

## Evaluation Program – Algo Forex Funds

### Application of Terms and Conditions



The provisions of this Schedule are subject to, and form part of, the *Terms and Conditions – Technology Access and Trader Assessment Program* (Terms) as provided and agreed to by you on establishment of your Account. The provisions presented in this Terms and Conditions prevail in the event of any discrepancy.

### Available Assessment Programs

Subject	Challenge	Funded Stage
Max daily drawdown	6%	6%
Max drawdown	20%	20%
Profit target Phase 1	6%	Not Applicable
Max trading days phase 1	Unlimited	Unlimited
Min trading days phase 1	Not Applicable	-
Free repeat (Evaluation)	No	No
Refund upon payout	No	No
HFT allowed	Yes	No
Weekend Holding	Yes	Yes
High Impact News trading	Yes	Yes
Profit consistency	No	Yes
Volume consistency	No	Yes
Profit cap	No	Yes
Leverage	1:100	1:30
Profit Split	NA	Scaling
Inactivity Period	30 days	30 days
Third Party Copy Trading	No	No
EAs	Yes	Yes
Hedging	No	No
Mandatory Stop Loss and Take Profit	No	No
GRID/Martingale	Allowed	Allowed

**Supplementary Notes:**

1. All dollar amounts above are in USD.
2. **Notional Net Profit** means the notional value that can be attributed to the representative value of the net positions of your Trades for each Trading Period - The profit after costs and fees.
3. The **Profit Consistency Rule** applies to all trading activities during the Trading Period. For the purposes of this Evaluation Program. To comply with the Consistency Rule: (1) A single trade shall not represent more than 33% of the total profit for the assessed period.
4. The **Lot Size Consistency Rule** applies to all trading activities during the Trading Period. For the purposes of this Evaluation Program. To comply with the Lot Size Consistency Rule your average trade size is assessed and used to determine the trading range. The trading range is determined by adding 100% to your average trade size to determine the maximum value and subtracting 75% to determine the minimum value. In other words, the range is from 0.25x to 2x the average lot size.
5. The Evaluation period and Evaluation Criteria may comprise of either 1 or 2 parts. If it comprises 1 part, then you must satisfy the stated Evaluation Criteria within the stated Evaluation Period. If it comprises 2 parts, then you must satisfy the requirements of Phase 1 (Evaluation) to be eligible to proceed to Phase 2 (Verification) and you must satisfy the requirements of Phase 2 (Verification) to satisfy the Assessment Criteria for your selected Assessment Program.
6. All Fees published in this Evaluation Program and Fees are **exclusive** of relevant taxes or other statutory or regulatory costs. You are responsible for paying any such amounts and the Company may withhold or recover such amounts from you.
7. Hedging Between Accounts Definition: Using 2 different trading accounts or users to open opposing trades on the same instruments with the same/different lot size at the same time.
8. Single trade rule applicable to volume and profit consistency rules: Irrespective of how a trade is split up, it's counted as one entry. For clarification purposes, trading 1 lot or splitting it into two 0.5 lots are both considered a single trade.
9. Rules for withdrawals: Traders must comply with all terms and conditions and meet our risk assessment criteria in order to receive potential payouts. Risk assessment criteria includes consistency checks, account management checks, copy trading checks and further review of any strategies deemed to be toxic to the trading infrastructure that could jeopardize the experience of other market participants.
10. Potential payment :

Account Size	HFT PREMIUM
\$25,000	\$500
\$50,000	\$800
\$100,000	\$1,600
\$250,000	\$4,000
\$500,000	\$12,000
\$800,000	\$15,000
\$1,000,000	\$16,000

11. Profit consistency: 33%
12. Volume Consistency: Assessed based on the individual's average trade size
13. Leverage on instruments: 1:100 challenges, 1:30 funded
14. No and Yes: No means that the feature is not available. Yes, means that the feature is available, subject to certain conditions.
15. Scaling profit share:  
60% - 60% - 65% - 65% - 70% - 70% - 75% - 75% - 80% - 80% - 85% - 85% - 90% - 90% - 95% - 95% of the Net Profit, each payout representing the next profit share tier.

