



# Fundex

These Terms of Service, presented by Fundex (hereinafter referred to as the "Terms"), establish the rules and responsibilities regarding your use of the challenges and services provided by Fundex (referred to as "Fundex Challenges," "Challenges," "Evaluation," or "Services," and collectively as the "Provider"). These services are primarily accessible through the website [www.fundefx.com](http://www.fundefx.com) (referred to as the "Website"). We kindly urge you to thoroughly review these Terms. You are not obliged to use the Services or engage in Fundex Challenges if you do not agree with or comprehend any part of these Terms. It is essential that you choose to use the Services only if you understand and consent to these Terms. By engaging in our Services or participating in the Fundex Challenges we offer, you validate your acceptance of these Terms and your commitment to adhere to them.

By using our site and/or enlisting in a Challenge, you agree to be bound by the following terms and conditions, as well as any other terms and conditions and policies linked herein and/or accessible through a hyperlink. These Terms of Service apply to all users of the site, including but not limited to browsers, vendors, consumers, merchants, and/or content creators.

Please carefully read these Terms of Service before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, you may not visit the website or use any services. If these Terms of Service are deemed an offer, acceptance is strictly limited to these Terms of Service. The Services are only available to those over the age of 18 who reside in countries where the Services are provided. The list of countries the Provider does not provide service to is listed here.

Any additional features or tools added to the existing site (within the given accounts area) will be subject to the Terms of Service as well. The most recent version of the Terms of Service can be seen on this page at any time. By making updates and/or changes to our website, we reserve the right to update, change, or replace any part of these Terms of Service. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website after the posting of any changes constitutes acceptance of those changes.

LAWS

None of the services provided to the Customer by Fundex can be considered investment services. Fundex does not offer or provide any guidance, instructions, or information to the Customer regarding how or in what manner they should perform transactions when using the services or otherwise, nor any other similar information about the investment tools traded. Fundex also does not accept any such guidance, instructions, or information from the Customer. Neither the services nor any recommendations made by Fundex constitute investment advice. Fundex's employees, staff, and representatives are not authorized to give investment advice or recommendations. If any information or statement from Fundex's employees, staff, or representatives is interpreted as investment advice or recommendations, Fundex explicitly disclaims such interpretation and shall not be responsible for them.

Fundex may provide third parties access to its website to debug and/or maintain issues with the website, database, or infrastructure. These accesses are monitored and restricted once the scope of work is undertaken.

Customers are required to pay registration fees to access the Fundex platform, models, and services. If the service has commenced (i.e., the Customer has started trading) and/or the Customer has not successfully completed the evaluation, the Customer is not entitled to a refund of the registration fee. All payments are final and are solely for the purpose of evaluation.

#### Online Registration

By signing these Terms of Service, the Customer hereby confirms that they are of legal age in their state or province of residence. As a condition of using the Services, the Customer agrees not to engage in any illegal or unauthorized activities, including but not limited to the infringement of copyright laws. The Customer understands that their access to the Services will be immediately terminated if they violate any of these Terms.

#### General

Fundex reserves the right to refuse service to anyone at any time for any reason. The Customer acknowledges that their content (excluding credit card information), which is not of a sensitive nature, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. Without Fundex's express written consent, the Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided. The headings used in this agreement are included for convenience only and will not limit or otherwise affect the Terms.

## Changes to the Service and Prices

Product prices offered by Fundex are subject to change without prior notice. Fundex reserves the right to modify or discontinue the Service (including any accounts offered or any part or content thereof) at any time and without prior notice. Fundex shall not be liable to the Customer or any third-party for any modification, price change, suspension, or discontinuance of the Service.

## Products or Services

Fundex retains the right, but not the obligation, to limit the sales of products or services to any person, geographic region, or jurisdiction. This discretion may be exercised on a case-by-case basis. Furthermore, Fundex reserves the right to limit the quantities of any products or services that it offers. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of Fundex. Fundex also reserves the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Fundex does not warrant that the quality of any products, services, information, or other material purchased or obtained by the Customer will meet the Customer's expectations, or that any errors in the Service will be corrected.

## Account Information and Billing Accuracy

Fundex reserves the right to refuse any order placed with them. In Fundex's sole discretion, there may be limits or cancellations on the quantity of items purchased per individual, per household, or per order. These restrictions could be applied to orders made by the same customer account, the same credit card, and/or to orders that utilize the same billing and/or shipping address. Should an order be changed or cancelled, Fundex will attempt to notify the Customer by contacting the e-mail and/or billing address/phone number provided at the time the order was made. Additionally, Fundex reserves the right to limit or prohibit orders that, in Fundex's sole judgment, appear to be placed by dealers, resellers, or distributors.

The Customer agrees to provide current, complete, and accurate purchase and account information for all purchases made at Fundex's site. The Customer also agrees to promptly update their account and other information, including email address, credit card numbers, and expiration dates, so that Fundex can complete transactions and contact the Customer as needed.

