Company cannot guarantee uninterrupted access. The Company reserves the right to suspend, withdraw, or restrict availability partly or wholly due to business and operational needs. The Company will endeavour to notify the Client reasonably ahead of any such interruptions.

(15.3) The Website and all Services, including the Dashboard Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the "Content"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Company or the Company's licensors. The Company grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Company or the Company's licensors.

(15.4) All trademarks, logos, trade names, and other designations are the property of the Company or Company's licensors, and the Company does not grant you any authorization to use them.

(15.5) Except for the rights expressly set out in this Agreement, the Company does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in this Agreement.

(15.6) The provisions of section (15) are not intended to deprive the Client of the Clients consumer rights which cannot be excluded by law.

## **(17) DEFECTIVE PERFORMANCES**

(17.1) If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Company does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address or at our address. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

(17.2) We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address [support@sxfunded.com](mailto:support@sxfunded.com).

## **(18) REVIEW OF TERMS AND CONDITIONS**

(18.1) We periodically update our Terms and Conditions to serve you better and comply with regulatory updates. It is the Clients responsibility to review these terms regularly to stay informed about any changes. Each time the Client uses our website, the Client must ensure to check and fully understand the prevailing terms and conditions prior to signing up.

(18.2) The Company retains the authority to amend these terms and conditions in the future, with such changes to be announced via an official email address provided by the Client. The Client will be bound by these modifications or will be formally invited to withdraw from the program if they wish to not comply with the new terms and conditions.

(18.3) The Company reserves the right to change these Terms and Conditions from time to time with effect for the contract previously entered into by the Customer. The Company will notify the Customer of the change in the terms and conditions of this Agreement when the change is effective or before when possible, via e-mail or other means. If the Client does not agree with the change, the Customer is entitled to reject it. The Client must do so by sending the rejection to our e-mail address [support@sxfunded.com](mailto:support@sxfunded.com). Upon receiving such rejection, the contract will be terminated. If the Client does not reject the change, it is considered that the Client agrees to the new version of this terms and conditions.

(18.4) The Provider will mainly change this Agreement for the following reasons:

(18.4.1) to introduce new services or products or amend existing services or products;

(18.4.2) to reflect legal or regulatory requirements that apply to the Provider;

(18.4.3) when the Provider will try to make these Terms and Conditions easier to understand or more helpful to the Customer;

(18.4.4) to adjust the way our Services are provided, particularly if the change is

needed because of a change in the way the technology is provided or background processes; to reflect changes in the cost of running our business.

## **(19) JURISDICTION: GOVERNING LAW AND EXCLUSIVE JURISDICTION**

(19.1) This document and the mutual relationship it governs shall be construed in accordance with the laws of the United Arab Emirates. Both parties hereby agree to confer exclusive jurisdiction to the courts of the United Arab Emirates to settle any disputes arising out of or in connection with this Agreement, any related agreements, or the relationship it oversees.

(19.2) By accepting this Agreement, both the Client and the Company agree to exclusively initiate or defend any legal proceedings in connection with this agreement in the courts located within the United Arab Emirates, waiving any objection to the jurisdiction of such courts over disputes arising from this agreement.

(19.3) This jurisdictional clause aims to maintain legal certainty and fairness, with the assurance that all disputes will be resolved under the established legal doctrines and precedents of the United Arab Emirates' judicial system.

## **(20) DURATION AND TERMINATION OF THE CONTRACT**

(20.1) The contract is concluded for a definite period until the Services is passed or failed in accordance with the Services respectively.

(20.2) The contract may be terminated by either party earlier in accordance with this Agreement. The contract terminates automatically and with immediate effect in case the Client during using the services does not open at least one demo transaction during a period of 30 consecutive days.

(20.3) Notwithstanding clause (20.2) the Company may terminate this contract with cause and immediate effect when the Services under contract would affect the ability of the Company to adhere to its legal obligations or orders or decisions of a governmental bodies or other regulators.

(20.4) Either Party may terminate this contract without cause by serving a written notice in accordance with Section (10) on the other Party

## **(21) ENTIRE AGREEMENT**

(21.1) This Terms and Conditions (T&C) agreement, alongside any other terms and conditions of Service stipulated on this website, including any amendments or modifications to it, represents the entire agreement between the Client and the Company governing the Client's utilization of the Services, whether verbal or written.

(21.2) This agreement supersedes all previous agreements, discussions, representations, warranties, and understandings between the Client and the Company. The Client also acknowledges that any other agreements between the Client and the

Company are superseded and of no force or effect.

(21.3) Nothing in this Agreement is intended to limit any legal claims set out elsewhere in this Agreement or arising from the applicable law. If the Provider or any third party authorized thereto does not enforce the compliance with this Agreement, this can in no way be construed as a waiver of any right or claim.

(21.4) The Provider may assign any claim arising to the Provider from this Agreement or any agreement to a third party without your consent. You agree that the Provider may, as the assignor, transfer its rights and obligations under these GTC or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these GTC or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

(21.5) If any provision of this Agreement is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in this Agreement, shall be applied and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.