### **Residency Acknowledgement & Disclaimer**

The provisions of clause 4 of the Terms are restated and reiterated in this Schedule. For the purposes of the Terms and Conditions and this Schedule, Algo Forex Funds accepts clients from most countries, however, to receive a payout, traders must undergo a KYC process. Sanctioned countries may not be allowed to participate in the program.

#### **Residency acknowledgement:**

**Restricted country passport holders can use our service if they are resident in non-restricted countries and have a proof of resident visa.**

#### **Website**

[www.algoforexfunds.com](http://www.algoforexfunds.com)

### **Amendments to this Schedule**

This Schedule may be updated or amended in accordance with clauses of Terms and Conditions – Technology Access and Trader Assessment Program (Terms) and terms and conditions. For any updates or changes affecting Access Fees, Assessment Criteria, Funded Trader Criteria or Potential Trader Payments, you will be able to find updated information through our website. Following any such updates or amendments, you may elect to voluntarily stop using the Services at any time in accordance with our website terms.

# Privacy Policy for Algo Trading Solutions Limited

Reg No: 3335261

Suite C, Level 7, World Trust Tower, 50 Stanley Street, Central, Hong Kong

Last Updated: 4th January 2024

Algo Trading Solutions Limited ("we," "us," or "our") is committed to protecting the privacy and security of your personal information. This Privacy Policy outlines the types of information we collect, how we use and protect it, and your choices regarding the collection and use of your data.

## **1. Information We Collect**

We may collect the following types of personal information:

- 1.1. Personal Identifiable Information (PII): Including but not limited to names, addresses, email addresses, phone numbers, and other contact information.
- 1.2. Financial Information: Such as payment details, bank account information, and other financial data necessary for transactions.
- 1.3. User Data: Information related to your use of our services, including login credentials, IP addresses, device information, and usage patterns.

## **2. How We Use Your Information**

We use your personal information for the following purposes:

- 2.1. Providing Services: To deliver and maintain our products and services to you.
- 2.2. Communication: To respond to your inquiries, provide customer support, and send important notices.
- 2.3. Marketing: With your consent, we may send you promotional materials and offers.

2.4. Security: To protect our services, prevent fraud, and ensure the security of our systems.

### **3. Information Sharing**

We may share your personal information with third parties for the following purposes:

3.1. Service Providers: With trusted third-party service providers to assist us in delivering our services.

3.2. Legal Requirements: To comply with applicable laws, regulations, or legal processes.

3.3. Business Transactions: In the event of a merger, acquisition, or sale of all or part of our assets, your information may be transferred as part of the transaction.

### **4. Your Choices**

You have the following choices regarding your personal information:

4.1. Access and Correction: You can request access to and correction of your personal information.

4.2. Opt-Out: You can opt-out of receiving marketing communications from us.

### **5. Security**

We implement reasonable security measures to protect your personal information from unauthorized access and use.

### **6. Changes to This Privacy Policy**

We may update this Privacy Policy from time to time. The most current version will be posted on our website.

### **7. Contact Us**

If you have any questions or concerns about our Privacy Policy, please contact us at [support@algoforexfunds.com](mailto:support@algoforexfunds.com)

## **Refund Policy - Algo Trading Solutions Limited - Updated January 2024**

At Algo Trading Solutions Limited, we strive to provide exceptional services to our clients.

Please review our refund policy outlined below:

**1. Service Completion Upon Account Creation:**

- a. Our services are considered rendered in full upon the creation of a trading account with Algo Trading Solutions Limited. This signifies the initiation of our proprietary trading solutions for your benefit.

**2. Upstream Vendor Costs:**

- a. Algo Trading Solutions Limited incurs immediate costs with upstream vendors upon the opening of a trading account. These costs are non-recoverable, and as a result, we are unable to issue refunds once an account has been successfully created.

