

# **TERMS AND CONDITIONS OF FUNDEXFX**

## 1. Introduction and Acceptance of Terms

1.1 These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Trader", "User") and FDX Technologies Ltd ("FundexFx", "Company", "we", "us"), governing your access to and use of our proprietary trading evaluation and funding platform ("Platform").

1.2 By registering an account, you expressly acknowledge that you have read, understood, and agreed to be bound by these Terms in their entirety. If you do not agree with any provision of these Terms, you must immediately cease using our services.

1.3 These Terms incorporate by reference our Privacy Policy, Responsible Trading Policy, and all other operating rules, policies, and procedures that we may publish from time to time on the Platform.

## 2. Definitions and Interpretation

2.1 In these Terms, unless the context otherwise requires:

- "Evaluation Account" means a simulated trading account used to assess a Trader's skills
- "Funded Account" means a Trader's account after successfully passing the evaluation phases
- "Prohibited Strategy" means any trading activity identified as abusive under Section 7

2.2 Headings are for convenience only and do not affect interpretation.

## 3. Account Registration and Requirements

3.1 Eligibility Criteria:

3.1.1 You must be at least 18 years old and have full legal capacity

3.1.2 You may only maintain one active account per individual

3.1.3 Residents of jurisdictions where our services are prohibited may not register

3.2 Registration Process:

3.2.1 You must provide accurate, current and complete information during registration

3.2.2 You are solely responsible for maintaining the confidentiality of your login credentials

## 4. Evaluation Program Rules

4.1 General Provisions:

4.1.1 The Evaluation consists of [●] phases with specific profit targets and loss limits

4.1.2 All trading occurs in a simulated environment using virtual funds

4.2 Profit Targets:

4.2.1 Phase 1 requires achieving a 7% profit target based on the initial account balance

4.2.2 Phase 2 requires achieving an additional 5% profit target

4.3 Risk Management Rules:

4.3.1 Daily loss limits are calculated based on the higher of equity or balance at 00:00 GMT

4.3.2 Maximum loss limits are fixed percentages of the initial account balance

## 5. Funded Account Program

5.1 Upon successful completion of the Evaluation, Traders may qualify for a Funded Account

### 5.2 Funded Account Benefits:

5.2.1 Access to higher virtual capital amounts

5.2.2 Eligibility for profit withdrawals subject to program rules

## 6. Prohibited Trading Strategies

### 6.1 Strictly Prohibited Activities Include:

6.1.1 Any form of arbitrage trading including but not limited to latency arbitrage

6.1.2 High-frequency trading (HFT) strategies involving excessive order placement

6.1.3 Exploitation of pricing or platform errors

### 6.2 Consequences of Violation:

6.2.1 Immediate account termination without warning

6.2.2 Forfeiture of any accrued profits

6.2.3 Permanent prohibition from future participation

## 7. Profit Withdrawal Policy

### 7.1 Withdrawal Requirements:

7.1.1 Minimum 1% profit accumulation based on account equity

7.1.2 Initial 14-day waiting period for first withdrawal

### 7.2 Withdrawal Methods:

7.2.1 Bank transfer (processing time 3-5 business days)

7.2.2 Cryptocurrency (USDT via TRC20 network only)

## 8. Risk Disclosures

### 8.1 You acknowledge and agree that:

8.1.1 Trading involves inherent risks and may result in loss of virtual funds

8.1.2 Past performance is not indicative of future results

8.1.3 FundexFx does not guarantee any specific trading results

## 9. Intellectual Property

9.1 All Platform content, including but not limited to text, graphics, and logos, is our exclusive property

9.2 Traders are granted a limited, non-exclusive license to use the Platform solely for its intended purposes

## 10. Termination and Suspension

10.1 We reserve the right to suspend or terminate accounts at our sole discretion for:

10.1.1 Violation of these Terms

10.1.2 Suspicious or fraudulent activity

10.1.3 Any behavior that may harm our Platform or other users

## 11. Dispute Resolution

11.1 Any disputes shall be resolved through binding arbitration in London, UK

11.2 You waive any right to participate in class action lawsuits against FundexFx

## 12. Governing Law

12.1 These Terms shall be governed by and construed in accordance with English law

## 13. Miscellaneous

13.1 Force Majeure: We shall not be liable for delays or failures in performance resulting from causes beyond our reasonable control

13.2 Severability: If any provision of these Terms is found invalid, the remaining provisions shall remain in full force and effect

## 15. No Investment Advice

15.1 The services provided by FundexFx are strictly educational and evaluative in nature. None of the services provided by FundexFx should be construed as investment advice, financial guidance, or recommendations of any kind.