(21.6) The schedules to this Agreement form integral parts of the Agreement. In the event of a conflict between the wording of the main text of the Agreement and any schedule thereof, the main text of the Agreement shall prevail. Prior to the mutual acceptance of this Agreement, the parties have carefully assessed the possible risks arising from them and accept those risks.

(21.7) the Client must note that their ongoing use of the service signify their agreement to uphold and be bound by the updated or modified terms and conditions. It is recommended to regularly review the terms and conditions to ensure the Client is aware of any changes made to this agreement.

(21.8) By engaging with the Services, the Client is affirming the Client's understanding of, and agreement to, the terms outlined in this T&C Agreement, thus guiding the establishment and maintenance of a harmonious and legally aligned relationship between the Client and the Company.

## **(22) OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

(22.1) The Company holds all intellectual property rights on the Company's website, including all materials published on it, either as the owner or the licensee. These rights are protected globally by copyright laws and treaties.

(22.2) the Client is permitted to print or download extracts of any page(s) from the Company's website for personal use. However, it is vital to always recognize the

Company's (and any notable contributors') status as the content creators.

(22.3) Modification of the materials the Client prints or download is not allowed. The use of illustrations, photos, videos, audio, and any graphics separately from the accompanying text is also prohibited.

(22.4) Commercial use of the Company's content without obtaining a licence from the Company or its licensors is strictly prohibited.

(22.5) If you breach these terms, your right to use our site will end immediately, and you must either return or destroy any copied materials as per our request.

## **(23) NO RELIANCE OR RESPONSIBILITY**

(23.1) The content available on the Company's website is for general information purposes only and not intended as advice on which to base any decisions. The Client agrees to seek professional or specialist advice before taking any action based on the Company's website content. While the Company strives to keep the information updated, the Company cannot guarantee its accuracy, completeness, or currency.

(23.2) The Company's website contains links to external third-party websites. These links are solely for the Client information and convenience. The Company does not approve or endorse the content of these third-party websites, and the Company holds no responsibility for their content. It's essential to note that using these links will not imply any endorsement from the Company.

## **(24) LIABILITY AND DAMAGES**

(24.1) The Company operates within the bounds of the law, and it will not limit our liability where it would be against the law to do so. Specific limitations and exclusions may apply concerning the services the Company provides to the Client; please reach out to us for more details.

(24.2) If the Client is engaging with the Company's website for business purposes:

(24.2.1) the Company is not bound by any implied conditions, warranties, representations, or other terms regarding the Company's website or the content within it.

(24.2.2) the Company's liability does not cover any loss or damage incurred through:

(24.2.2.1) The use or inability to use the Company's website

(24.2.2.2) Reliance on the content displayed on the Company's website

(24.2.2.3) The Company is not responsible for any:

(24.2.2.3.1) Loss of profits, sales, business, or revenue.

(24.2.2.3.2) Interruption to business operations.

(24.2.2.3.3) Loss of potential savings.



(24.2.2.3.4) Loss of business opportunities, goodwill, or reputation.

(24.2.2.3.5) Any indirect or consequential loss or damage.

(24.3) If Client is using the Company's website as a consumer, the following applies:

(24.3.1) the Company's website is designed for personal, non-commercial use. The Company bears no liability for losses relating to business, including profit loss, business interruption, or loss of business opportunities.

(24.3.2) If the Company's digital content, provided without the necessary standard of care and skill, damages your device or digital content, we are willing to either:

(24.3.2.1) Repair the damage

(24.3.2.2) Offer compensation

However, the Company is not liable for damages that occur from not adhering to the Company's instructions on updates or not following the installation instructions and system requirements we stipulate.

## **(25) CONTENT UPLOAD**

(25.1) When utilizing a feature that enables the Client to upload content to the Company's website or engage with other users, the Client must adhere to the established content standards detailed below.

(25.2) By uploading content, the Client affirms and guarantees to the Company and other website users that the Client's contributions abide by these standards. Should the Client breach this warranty, the Client will be held accountable for any consequent loss or damage we incur, whether direct or indirect.

(25.3) the Client uploaded content will be regarded as non-confidential and non-proprietary. Although the Client maintains ownership rights over the Client's content, the Client grants the Company and other website users a limited license to use, store, copy, distribute, and share it with third parties.

(25.4) The Company reserves the right to:

(25.4.1) Disclose the Client's identity to any individual claiming that the content the Client posted infringes upon their intellectual property or privacy rights.

(25.4.2) Remove any content that, in the Company's judgment, fails to meet the above content standards or does not align with the Company's principles.

(25.4.3) Note that the Client is responsible for securing and backing up the Client's content. Additionally, the Company prohibits the storage of terrorist content on the Company's platform.

(25.4.4) By posting on the Company's platform, the Client allows the Company and other users the privilege to utilize the Client's content as described above.