**3. Transaction Confirmation as Evidence of Purchase:**

- a. The issuance of transaction confirmations, whether for account creation, funding, or significant trades, serves as tangible evidence of your purchase and engagement with our services. Clients are encouraged to retain these confirmations for their records

**4. Chargeback Disputes:**

- a. In the event of a chargeback dispute, we urge clients to first contact our support team to address any concerns. Incorrectly filed chargebacks may result in additional fees and complications that can be avoided through direct communication.

**5. Contact and Resolution:**

- a. For any issues or inquiries related to our services, please reach out to our customer support team at [contact email/phone]. We are committed to addressing concerns promptly and finding mutually agreeable solutions whenever possible.

By engaging with our services and creating a trading account, you acknowledge and accept the terms of our refund policy as outlined above.

*Note: This policy is subject to change, and any updates will be communicated to clients through our official channels.*

# Terms and Conditions

## 1. Acceptance of Terms

By ordering the simulated trading account services (**Services**) from FXDD Mauritius Ltd. (Company) through the Company's website, which can be found here <https://fxdd.com/> (**Website**), the customer (**Customer**) agrees to be bound by these Terms and Conditions (**Contract**). If the Customer does not agree to these Terms and Conditions, they should not proceed with the order.

## 2. Non-Investment Services and Guidance Disclaimer

2.1 The Customer should note that the Services provided by the Company are not to be considered as investment services. The Company does not provide a broker service and does not accept client deposits. When the Customer engages with the Services, they are only granted access to the specific Services offered by the Company, and this access is subject to the payment of a fee. The Customer must understand that this fee is not considered as funds held on deposit in any of their accounts; instead, it is a payment for the Services. The Customer must be aware that no investment or deposit is involved in the Services.

2.2 Furthermore, the Company does not provide any guidance, instructions, or information on how or in what manner the Customer should perform transactions when using the Services or otherwise. The Company also does not accept any guidance, instructions, or information from the Customer regarding the tools traded.

2.3 It is crucial to note that none of the Services offered by the Company constitute investment advice or recommendations. Employees, staff, or representatives of the Company are not authorized to provide investment advice or recommendations. If any information or statement from the Company's employees, staff, or representatives is interpreted as such, the Company explicitly disclaims any responsibility for it and states that it is not investment advice or recommendations.

## 3. Description of Services

### 3.1 Access to Simulated Trading Services

The Services offered by FXDD Mauritius include access to a simulated trading account (**SIM Trading Account**). This account simulates real financial market conditions and is hosted on FXDD Mauritius's trading server(s) (**SIM Trading Platform**). The purpose of this platform is

educational, aimed at helping Customers assess and enhance their trading skills, especially in the realm of securities trading.

### **3.2 Trading Challenge**

(a) As part of the Services, the Customer will have the opportunity to engage in a trading challenge on the SIM Trading Platform. This challenge entails executing simulated trades (**SIM Trades**) in various securities, such as currencies, commodities, and other financial instruments (**Challenge**). The rules for the Challenge, including the procedures for undertaking it and the criteria for determining its successful completion or failure, are detailed on the Website.

(b) The Challenge is designed to test and refine the Customer's trading strategies and decision-making abilities in a virtual environment that closely replicates real-market scenarios. It is important to note that all trading activities within the Challenge are entirely hypothetical and do not involve genuine financial transactions.

(c) The Customer will engage in the Challenge through the SIM Trading Account, funded with virtual, non-real funds. These funds are intended for simulation purposes only, offering a practical and risk-free platform for trading practice. The virtual funds do not represent real money and cannot be withdrawn, deposited, or used for real-world financial transactions.

### **3.3 Educational Purpose**

(a) The SIM Trading Account and the associated trading Challenge are primarily educational. They allow the Customer to practice and evaluate their trading skills in a controlled, simulated market environment with limited financial risk.

(b) The Company does not provide trader education, advice, mentoring, or guidance to its customers. Its primary intent is to identify individuals who show a talent for trading.

