



FUNDED CAPITAL

TERMS & CONDITIONS

NOVEMBER 2023



General Terms and Conditions

These FUNDED CAPITAL Terms and Conditions (T&C) govern rights and obligations in connection with the use of services provided by Moonance LLC (the “Services”), offered mainly through the <http://www.funded-capital.com> website (the “Website”). Please read these T&C carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

1. INTRODUCTORY PROVISIONS

- 1.1. These T&C govern your (“you”, “your”, or the “Customer”) rights and obligations in connection with the use of the Services provided by Moonance LLC (Reg. No.: 2141 LLC 2022), with its registered office at : James Street, Kingstown, VC0100, St. Vincent & the Grenadines (“we”, “our”, or the “Provider”).
- 1.2. By registering on the Website or, where registration is not required, not later than by your first use of the Services, you are entering into a contract with the Provider, the subject of which is the provision of the Services of your choice. The T&C form an integral part of such a contract and, by executing the contract with the Provider, you express your agreement to these T&C.
- 1.3. The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.
- 1.4. The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX market or trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, and other ancillary services, in particular through the Client Section or by the provision of access to applications provided by the Provider or third parties. Financial market information is used in the simulated trading; however, you acknowledge that any trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Services, and in particular that they may not be used for any actual trading and that you are not entitled to



the payment of those funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.

- 1.5. None of the services provided to you by the provider can be considered investment services in accordance with applicable laws. The provider does not give or provide to you any guidance, instructions, or information about how or in which manner you should perform transactions when using the services or otherwise, or any other similar information about the investment tools traded, nor does the provider accept any such guidance, instructions, or information from you. None of the services constitute investment advice or recommendations. No employees, staff, or representatives of the provider are authorized to provide investment advice or recommendations. Should any information or statement of any employee, staff, or representatives of the provider be interpreted as investment advice or recommendations, the provider explicitly disclaims that the same is investment advice or recommendations and shall not be responsible for them.
- 1.6. 1.6. Your personal data is processed in accordance with the **Privacy Policy**.
- 1.7. 1.7. The meaning of the definitions, expressions, and abbreviations used in these T&C can be found in clause 18.

2. SERVICES AND THEIR ORDER

- 2.1. You can order the Services through the Website by completing the appropriate registration or order form. After registration, we will email you the login details for the Client Section and/or Trading Platform and allow you to access them.
- 2.2. The Services include, among other things, the Free Trial, Funded Capital Trading Challenge, and Verification products; these products may differ in the scope of the Services provided (e.g., by analytical tools available to the Customer). With the Free Trial, you may use some of the Services within a limited options for 3rd party brokerage and trading platforms, scope and for a limited period of time free of charge. Completing the Free Trial does not entitle you to access any other Services.
- 2.3. 2.3. All data that you provide to us through the registration or order form, the Client Section, or otherwise must be complete, true, and up-to-date. You must immediately notify us of any change in your data or update the data in your Client Section. The Customer is responsible for all the provided data being accurate and up-to-date; the Provider is not obligated to verify the data.
- 2.4. You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or in the Client Section, or if you state that you are a legal entity, you will be considered as an entrepreneur(trader) for the purposes of these T&C and when using the Services, and the provisions of these T&C or the applicable law that grant rights to consumers will not apply to you.



- 2.5. The fee for the Funded Capital Trading Challenge varies according to the option selected and depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the Funded Capital Trading Challenge and the subsequent Verification are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided on our Website here <http://www.funded-capital.com> and on the Client Section. The Provider reserves the right to also provide the Services under individually agreed conditions. The final fee will be determined based on the option you select when completing the form for ordering the Funded Capital Trading Challenge. The Provider reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Provider at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Provider.
- 2.6. The fee is paid for allowing you to access the Funded Capital Trading Challenge, or the Services provided under the Funded Capital Trading Challenge. The Customer is not entitled to a refund of the fee, for example, if the Customer cancels the Customer's Client Section or requests the cancellation by email, if the Customer terminates the use of the Services prematurely (for example, fails to complete the Funded Capital Trading Challenge or the Verification), fails to meet the conditions of the Funded Capital Trading Challenge or the Verification, or violates these T&C.
- 2.7. If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services, refuse any future provision of any services, and consider taking legal action.
- 2.8. Your choice of the option of the Funded Capital Trading Challenge that you select when making an order shall also apply to the subsequent Verification. You will start the subsequent Verification and, possibly, other products related thereto, with the parameters and the same currency that correspond to the option of the Funded Capital Trading Challenge selected by you. Once you make a selection, it is not possible to change it. If you are ordering a new Funded Capital Trading Challenge, the restrictions specified in clause 2.8 shall not apply.
- 2.9. The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.
- 2.10. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your email address. In the case of the Free Trial, the order is completed upon the delivery of the confirmation to your e-mail address, whereby the contract is executed. In the case of the Funded Capital Trading Challenge, the order is completed upon the payment of the fee for the selected option (more on this in clause 3.4), whereby the contract between you and the Provider is executed, the subject of which is the provision of the Funded Capital Trading Challenge and, if the conditions