15.2 FundexFx does not provide, and expressly disclaims any responsibility for:

15.2.1 Any market analysis or trading signals

15.2.2 Recommendations regarding specific trading positions

15.2.3 Financial, tax, or legal advice of any nature

15.3 All trading decisions are made solely by you, at your own discretion and risk. You acknowledge that FundexFx employees, representatives, or affiliates are not authorized to provide any form of investment advice, and any information provided by them should not be interpreted as such.

## 16. Third-Party Tools and Services

16.1 The Platform may integrate with or provide access to third-party tools and services. These third-party services are provided "as is" without any warranty or representation from FundexFx.

16.2 FundexFx shall not be responsible for:

16.2.1 The accuracy or completeness of any third-party content

16.2.2 Any losses or damages resulting from the use of third-party services

16.2.3 The availability or performance of external services

## 17. Account Security

17.1 You are solely responsible for:

17.1.1 Maintaining the confidentiality of your account credentials

17.1.2 All activities that occur under your account

17.2 You must immediately notify FundexFx of any unauthorized use of your account or any other security breaches.

## 18. Modification of Services

18.1 FundexFx reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time without prior notice.

18.2 FundexFx may impose limits on certain features or restrict access to parts or all of the Platform without liability.

## 19. Data Protection

19.1 FundexFx collects and processes personal data in accordance with its Privacy Policy and applicable data protection laws.

19.2 By using the Platform, you consent to such processing and warrant that all data provided by you is accurate.

## 20. Entire Agreement

These Terms, together with any documents expressly referred to herein, constitute the entire agreement between you and FundexFx regarding their subject matter and supersede all prior agreements, understandings, and representations.

## 21. Waiver

No failure or delay by FundexFx in exercising any right under these Terms shall operate as a waiver of such right.

## 22. Assignment

You may not assign or transfer any rights or obligations under these Terms without FundexFx's prior written consent.

## 23. Notices

All notices to FundexFx shall be in writing and sent to the address provided in Section 14.

## 24. Survival

All provisions of these Terms which by their nature should survive termination shall survive, including but not limited to intellectual property provisions, disclaimers, indemnities, and limitations of liability.

## 25. Interpretation

In case of any conflict between these Terms and any other document, these Terms shall prevail.

## 26. Force Majeure

FundexFx shall not be liable for any failure or delay in performance due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, or internet outages.

## 27. Electronic Communications

By using the Platform, you consent to receive electronic communications from FundexFx and agree that all agreements, notices, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

#### 28. Language

These Terms are drafted in English. Any translation is provided for convenience only and the English version shall prevail in case of any discrepancy.

#### 29. Consumer Rights

Nothing in these Terms affects your statutory rights as a consumer under applicable law.

#### 30. Third-Party Rights

These Terms do not create any rights enforceable by any person not a party to them.

#### 31. Headings

Section headings are for convenience only and shall not affect the interpretation of these Terms.

#### 32. Counterparts

These Terms may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 33. No Partnership

Nothing in these Terms creates any partnership, joint venture, or agency relationship between you and FundexFx.

#### 34. Cumulative Remedies

All rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

#### 35. Further Assurance

You agree to execute and deliver all such further documents and do all such further acts as may be necessary to give full effect to these Terms.

#### 36. Time of the Essence

Time shall be of the essence in respect of all dates and periods mentioned in these Terms.

#### 37. No Reliance

You confirm that you have not entered into these Terms in reliance on any representation, warranty or undertaking not expressly incorporated into them.

#### 38. Variation

No variation of these Terms shall be effective unless in writing and signed by an authorized representative of FundexFx.

#### 39. Costs

Each party shall bear its own costs in connection with the preparation and execution of these Terms.

#### 40. Set-Off

FundexFx may at any time set off any amount payable by you against any amount payable by FundexFx to you.