## **4. Independent Trader Contract**

4.1 Upon completing the Challenge, the Customer may be offered the opportunity to trade an Earnings SIM Trading Account. This offer is subject to the Company's discretion and evaluation criteria.

4.2 Should the Customer accept this offer, a separate and distinct contract will be entered between the Customer and the Company. This Contract will outline the specific terms, conditions, and obligations related to the role of an independent contract trader (**Trader Contract**).

## **5. Eligibility for Services**



5.1 The Services are intended exclusively for individuals at least 18 years old and reside in countries where the Services are offered. By registering on the Website, the Customer affirms that the person is 18 or older. Individuals under 18 are not permitted to use the Services.

5.2 The Customer must use the Services only from countries where they are available. Be aware that accessing and using the Services may be illegal or restricted in certain countries, and the Customer agrees to comply with all applicable laws regarding the Customer's use of the Services.

5.3 The Company will not provide Services to Customers who:

(a) are nationals or residents of countries on the various sanction lists, including but not limited to the UN sanctions list, EU sanctions list, OFAC sanctions list, and any other relevant sanctions list;

(b) are subject to international sanctions as per the various sanction lists including but not limited to the UN sanctions list, EU sanctions list, OFAC sanctions list and any other relevant sanctions list; or

(c) have a criminal record involving fraud, financial crimes or terrorism.

5.4 The Company reserves the right to refuse, restrict, or terminate the provision of Services to any Customer at any time in its sole discretion in accordance with this section.

## **6. SIM Account Access, Login Details, and Terms of Use**

### **6.1 Registration and Order Acceptance**

(a) To register as a Customer for the Services, the Customer must provide certain personal information to the Company. This includes but is not limited to, the Customer's name, email address, mailing address, phone number, date of birth, and a unique username and password for the Customer's SIM Account.

(b) It is the Customer's responsibility to ensure all information's accuracy, completeness, and status.

(c) The Customer must promptly communicate any changes to the submitted data to the Company. This should be done via a notification from the Customer's registered email address and the relevant supporting documents.

### **6.2 Accepting the Customer's Order**

(a) The Company's acceptance of the Customer's order takes place when the Company sends an email to the Customer with the Customer's SIM Trading Account login details (**Login Details**), at which point and on which date (**Commencement Date**) the Contract between the Company and the Customer will come into existence.

(b) A Customer portal will also be created on the Company's Website following this acceptance (Customer Portal).

(c) The Contract will relate only to those Services confirmed in the Login Details.

**6.3 If the Company cannot accept the order.** If the Company is unable to supply the Customer with the Services for any reason, the Company will inform the Customer of this by email and the Company will not process the Customer's order. If the Customer has already paid for the Services, the Company will refund the Customer the total amount.

**6.4 Refund Policy.** The Customer is entitled to a refund only within 14 days of the purchase of an order, provided that no trading has occurred on the SIM Trading Account. Requests for refunds must be made by sending an email to [challenge.support@fxdd.mu](mailto:challenge.support@fxdd.mu)

### **6.5 Responsibilities and Security**

(a) The Customer is solely responsible for maintaining the confidentiality of their login credentials. In the event of any security breach or suspected unauthorised use of the SIM Account, the Customer must immediately notify the Company. These login data protect access to the SIM Trading Platform and must not be made available, disclosed, or shared with any third party.

(b) The Customer is responsible for all activities conducted through the SIM Trading Platform using their login data.

(c) The SIM Account is personal to the Customer and is non-transferable. Sharing the SIM Account or having it purchased on the Customer's behalf by a third party is prohibited.

(d) The Company is not liable, and the Customer is not eligible for any compensation for any unauthorized access or misuse of the SIM Account or any aspect of the Services using the Customer's Login Details. Additionally, the Company is not accountable for any adverse outcomes that the Customer may experience because of such unauthorized access or misuse, primarily if it occurs due to any action or negligence on the part of the Customer. Using the Services, the Customer relinquishes any right to pursue claims against the Company related to such unauthorized access or misuse.