of the Funded Capital Trading Challenge are met, the Verification. The contract is concluded in English. We archive the contract in electronic form and do not allow access to it.

You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g. software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Provider does not charge any additional fees for the internet connection.

- 2.11. You acknowledge that the operators of trading platforms are persons or entities different from the Provider and that their own terms and conditions and privacy policies will apply when you use their services and products. Before sending an order form, you are obligated to read those terms and conditions and privacy policies.
- 2.12. If the Customer places an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may notify the Customer through the Client Section or email as a protective precaution to mitigate potentially harmful or gambling behaviour of the Customer. If such unreasonable behaviour continues after such notice, we reserve the right to suspend any further orders of the Services by the Customer. If we identify that the unusual behaviour as per this paragraph relates to the Customer's involvement in Forbidden Trading Practices, we may take respective actions as perceived in Section 5 of this T&C. The Provider reserves the right to determine, at its own discretion, the nature of the behaviour described above and reasonable boundaries for such determination.

3. PAYMENT TERMS

- 3.1. The amounts of fees for the Funded Capital Trading Challenge options are in USD. The fee can also be paid in other currencies that are listed on the Website. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the Website, the amount will be converted according to the current exchange rates valid at the time of payment.
- 3.2. Service charges are inclusive of all taxes. If the Customer is an entrepreneur (trader), he is obliged to fulfill all his tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he is obliged to pay tax or other fees properly.
- 3.3. You can pay the fee for the selected option of the Funded Capital Trading Challenge by a payment card, via a bank transfer, or using other means of payment that the Provider currently offers on the Website.
- 3.4. In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately. If you select a bank transfer for payment, we will subsequently send you a proforma invoice in electronic form with the amount of the fee for the



option of the Funded Capital Trading Challenge you have chosen on the Website. You undertake to pay the amount within the period specified in the proforma invoice. The fee is considered paid when its full amount is credited to the Provider's account. If you do not pay the amount on time, the Provider is entitled to cancel your order. Customer bears all fees charged to Customer by the selected payment service provider (according to the valid price list of the payment services provider) in connection with the transaction and the Customer is obliged to ensure that the respective fee for the selected Funded Capital Trading Challenge is paid in full.

4. CLIENT SECTION

- 4.1. Only one Client Section is permitted per Customer and all of the Customer's Services must be maintained in the Client Section.
- 4.2. The total number of Funded Capital Trading Challenges and Verifications per one Client Section may be limited depending on the total sum of the initial capital amounts of the products ordered by the Customer or on the basis of other parameters. Unless the Provider grants an exception to the Customer, the initial capital amounts may not be transferred between the individual products or mutually combined. You may also not transfer or combine your performance, Service parameters, data or any other information between the products.
- 4.3. Access to the Client Section and Trading Platform is protected by login data, which the Customer may not make available or share with any third party. If the Customer has registered as a legal entity, the Customer may allow the use of the Services through the Customer's Client Section to the Customer's employees or other authorized employees and representatives. The Customer is responsible for all activities that are performed through the Customer's Client Section or Trading Platform. The Provider bears no responsibility, and the Customer is not entitled to any compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Customer, if such misuse occurs for any reasons on the part of the Customer.
- 4.4. The Customer acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that you upload, transfer or save through the Client Section or Trading Platform.
- 4.5. The Customer may at any time request the cancellation of the Client Section by sending an e-mail to support@funded-capital.com. Sending a request for the cancellation of the Client Section is considered as a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Section and Trading Platform. The Provider will immediately confirm the receipt of the request to the Customer by email, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.