## Additional Resources

Fundex may provide the Customer with access to third-party tools over which Fundex neither monitors nor has any control nor input. The Customer acknowledges and agrees that Fundex offers access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. Fundex shall have no liability whatsoever arising from or related to the Customer's use of optional third-party tools.

Any use by the Customer of optional tools offered through the site is entirely at the Customer's own risk and discretion, and the Customer should be familiar with and approve of the terms on which tools are provided by the respective third-party provider(s). Fundex may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### External Links

Certain content, products, and services available via Fundex's Service may contain materials from third parties. Third-party links on Fundex's site may direct the Customer to third-party websites that are not affiliated with Fundex. Fundex is not responsible for examining or evaluating the content or accuracy, and it does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

Fundex is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. The Customer should review carefully the third-party's policies and practices and make sure they understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

#### Comments, Feedback, and Other Submissions from Users

The Customer agrees that Fundex may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that the Customer sends to Fundex, whether online, by email, by postal mail, or otherwise. Fundex is not and shall not be under any obligation to (1) maintain any comments in confidence; (2) pay compensation for any comments; or (3) respond to any comments.

Fundex may, but has no obligation to, monitor, edit, or remove content that Fundex determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or which violates any party's intellectual property or these Terms of Service.

The Customer represents and warrants that their comments will not violate any rights of third parties, including copyright, trademark, privacy, personality, or any other personal or proprietary right. The Customer further represents and warrants that their comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. The Customer must not use a false e-mail address, pretend to be someone other than themselves, or otherwise mislead Fundex or third parties as to the origin of any comments. The Customer is solely responsible for any comments they make and their accuracy. Fundex takes no responsibility and assumes no liability for any comments posted by the Customer or any third party.

Both the Customer and Fundex shall conduct all interactions under this agreement with the highest degree of fairness and respect. Any action detrimental to the reputation or legitimate interests of either party is strictly prohibited. This agreement imposes an affirmative duty to refrain from such detrimental conduct both during and after the term of the trading relationship. Disputes should be resolved in accordance with the terms of this agreement and applicable law. Violation of these provisions may result in immediate legal action, including a cease and desist notice and other legal remedies to protect the rights and interests of the aggrieved party.

## Personal Information

The submission of personal data through the website is governed by Fundex's Privacy Policy.

## KYC

Fundex is committed to implementing robust and comprehensive procedures in accordance with legal and regulatory requirements pertaining to Know Your Customer (KYC), Customer Due Diligence (CDD), and Enhanced Due Diligence (EDD).

### Know Your Customer (KYC):

The objectives of the Know Your Customer (KYC) procedures are to:

Establish a streamlined and efficient mechanism for identifying and vetting prospective Counterparties.

Mitigate the risks of money laundering by acquiring and analyzing relevant information.

Facilitate the detection of suspicious transactions by identifying inconsistencies with the information received.

### Customer Due Diligence (CDD):

CDD is a mandatory process for initiating and maintaining engagements with Counterparties.

The CDD protocol mandates:

Collecting verifiable identification data from Counterparties to unequivocally establish their identity.

Understanding the intended nature and purpose of the Counterparty's trading activities, including the strategies to be employed and the financial market knowledge to be assessed.

Performing ongoing monitoring of trading activities to ensure they are consistent with the Counterparty's stated trading strategy, risk profile, and financial resources.

### Enhanced Due Diligence (EDD):

For business relationships or transactions that present a heightened risk, as determined by Fundex's risk assessment, EDD will be implemented. These enhanced measures exceed standard CDD requirements and include:

Obtaining additional identity verification documents, particularly in cases where standard documentation has proven insufficient or questionable.

Conducting a detailed interview, which may include a video call, to personally engage with the Counterparty and better assess their legitimacy.

Gaining deeper insight into the Counterparty's trading methodology to ensure it aligns with our risk tolerance and the ethical trading standards set forth by Fundex.

Implementing intensified and ongoing monitoring of the Counterparty's trading activities, to dynamically evaluate adherence to agreed-upon practices and risk parameters.

## Prohibited Trading Practices

The Customer is prohibited from engaging in trades that contravene the stipulations outlined in this section or the FAQ. Any trades violating these stipulations are strictly forbidden, and the Customer must adhere to the rules and guidelines set forth in this section and the FAQ when utilizing the Services.

The Customer must not use trading strategies that intentionally or unintentionally exploit errors in the Services, such as inaccuracies in displayed prices or delays in updates, including practices like Latency Trading.

It is prohibited for the Customer to execute trades using an external or slow data feed or engage in gap trading.

Participating, alone or with others, in trades or combinations of trades across connected accounts or accounts held within the platform to manipulate trading, commonly known as "Group Trading," is forbidden.