### **6.6 Use of Technical Equipment and Software**

(a) The Customer is responsible for obtaining the necessary technical equipment and software, including any third-party software required for the SIM Trading Platform.

(b) Customers can access the Website using widely used web browsers. It is the Customer's responsibility to ensure they have a stable internet connection and appropriate equipment and keep their browser up to date to maintain access.

## **6.7 Platform Availability and Data Integrity**

(a) The SIM Trading Platform may not always be available due to maintenance, upgrades, or other factors beyond the Company's control.

(b) The Company is not responsible for any unavailability of the SIM Trading Platform or for any loss of data or content the Customer uploads.

## **7. Prohibited Uses**

7.1 The Customer is prohibited from using the Services in a manner that violates any laws. This prohibition also extends to infringing on the rights of any third party, including but not limited to intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights.

7.2 The Customer may not:

(a) engage in activities such as data scraping, crawling, aggregating, framing, or posting unauthorized links; hacking; conducting denial of service (DOS) attacks; reverse engineering or circumventing the Services or the Website's technological protection measures.

(b) use of the Services or the Website to send unsolicited commercial emails to third parties or other customers or traders of the Company.

(c) engage in any trading strategy that the Company prohibits (**Prohibited Trading**). Such Prohibited Trading includes, but is not limited to:

(i) exploiting platform or pricing errors or latencies.

(ii) activities manipulating or artificially influencing market prices, such as spoofing, layering, or pump-and-dump schemes.

(iii) arbitrage abuse to exploit pricing differences, disrupting market order.

- (iv) collusion with others to manipulate prices or coordinate trading.
- (v) scalping for quick profits from minor price changes.
- (vi) front-running trades placed elsewhere.
- (vii) use of third-party or marketing strategies to pass the Challenge.
- (viii) using automated algorithms for manipulative trading practices.
- (ix) unauthorized access or use of another customer's account.
- (x) disruptive trading practices that harm market integrity.
- (xi) arbitrage between the Customer's SIM Account and any other account.

7.3 If the Company, in its sole discretion, identifies that the Customer's trading involves Prohibited Trading, the Customer's participation will be terminated. This includes losing access to the SIM Account and terminating the Contract. At the Company's sole discretion, the Customer may forfeit any fees paid.

7.4 Before eligibility for a Trader Contract, the Company will review the Customer's trading activity under these Terms and Conditions to assess for Prohibited Trading. If the Customer's trading is deemed as Prohibited Trading, the Customer will not be considered a candidate to become an independent contract trader for the Company, and the Customer will not be refunded any fees paid.

## **8. Trade Nullification and Adjustment**

The Company reserves the right to nullify, adjust, cancel, or rectify any transaction or trade at its discretion, based on reasonable judgment and good faith.

## **9. Payment Terms**

9.1 The Customer may settle the fee for the Customer's chosen Challenge option via the payment methods supported on the Website. Please note that the Company retains the right to update or change these payment options. Full payment of the Challenge fee is required before access to the SIM Account is granted.

9.2 Upon completing payment, the Customer will receive an electronic invoice accessible through the Customer's Customer Portal on the Website. This invoice will detail the fees paid for the selected Challenge option on the Website.

9.3 As the Customer, the Customer is responsible for covering any fees levied by the Customer's chosen payment service provider, as per their pricing list, associated with the transaction. The Customer must ensure that the full fee for the selected Challenge is paid.

9.4 The Customer is responsible for verifying the accuracy of any fees charged by their selected payment service provider. This ensures that all payments are correctly processed and accounted for.

## **10. Intellectual Property**

**10.1 Ownership of Intellectual Property:** The Customer acknowledges that all intellectual property rights in the SIM Trading Account and the SIM Trading Platform, including but not limited to trademarks, trade names, patents, registered designs, and any other automatic or registered intellectual property rights, are owned by, or licensed to the Company or the SIM Trading Platform. The Customer agrees that they shall not claim ownership or any rights to such intellectual property by using the SIM Trading Account or the Services.