5. RULES OF DEMO TRADING

- 5.1. During the demo trading on the Trading Platform, you may perform any transactions, unless these constitute forbidden trading strategies or practices within the meaning of clause 5.4. You also agree to follow good market standard rules and practices for trading on financial markets (e.g. risk management rules). Restrictions may also be imposed by the trading conditions of the Trading Platform that you have selected for trading.
- 5.2. You acknowledge that the Provider has access to information about the demo trades that you perform on the Trading Platform. You grant the Provider your consent to share this information with persons/entities who are in a group with the Provider or who are otherwise affiliated with the Provider, and you grant the Provider and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Provider. The Provider is aware that you do not provide the Provider with any investment advice or recommendations through your demotrading. You acknowledge that you may suspend your demo trading on the Trading Platform at any time.
- 5.3. The Provider 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.

5.4. FORBIDDEN TRADING PRACTICES

5.4.1. During the demotrading, it is prohibited to:

1. a) knowingly or unknowingly use trading strategies that exploit errors in the services such as errors in display of prices or delay in their update; (In the case that Funded Capital enables all forms of EAs, this restriction will not apply during the evaluation stage.) All forms of EA's are currently enabled during the evaluation stage.
b) perform trades using an external or slow data feed; (In the case that the Funded Capital enables all forms of EAs, this restriction will not apply during the evaluation stage.)
c) perform, alone or in concert with any other persons, including between connected accounts, or accounts held with different Funded Capital entities, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions;
d) perform trades in contradiction with the terms and conditions of the provider and the trading platform;
e) 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; or
2. f) 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 provider might suffer financial or other harm as a result of the customer's activities.



- 5.4.2. Furthermore, Customer 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 Customer's other trades, whether on this or any other Customer's account, or (ii) opening substantially smaller or larger number of positions compared to Customer's other trades, whether on this or any other Customer's account.
The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies or situations are Forbidden Trading Practices.
- 5.5. If the Customer engages in any of the Forbidden Trading Practices described in clause 5.4, (i) the Provider may consider it as a failure to meet the conditions of the particular Funded Capital Trading Challenge or Verification, (ii) the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the demo trading, or (iii) to immediately cancel all Services provided to the Customer and subsequently terminate this Agreement.
- 5.6. In case when some or all Forbidden Trading Practices are executed on one or more Funded Capital Trading Challenge and Verification accounts of one Customer, or accounts of various Customers, or by combining trading through Funded Capital Trading Challenge and Verification accounts and Funded Capital Trader accounts, then the Provider is entitled to cancel all Services and terminate all respective contracts related to any and all Customer's Funded Capital Trading Challenge and Verification accounts. The Provider may exercise any and all actions in Clauses 5.5 and 5.6 at its own discretion.
- 5.7. If any Funded Capital Trader 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 the Funded Capital Trader 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.
- 5.8. 5.8. If the Customer engages in any of the practices described in clause 5.4 repeatedly, and the Provider has previously notified the Customer thereof, the Provider may prevent the Customer from accessing all Services or their parts, including access to the Client Section and Trading Platform, without any compensation. In such a case, the Customer is not entitled to a refund of the fees paid.
- 5.9. The Provider does not bear any responsibility for trading or other investment activities performed by the Customer outside the relationship with the Provider, for example by using data or other information from the Client Section, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.
- 5.10. 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 profits of the customer's demo trading are not a guarantee or indication of any further performance.



6. FUNDED CAPITAL TRADING CHALLENGE

- 6.1. After paying the fee for the selected option of the Funded Capital Trading Challenge, the Customer will receive the relevant login data for the Trading Platform at the e-mail address provided by the Customer or in the Client Section. The Customer activates the Funded Capital Trading Challenge by opening the first demotrade in the Trading Platform.
- If you are a consumer, you acknowledge that, by opening the first demotrade, you expressly demand the provider to complete the services before the expiry of the period for withdrawal from the contract, which affects your right to withdraw from the contract, as specified in more detail in clause 12.
- If you do not activate the Funded Capital Trading Challenge within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Section or by sending an e-mail to support@funded-capital.com within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the fee. The Funded Capital Trading Challenge lasts for 30 calendar days from the date of its activation in a state of inactivity, otherwise the challenge has no time limits as long as the trader remains active in operation while working to complete the parameters.
- 6.2. In order for the Customer to meet the conditions of the Funded Capital Trading Challenge, the Customer must fulfill all of the following parameters at the same time by the end of the Funded Capital Trading Challenge:
- 6.2.1. During the Funded Capital Trading Challenge, the Customer has opened at least one demotrade on 1 Calendar day before meeting the profit targets.
- 6.2.2. In the course of none of the calendar days during the Funded Capital Trading Challenge did the Customer report a loss on any demotrades opened and closed on that day, which would exceed the percentage of the capital for the respective option as described below:
- Funded Capital Trading Challenge: A daily 4% loss of the account balance or highest point of equity on a given trading day.
- 6.2.3. At no time during the Funded Capital Trading Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed in total the percentage of the initial capital for the respective option as described below:
- Funded Capital Trading Challenge: A total loss of 8% of the balance (Trailing to all balance sizes) or highest point of equity on a given trading day.
- 6.2.4. During the Funded Capital Trading Challenge, the Customer reported a total profit on all closed demotrades amounting to at least the percentage of the initial capital for the respective option as described below:
- Funded Capital Trading Challenge: In total 10% profit of the initial capital.