The use of software, artificial intelligence, ultra-high speed, high-frequency trading, or mass data entry that could manipulate or abuse the Provider's systems or services or provide an unfair advantage is prohibited.

Performing any form of arbitrage that exploits pricing differences between different markets or exchanges is prohibited.

Engaging in strategies that guarantee the execution of limit orders during periods of low liquidity is prohibited.

The Customer must not conduct trades that are inconsistent with typical forex or financial market operations or may cause financial harm to the Provider.

Copy trading without prior authorization from the Provider is prohibited.

Allowing any third party to execute trades on the Customer's behalf or accessing Fundex Challenge Accounts for trading by any third party is prohibited.

Trading on behalf of any third party or managing Fundex Challenge Accounts for another user is prohibited.

Opening positions significantly larger or smaller than the Customer's other trades is prohibited.

Utilizing a high level of margin or an extremely risky trading strategy is prohibited.

If the Customer engages in any prohibited trading practices described in Clause 14.1, the Provider may:

Consider it a failure to comply with the terms of the relevant Challenge provided by the Provider.

Remove the transactions violating the prohibition from the Customer's trading history and/or exclude their results from profits and/or losses generated by Demo Trading.

Terminate all Services provided to the Customer and subsequently terminate this agreement. If prohibited practices are carried out on one or more Fundex Challenge Accounts or accounts of different Customers, the Provider may cancel all Services and terminate all relevant contracts. The Provider may take actions described in Section 14.2 and this Section at its sole discretion.

Use of The Provider's Trader accounts for prohibited practices may result in the cancellation of user accounts and termination of agreements by the third-party provider.

Repeated engagement in prohibited practices may result in denial of access to Services, including the Dashboard and Trading Platform, without compensation.

The Provider shall not be responsible for trading or investment activities conducted outside the relationship with The Provider.

#### Limitation of Liability; Disclaimer of Warranties

The Provider does not guarantee error-free, timely, secure, or uninterrupted use of the service, and does not warrant the accuracy or reliability of results obtained from its use. The Customer acknowledges that the Provider may suspend or cancel the service at any time. The service and all products and services delivered are provided 'as is' and 'as available,' without any warranties, representations, or conditions of any kind. The Provider and its affiliates shall not be liable for any direct, indirect, incidental, punitive, or consequential damages arising from the Customer's use of the service.

#### Indemnification

The Customer agrees to indemnify and hold harmless the Provider and its affiliates from any claims or demands arising from the Customer's breach of these Terms or violation of any law or third-party rights.

#### Severability

If any provision of these Terms is deemed unlawful, void, or unenforceable, such provision will be enforceable to the maximum extent permitted by law, and the remainder of the Terms will remain valid and enforceable.

#### Termination

Obligations and liabilities before termination date survive, and the agreement remains effective until terminated. The Provider may terminate this agreement if the Customer fails to comply with its terms, and upon termination, the Customer remains liable for all amounts due.

#### Refund Policy

Termination requests by the Customer may result in loss of access to Services without refunds. Persistent violations may lead to access restriction without compensation. Once trading commences, fees become nonrefundable.

## Funded Account and Social Capital Security

Fundex reserves the right to refuse to provide a funded account to a user and to proceed with the user's refund in cases where there are reasons related to the security of the company's social capital. Such reasons may include, but are not limited to:

1. **Security Policy Violations**: If the user has been found in violation of Fundex's security policy, including unauthorized access attempts, data manipulation, or other suspicious activities that threaten the integrity of the social capital.
2. **Fraudulent or Suspicious Activities**: If Fundex detects fraudulent or suspicious activities related to the user's account, which could jeopardize the company's social capital or system integrity.
3. **Non-Compliance with Security Regulations**: If the user fails to comply with the security regulations established by Fundex to protect the company's social capital and other users.
4. **High Financial Risks**: If Fundex believes that the user poses a high financial risk to the company's social capital due to risky or non-compliant trading practices.
5. **Fundex's Discretionary Decision**: Fundex reserves the discretionary right to not provide a funded account to a user if it deems it necessary to preserve the security and integrity of the company's social capital, even in the absence of explicit violations of the terms and conditions.

In the event of a decision to not provide a funded account to a user for reasons related to the security of the social capital, Fundex will proceed with the user's refund for any amount paid in connection with the funded account request. The user understands and agrees that such decision is final and not subject to dispute or claim.

## Entire Agreement

These Terms, along with any policies or operating rules, constitute the full agreement between the Customer and the Provider, overriding all prior agreements. Any ambiguity shall be resolved neutrally.

## Governing Law

These Terms and agreements are governed by the Customer's legal jurisdiction.

## Local Law



The Customer must comply with all local laws related to participation in the Fundex Challenge and assumes all responsibility for their actions.

Changes to Terms of Service

Changes to the Terms will be governed by the Customer's legal jurisdiction.

Contact Information

[support@fundefx.com](mailto:support@fundefx.com)