**10.2 Permitted Use:** The Customer is granted a limited, non-exclusive, non-transferable, revocable license to use the SIM Trading Account and the SIM Trading Platform solely for SIM trading in accordance with these Terms and Conditions. This license does not grant the Customer any rights to use the Company's intellectual property or the SIM Trading Platform for any other purpose.

**10.3 Prohibition on Infringement:** The Customer agrees not to infringe upon the Company's intellectual property rights or the SIM Trading Platform. This includes refraining from copying, modifying, reverse engineering, decompiling, or attempting to extract the source code of the SIM Trading Account or any part of the SIM Trading Platform.

**10.4 No Redistribution or Reproduction:** The Customer shall not distribute, sell, lease, rent, lend, or sublicense the SIM Trading Account or the SIM Trading Platform to any third party. Nor shall the Customer use the SIM Trading Account or the SIM Trading Platform to create derivative works or provide any commercial service to third parties.

**10.5 Acknowledgement of Third-Party Rights:** Where a third party provides the SIM Trading Platform, the Customer acknowledges that specific additional terms and conditions may apply regarding the intellectual property of such third party. The Customer agrees to comply with all such terms and conditions and acknowledges that failure to do so may result in termination of their access to the SIM Trading Account.

**10.6 Reporting Infringements:** The Customer agrees to promptly notify the Company of any unauthorized use of the intellectual property rights related to the SIM Trading Account or the Trading Platform that comes to their attention.

## **11. Changes to the Terms and Conditions**

11.1 The Company reserves the right to modify, amend, or revise these Terms and Conditions at any time and at its sole discretion. Changes may be made to reflect updates in the Company's policies, changes in law, advancements in technology, or improvements in the Services provided to the Customer.

11.2 The Company will provide reasonable notice of any significant changes to these Terms and Conditions. Such notice will be given through the Website, via email, or through other communication channels deemed appropriate by the Company. The Company will choose the method of notification.

11.3 Amendments to the Terms and Conditions will become effective at once upon posting on the Website or as otherwise notified. Continued use of the Services, including the SIM Trading Account, after any changes to the Terms and Conditions, will constitute the Customer's acceptance of such changes.

11.4 It is the Customer's responsibility to regularly review these Terms and Conditions for any updates or changes. If the Customer disagrees with any part of the amended Terms and Conditions, they must cease using the Services at once and close their SIM Account, if applicable.

11.5 Any amendments made to these Terms and Conditions will not be retroactively applied and will not alter the terms of any agreements or arrangements made before the date of the changes.

11.6 For significant changes, the Company may, provide a consultation period during which Customers can review and comment on the proposed changes before they become effective.

11.7 By continuing to use the Services after amendments are made, the Customer is agreeing to be bound by the revised Terms and Conditions. If the Customer does not agree to the new terms, they should not continue to use the Services.

## **12. Processing of SIM Trade Data**

12.1 The Customer acknowledges that the Company has access to data of the Challenge conducted via the SIM Trading Platform. By engaging in a Challenge, the Customer consents to the Company sharing the Trades' data with affiliated entities or members within the same group as the Company (**Affiliates**).

12.2 This consent includes authorisation for the Company and its Affiliates to use the SIM Trades' data for various purposes. These may include but are not limited to the Company or its Affiliates, executing similar trades in real financial markets or other applications as deemed appropriate by the Company.

12.3 The Customer understands and agrees that such use of the SIM Trades' data may occur automatically, without the need for any other consent, consultation, or approval from the Customer. Furthermore, the Customer agrees that they are not entitled to any form of compensation, profit sharing, or detailed information regarding the specific use of the SIM Trades' data by the Company or its Affiliates.