The above parameters are explained in more detail on the Website www.funded-capital.com and in the Client Section.



- 6.3. If the Customer has met the conditions of the Funded Capital Trading Challenge specified in clause 6.2, and at the same time has not violated these T&C, in particular the rules of demo trading under clause 5.4, the Provider will evaluate the Funded Capital Trading Challenge as successful and will make the Funded Stage available to the Customer by sending login details to the Customer's e-mail address or Client Section. The Customer may request the evaluation of the Funded Capital Trading Challenge at any time by sending a request to support@funded-capital.com or via the Client Section. The Provider does not have to evaluate the Funded Capital Trading Challenge if the Customer has not closed all trades.
- 6.4. If the above conditions are met, the Provider will evaluate the Verification as successful and will recommend the Customer as a candidate for the Funded Capital Trader program. (Funded)
- 6.5. Provider recommending Customer as a candidate for the Funded Capital Trader Program in no way guarantees Customer's acceptance into the Funded Capital Trader Program. The Provider is not responsible for Customer being rejected by the Funded Capital Trader Program for any or no reason.

7. FUNDED CAPITAL TRADER

- 7.1. If the Customer is successful in the evaluation stage, the Customer may be offered a contract by a third-party company, in its sole discretion to participate in the Funded Capital Trader Program. (Funded Stage) The terms, conditions, and agreement between the Customer and a third-party company are strictly between the Customer and the third-party company. Funded Capital is in no way involved with the Funded Capital Trader Program agreement — or lack thereof — executed between the third-party company and the Customer. This contract will contain a detailed agreement of the funding stage operations and terms. We and our associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. You agree that our Services are for Client's use solely, meaning that only the Client can access their Funded Capital accounts and perform trades. You do not allow any third-party private persons or professionals to access your account, nor you do not access third-party accounts.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

- 8.1. The Website and all Services, including the Client 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 Provider or the Provider's licensors. The Provider 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 Provider or the Provider's licensors.

- 8.2. All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors and the Provider does not grant you any authorization to use them.
- 8.3. Both the Customer and the Provider 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 Customer and the Provider will resolve any possible disagreements or disputes between them in accordance with these T&C and the applicable law.
- 8.4. Except for the rights expressly set out in these T&C, the Provider 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 these T&C.
- 8.5. When accessing the Services and other Content, the following is prohibited:
 - 8.5.1. 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;
 - 8.5.2. to circumvent geographical restrictions of availability or any other technical restrictions;
 - 8.5.3. to make copies or back-ups of the Website and other Content;
 - 8.5.4. to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;
 - 8.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;
 - 8.5.5. to use automated means to view, display or collect information available through the Website or Services; and
 - 8.5.7. to use any other tools or means the use of which could cause any damage to the Provider.
- 8.6. The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

9. DISCLAIMER

- 9.1. 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 non-infringement of any rights.
- 9.2. 9.2. 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.

- 9.3. The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.4. The Provider 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.
- 9.5. The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

10. COMMUNICATION

- 10.1. You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will take place through the Client Section or your email address, which you register with us. Written electronic communication by email, Live Chat or through the Client Section is also considered to be written communication.
- 10.2. Our contact e-mail address is support@funded-capital.com and our contact address is James Street, Kingstown, VC0100, St. Vincent & the Grenadines

11. VIOLATION OF THE T&C

- 11.1. If the customer violates any provision of these T&C in a manner that may cause any harm to the provider, in particular, if the customer accesses the services in conflict with clause 1.3, if the customer provides incomplete, untrue or non-updated information in conflict with clause 2.3, if the customer acts in a manner that may damage the provider's good reputation, if the customer violates the demo trading rules pursuant to clause 5.4, if the customer acts in conflict with clause 8.3, and/or if the customer performs any of the activities referred to in clause 8.5, the provider may prevent the customer 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.