## **(26) SECURITY AND RESPONSIBLE USE**

(26.1) While the Company endeavour to maintain a secure platform, the Company cannot guarantee immunity from bugs, viruses, trojans, or other harmful elements. It is the Client's responsibility to ensure their IT setup, including software and hardware, is configured securely and protected by reliable antivirus software.

(26.2) You must refrain from:

(26.2.1) Misusing the website by introducing malicious or technologically harmful materials.

(26.2.2) Attempting unauthorized access to the Company's website, the server where it is hosted, or any connected servers, computers, and databases.

(26.2.3) Launching denial-of-service or distributed denial-of-service attacks on the Company's website.

Breaching these rules not only terminates your right to use the Company's website but also constitutes a criminal offence under the Computer Misuse Act 1990. The Company will report any such breaches to law enforcement agencies and collaborate with them, which may include sharing your identity.

(26.3) The Client is welcome to link to the Company's homepage, but it must be done legally, ethically, and without harming our reputation or leveraging it unjustly. The Client's link should not imply endorsement or association where none exists, and it must not be established on websites the Client does not own.

(26.4) The Client must not frame the Company's website on other platforms.

(26.4) The Client must limit links to the Company's home page only, avoiding deep links to other parts of the website.

(26.4) The Company can revoke the permission to link to the Company's website without notice.

For permissions beyond these guidelines, reach out to [support@sfxfunded.com](mailto:support@sfxfunded.com).

## **(27) DISCLAIMER AND LIMITATION OF LIABILITY**

(27.1) The Client acknowledges and agrees that the Company representatives share their viewpoints on future trends or the possible value of currencies, these are solely their personal opinions. They share these insights for educational and demonstration purposes without any assurance of accuracy. The Client won't find the official stance of the Company reflected in these personal viewpoints.

(27.2) The Company does not take on any responsibility for any losses the Client might incur following actions or lack of actions you undertake based on these opinions. This includes, but is not limited to, decisions made from verbal discussions or online communications, as well as any issues arising from delayed or incorrect information or information left unsaid.

(27.3) By using our services, you agree to acknowledge that "sxfunded.com":

(27.3.1) Offer information for informational purposes only, not for trading.

(27.3.2) Gathers data from various domestic and global sources without guaranteeing its accuracy, timeliness, or completeness.

(27.3.3) Does not provide any solicitations, offers, or recommendations to buy or sell any securities or offer legal, tax, accounting, or investment advice.

(27.3) We establish that "sxfunded.com" and its affiliates won't be held responsible for:

(27.3.1) Any injuries, damages, or losses arising from the negligence of "sxfunded.com" and its personnel, including but not limited to lost profits, punitive, incidental, or consequential damages.

(27.3.2) Issues arising from faults in your computer equipment or your usage of our service on such equipment.

(27.3.3) The content, availability, or accuracy of websites, products or services linked to our service and does not endorse them implicitly or explicitly.

## **(28) NO WARRANTIES**

(28.1) We do not provide any warranties, be it express or implied, regarding the usage of links available on our website and do not guarantee the adequacy of other websites, services, or goods linked to our service.

## **(29) SERVICE AVAILABILITY**

(29.1) Cannot assure the uninterrupted availability of communication lines and media used to access the service.

(29.2) Reserves the right, along with third-party contributors, to restrict or prohibit access to their content or services at any time based on the Terms & Conditions.

(29.3) We shall not be liable, either directly or indirectly, for:

(29.3.1) Any inaccuracies, errors, or omissions in the service, including financial data and quotes.

(29.3.2) Delays or interruptions in the service transmission or any loss arising from such issues.

## **(30) INDEMNIFICATION**

### Your Agreement to Protect

(30.1) You agree to protect, defend, and hold "sxfunded.com" and its associates — including employees, agents, affiliates, and suppliers — harmless at your own expense against any claims or legal actions brought by a third party due to:

(30.1.1) Your use of the service or the use by anyone accessing the service through your computer or account.

(30.1.2) Any violation of the Terms & Conditions (T&C) by you or anyone using your account or computer.

(30.1.3) Infringements on third-party intellectual property rights, or any other rights, due to your use of the service or by anyone using your account or computer.

(30.1.4) Any unauthorized alterations, deletions, or insertions to the service made by you or anyone using your account or computer.

(30.1.5) Misrepresentation or violation of the representations and warranties made by you as per these terms.

(30.2) Failure to abide by agreements mentioned in these terms. In such events, you agree to cover all costs, damages, and expenses — including reasonable attorneys' fees — that arise from these claims or legal actions.

(30.3) SFX International FZCO retains the right to take over the exclusive defence and control of matters you are otherwise obliged to indemnify at its own cost. In this scenario, you must cooperate fully with "sxfunded.com" in utilizing any available defences.

(30.4) You agree to cover "sxfunded.com" for any fees and other legal expenses that might arise from lawsuits brought against you under the T&C or any other terms of service on this site, including, but not limited to, your failure to indemnify "sxfunded.com" according to these T&C.

By agreeing to this, you recognize your duty to indemnify "sxfunded.com" and protect it from legal disputes that relate to your use of the service and violations of these terms.