### **13. Manifest Error**

13.1 Manifest Errors may occur in the pricing of financial instruments accessible via the SIM Trading Platform. A "**Manifest Error**" is defined as an error, omission, or obvious misquote by the Company, or any market, price providing bank, information source, commentator, announcement, or official upon whom the Company reasonably relies, considering the current market conditions at the time an order is placed. This may include incorrect prices, dates, times, markets, or any error or lack of clarity in any information source, commentator, official result, or announcement.

13.2 In determining whether a situation constitutes a Manifest Error, the Company will consider all information in its possession, including, but not limited to, information about relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company commits to declaring any Manifest Error in good faith, based on a reasonable assessment of all pertinent information.

13.3 In the event of a Manifest Error, the Company reserves the right to cancel the order and address any resulting consequences of the trade for the Customer. This action will be taken immediately upon detection of the Manifest Error.

### **14. Limitations of Liability**

14.1 The Company, its officers, directors, employees, Affiliates, white label partners and agents will not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Services and these Terms and Conditions.

14.2 Additionally, the Company, its officers, directors, employees, Affiliates, white label partners and agents shall not be liable to the Customer for any loss (including any incidental, indirect or consequential loss) Customer or any other person may suffer or incur as a result of or in connection with:

- (a) an event as set out in clause 18.1 (force majeure);
- (b) changes to the trading terms of the relevant stock exchange or currency market;
- (c) the failure of any third-party trading systems, software or services not provided by the Company;
- (d) any Manifest Error to the extent that the error could not have been prevented as a result of the Company due care and skill;
- (e) an inaccurately placed order by Customer, interruption of the connection or failure of the means of communication;
- (f) temporary technical difficulties or circumstances that make it impossible to carry out transactions on a given market and produce quotes, unless caused by the Company breach of these Terms and Conditions, negligence or willful default;
- (g) a delay in transmitting any order for execution;
- (h) any pricing discrepancies;
- (i) slippage; and
- (j) if any of the risks relating to trading materialises.

14.3 The Company's total liability to the Customer arising under or in connection with the Services and these Terms and Conditions whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total fees paid by the Customer to the Company.

14.4 Unless the Customer notifies that the Customer intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 30 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## **15. Confidentiality**



15.1 The Customer undertakes that he will not at any time disclose to any person any confidential information concerning the Company's business, affairs, customers, clients, or suppliers, except as permitted by clause 15.2.

15.2 The Customer may disclose the Company's confidential information:

(a) where the Company consents in writing to such disclosure; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **16. Indemnification**

The Customer indemnifies the Company, its officers, directors, employees, Affiliates, white label partners, and agents from any losses, damages, liabilities, claims, costs, awards, and expenses, including reasonable legal fees from any claims arising from the Customer's actions that are illegal, wrongful, or in breach of this Contract.

## **17. Termination**

17.1 **Termination for cause:** Without limiting any of the other rights of the Company, it may suspend the performance of the Services or terminate the Contract with immediate effect by giving written notice to the Customer via email if:

(a) the Customer commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of the Customer being notified in writing to do so;

(b) the Customer is declared bankrupt; or

(c) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

17.2 **Termination for no cause:** Without affecting any other right or remedy available, either party may terminate this Contract immediately by written notice to the other party.

17.3 **Automatic Termination:** This Contract shall automatically terminate:

(a) on the date, the Customer becomes an Earnings SIM Account Trader for the Company and or its affiliates. Upon achieving this status, the obligations, rights, and terms as outlined in this

Contract will continue to apply, and the Customer will transition to any additional terms and conditions specified for the Earnings SIM Account Trading or

(b) if the Customer does not successfully complete the Challenge, as per the rules outlined on the Website, and the Company determines that the Challenge has not been passed, this Contract will be terminated immediately, effective from the date of that determination. The Company will inform the Customer of both the failure to pass the Challenge and the consequent termination of the Contract.

#### **17.4 Consequences of Termination**

(a) On termination of this Contract, all rights and access granted to the Customer under this Contract, including but not limited to access to the SIM Trading Account and any other related services, will cease immediately. The Customer will have no further rights to use or access any of the Services provided under this Contract.