12. RIGHT TO WITHDRAW FROM A CONTRACT

- 12.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within 14 days of its execution (see clause 2.10 for details on the time of execution of the agreement). 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.
- 12.2. Your withdrawal from the contract must be sent to our email address support@funded-capital.com within the specified time limit. We will confirm the receipt of the withdrawal to you in text form 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.
- 12.3. The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Customer specified in Clause 10.

13. DEFECTIVE PERFORMANCES

- 13.1. 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 Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay to our email address or to our address listed in clause 11.2. 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.
- 13.2. 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 email to our e-mail address support@funded-capital.com.

14. CHANGES TO THE T&C

- 14.1. The Provider reserves the right to change these T&C at any time with immediate effect for new customers and new orders of the Services placed by existing Customers. The Provider will notify existing Customers of the change to the T&C via the Client Section or by email. The Funded Capital Trading Challenge and the subsequent funded stage are provided throughout the period of their duration pursuant to the version of the T&C which was valid and effective at the time at which the relevant Funded Capital Trading Challenge was ordered.



15. 15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT

15.1. It is our objective that our customers are satisfied with the Funded Capital services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in clause 11.2. Live chat is also available on our website.

16. CHOICE OF LAW AND JURISDICTION

16.1. Any legal relations established by these T&C or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of St Vincent & the Grenadines. Any dispute that may arise in connection with these T&C and/or related agreements will fall within the jurisdiction of St Vincent & the Grenadines court having local jurisdiction according to the registered office of the Provider.

16.2. The provisions of clause 16.1 do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the European Union or any other jurisdiction.

17. FINAL PROVISIONS

17.1. The Provider has not adopted any consumer codes of conduct.

17.2. These T&C constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the T&C, whether verbal or written.

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

17.4. The Provider may assign any claim arising to the Provider from these T&C 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 T&C 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 T&C or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

17.5. If any provision of the T&C 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 the T&C, 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.

- 17.6. The schedules to the T&C form integral parts of the T&C. In the event of a conflict between the wording of the main text of the T&C and any schedule thereof, the main text of the T&C shall prevail.
- 17.7. Prior to the mutual acceptance of these T&C, the parties have carefully assessed the possible risks arising from them and accept those risks.

18. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

- 18.1. For the purposes of the T&C, the following definitions shall have the following meanings:
- 18.1.1. “Client Section” means the user interface located on the Website;
 - 18.1.2. “Content” means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services (as set out in clause 8.1);
 - 18.1.3. “Customer” means the user of the Services (as set out in clause 1.1);
 - 18.1.4. “Funded Capital Trading Challenge & 1-Step Funding Evaluation” means trading accounts related to trading education courses provided as part of the Services by the Provider;
 - 18.1.5. “Funded Capital Trader account” means a trading account, which relates to the Funded Capital Trader program provided by a third-party provider;
 - 18.1.6. “Forbidden Trading Practices” means trading practices strictly forbidden unless stated otherwise on our website while using our Services and are more detailed in Section 5.4 of these T&C;
 - 18.1.7. “T&C” means these General Terms and Conditions of Moonance LLC;
 - 18.1.8. “Provider” means the provider of certain Services (as set out in clause 1.1);
 - 18.1.9. “Schedules” means Schedule 1 and any other Schedules as applicable, which are part of these T&C;
 - 18.1.10. “Services” means the Provider’s services as set out in clauses 1.1 and 1.4;
 - 18.1.11. “Trading Platform” means an electronic interface provided by a third party in which the Customer performs the demotrading; and
 - 18.1.12. “Website” means the website www.funded-capital.com and its subdomains.
- 18.2. For the purposes of the T&C and their schedules, the following expressions and abbreviations shall have the following meanings:
- 18.2.1. “calendar day” means the period from midnight to midnight of the time currently valid in the United States (Eastern European Summer Time, EEST);
 - 18.2.2. “initial capital” means a fictitious amount that the Customer has chosen when selecting the option of the Funded Capital Trading Challenge and which the Customer will use to perform demotrading;



18.2.3. "EUR" means the euro