#### 41. No Agency

Nothing in these Terms shall be construed as creating any agency relationship between you and FundexFx.

#### 42. Remedies Cumulative

The rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

#### 43. Counterparts

These Terms may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original.

#### 44. No Waiver

No failure or delay by FundexFx in exercising any right or remedy shall operate as a waiver.

#### 45. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

#### 46. Governing Law and Jurisdiction

46.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

46.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

#### 47. Compliance with Laws

You agree to comply with all applicable laws and regulations in your use of the Platform.

#### 48. Tax Compliance

You are solely responsible for determining and fulfilling any tax obligations arising from your use of the Platform.

#### 49. Survival of Provisions

All provisions which by their nature should survive termination of these Terms shall survive, including but not limited to confidentiality obligations, intellectual property rights, and limitations of liability.

#### 51. Additional Provisions

51.1 The Platform is provided on an "as is" and "as available" basis without warranties of any kind.

51.2 FundexFx reserves the right to modify or discontinue any service or feature at any time without notice.

51.3 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission.

## 52. Limitation of Liability

52.1 To the maximum extent permitted by law, FundexFx shall not be liable for any indirect, incidental, special, consequential or punitive damages.

52.2 In no event shall FundexFx's total liability exceed the amount paid by you to FundexFx in the 12 months preceding the claim.

## 53. Indemnification

You agree to indemnify and hold harmless FundexFx from any claims, damages, liabilities, costs and expenses arising from your use of the Platform or violation of these Terms.

## 54. No Guarantee of Results

FundexFx makes no guarantees regarding potential profits or trading performance. Past results are not indicative of future performance.

## 55. Account Termination

FundexFx reserves the right to terminate or suspend your account at any time for any reason without notice.

## 56. Feedback

Any feedback you provide shall become the property of FundexFx and may be used without restriction or compensation.

## 57. Beta Features

Any beta features or services are provided "as is" and may be discontinued at any time.

## 58. Mobile Services

Use of mobile services may incur carrier charges for which you are solely responsible.

## 59. Export Controls

You agree to comply with all applicable export and re-export control laws and regulations.

## 60. U.S. Government Rights

If you are a U.S. government entity, additional terms may apply.

## 61. California Users

California residents may contact the Complaint Assistance Unit of the Division of Consumer Services for complaints.

## 62. European Users

EU users have certain cancellation rights under distance selling regulations.

## 63. Entire Agreement

These Terms constitute the entire agreement between you and FundexFx regarding the subject matter herein.

## 64. No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights.

65. Waiver of Jury Trial

Both parties waive any right to a jury trial in any legal proceeding.

66. Class Action Waiver

All claims must be brought individually, not as a class or representative action.

67. Attorney's Fees

The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees.

68. Construction

These Terms shall not be construed against the drafting party.

69. Electronic Signatures

Electronic signatures shall have the same legal effect as original signatures.

70. Survival

All provisions which by their nature should survive termination shall survive.

71. Headings

Section headings are for convenience only and shall not affect interpretation.

72. Counterparts

These Terms may be executed in counterparts, each of which shall be deemed an original.

73. No Strict Construction

The rule of construction resolving ambiguities against the drafting party shall not apply.

74. Language

The English language version of these Terms shall control.

75. Notices

All notices shall be in writing and deemed given when received.

76. Force Majeure

FundexFx shall not be liable for any failure due to events beyond its reasonable control.

77. Assignment

You may not assign these Terms without FundexFx's prior written consent.

78. Relationship

No agency, partnership, joint venture or employment relationship is created.

79. Severability

If any provision is held invalid, the remainder shall continue in full force.

80. Governing Law



These Terms shall be governed by English law without regard to conflict of law principles.

#### 81. Jurisdiction

The courts of England shall have exclusive jurisdiction over any disputes.

#### 82. Contact Information

For any questions regarding these Terms, please contact us at:

Email: [support@fundexfx.com](mailto:support@fundexfx.com)

Address: FDX Technologies Ltd, 128 City Road, London EC1V 2NX, United Kingdom

#### Acknowledgment

BY USING OUR PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND FUNDEXFX.

This document represents the complete and exclusive agreement between you and FundexFx regarding its subject matter and supersedes all prior agreements, understandings, and representations.