(b) Termination of the Contract will not affect the parties rights and remedies that have accrued as at termination.

(c) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

### **18. Miscellaneous**

#### **18.1 Force Majeure**

(a) The Company shall not bear responsibility for any claims, losses, damages, costs, or expenses, including legal fees, incurred by the Customer that arise directly or indirectly from events, actions, or omissions beyond the Company's control. This includes, but is not limited to, circumstances such as civil unrest, war, insurrection, international intervention, failure of suppliers or subcontractors, pandemics or epidemics, actions of government (such as exchange controls, forfeitures, nationalisations, or currency devaluations), natural disasters, acts of God, prevailing market conditions, or any inability to communicate with relevant parties.

(b) Furthermore, the Company is not liable for delays, disruptions, failures, or malfunctions in any transmission, communication systems, or computer facilities, regardless of whether these issues originate from the Company, the Customer, the Website, any brokers, the SIM Trading Platform, or any third-party service providers, in relation to the Services and the use of the SIM Account.

#### **18.2 Data Protection**

(a) For these Terms and Conditions, the Company will collect and process information relating to the Customer in accordance with all applicable data protection legislation all applicable data protection and privacy legislation in force from time to time in Mauritius including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2017; the and the Data Protection Regulations 2009.

(b) The Company will only use the Customers personal information as set out in the privacy policy on the Website.

### **18.3 Preservation of Legal Claims**

Nothing in these Terms and Conditions limits the legal claims as detailed elsewhere in this document or arising from applicable legal regulations. A failure by the Company or any authorised third party to enforce compliance with these Terms and Conditions does not constitute a waiver of any rights or claims.

### **18.4 Assignment and Transfer of Rights**

The Company may assign claims arising under these Terms and Conditions to a third party without the Customer's consent. The Company may also transfer its rights and obligations under these Terms and Conditions (or parts thereof) to a third party. Conversely, the Customer is not permitted to transfer, subcontract, or delegate their rights, obligations, or receivables under these Terms and Conditions (or parts thereof) to any third party, in whole or in part.

### **18.5 Entire Agreement**

These Terms and Conditions constitutes the entire understanding between the Company and the Customer, superseding all prior oral or written agreements regarding the subject matter herein.

### **18.6 Notice and Communication**

Notices or communications required under these Terms and Conditions must be in writing. Delivery may be by hand, certified or registered mail (return receipt requested), or email, to the addresses specified below or as otherwise updated in writing:

#### **(a) To the Company:**

Address: FXDD Mauritius Ltd The Axis, 26 Bank St, Cybercity, Ebene, 72201, Mauritius

Email: [challenge.support@fxdd.mu](mailto:challenge.support@fxdd.mu)

**(b) To the Customer:**

At the address details received by the Company during the registration process. The Customer agrees that the address given during the registration process shall be considered the valid and current address for any notice or communication unless the Company is notified in writing of a change of address.

**18.7 Binding Effect**

These Terms and Conditions is binding upon and benefits the Company and the Customer and their respective successors, legal representatives, and assigns.

**18.8 Governing Law**

These Terms and Conditions and any disputes or claims arising from it are governed by and interpreted according to the law of Mauritius.

**18.9 Arbitration**

Disputes arising under these Terms and Conditions will be resolved by arbitration per the Mauritius International Arbitration Centre (**MIAC**) Rules. The arbitration will have one arbitrator, be seated in Mauritius, and follow the International Arbitration Act 2008. The language of arbitration shall be English.

**18.10 Non-Prejudicial Construction**

These Terms and Conditions will not be construed against any party due to their role in drafting any part of it.

**18.11 Titles and Captions**

Titles or captions in these Terms and Conditions are for convenience only and do not influence interpretation.

**18.12 Pronouns**

Pronouns and variations thereof shall be interpreted as appropriate according to the entity's identity.

**18.13 Severability**

If any provision of this Contract is held invalid, the rest of the Contract remains effective, except for applications of the provision in question to persons.