



Terms & Conditions

Welcome to IC Funded

These Terms and Conditions (“Terms”) establish a legally binding agreement between you (“Trader” or “you”) and IC Funded, a service provided by Finocom services ltd (“we”, “us”, “our” or “IC Funded”), incorporated under the laws of Hong Kong, with its registered office at ROOM 10, 8/F, SUN HOUSE, 90 CONNAUGHT RD CENTRAL, SHEUNG WAN, Hong Kong, file number 3150268. By accessing or using the www.icfunded.com website (“Website”) and all related services, tools, and features (collectively, “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms.

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. Eligibility

- 1.1. Our Services are designed for individuals who are at least 18 years old and who reside in countries where our services are legally permitted. By registering for and using our services, you confirm that you meet the age requirement and that you are not accessing our services from any restricted jurisdictions. It is your responsibility to ensure that your use of our services complies with all local laws and regulations applicable to you. You undertake to access the Services solely from one of the countries for which the Services are available, and will not attempt to bypass the restrictions by using VPNs or other tools or by providing false information that may give you access where access should not be granted.
- 1.2. IC Funded reserves the right to refuse service to anyone for any reason at any time, including but not limited to individuals residing in restricted jurisdictions, those under international sanctions, or individuals with a criminal record related to financial crimes or terrorism.

IC Funded does not offer its services to individuals residing in the following jurisdictions:

Restricted Countries		
Iran	Canada	Iraq
Syria	Australia	Somalia
North Korea (Democratic People’s Republic of Korea)	Hong Kong	Congo (Democratic Republic of the Congo)
Cuba	Belgium	Mali
Russia	Spain	Libya

Restricted Countries		
Venezuela	Eritrea	Seychelles
Crimea (including Donetsk and Luhansk regions)	New Zealand	Saint Lucia
Belarus	Sudan	Antigua and Barbuda
Yemen	Afghanistan	Belize
Zimbabwe	Myanmar (Burma)	Burundi
USA	Lebanon	Cape Verde
Central African Republic	Chad	Comoros
Djibouti	Gambia	Guinea
Guinea-Bissau	Niger	Sierra Leone
Kosovo	Kiribati	Kyrgyzstan
Uzbekistan	Saint Vincent and the Grenadines	Equatorial Guinea

and to the individuals that are subject to the relevant international sanctions and/ or have criminal record related to financial crime or terrorism.

2. Nature of Services

- 2.1. IC Funded provides simulated trading services on various financial markets including but not limited to FOREX, commodities, and indices. All trading activities conducted under our services are simulated and use virtual funds.
- 2.2. Our services are designed for educational and skill evaluation purposes only and do not constitute investment advice or financial services under applicable laws. None of the employees, staff, or representatives of the Company have the authority to offer investment advice or recommendations. In the event that any information or statement made by an employee, staff member, or representative of the provider is perceived as investment advice or recommendations, the Company explicitly disclaims such interpretation and will not be held responsible for it.
- 2.3. You recognize that any trading conducted through the Services is simulated and not real. Furthermore, you acknowledge that the funds allocated for simulated trading are fictitious, and you have no ownership rights over these demo funds beyond their intended use within the Services. It's understood that these funds cannot be utilized for actual trading purposes, and you are not entitled to withdraw or claim payment for them. Unless explicitly stated otherwise, you will not receive any compensation or profits based on simulated trading outcomes, nor will you be held liable for any losses incurred.

3. Account Registration and Use

- 3.1. To access our services, you must register an account on our Website, providing accurate, complete, and updated information as requested. You are responsible for all the provided data being accurate and up to date;
- 3.2. You are responsible for maintaining the confidentiality of your account details and for all activities under your account. IC Funded is not liable for any loss or damage arising from the security of your account or device.

4. Fees and Payments

- 4.1. Specific services offered by IC Funded, including but not limited to the IC Funded Evaluation and subsequent verification phases, require payment of a fee. Details of these fees are available on our Website and we reserve the right to unilaterally amend the fees with or without any prior notice.
- 4.2. Fees are non-refundable except as expressly provided in these Terms.
- 4.3. You are responsible to fulfil all your tax obligations in connection to the use of our Services in accordance with applicable law, and in the event of an obligation, you are obliged to pay tax or other fees accordingly.
- 4.4. You are responsible to fulfil all your tax obligations in connection to the use of our Services in accordance with applicable law, and in the event of an obligation, you are obliged to pay tax or other fees accordingly.

5. Cancellation and Refunds.

- 5.1. You acknowledge and agree that by initiating the first trade in the virtual Evaluation, you are expressly requesting IC Funded to commence the provision of services immediately. This action signifies your use of the services and forfeits any right to withdraw from the contract based on non-use. Consequently, once the first trade has been placed, you are not entitled to a refund of any fees paid for the Evaluation or other services under this agreement.
- 5.2. Should you decide to terminate your participation and cancel your account with IC Funded, you may do so at any time by sending a request to support@icfunded.com. Upon receiving your cancellation request, IC Funded will process the termination of your account and confirm the action via email. This termination implies that you will no longer have access to the Services, including the Evaluation from the moment of account deactivation. In line with our policy outlined in clause 5.1, account cancellation following the placement of the first trade does not entitle you to a refund for any previously incurred fees or costs.
- 5.3. You are responsible for compensating IC Funded for any liabilities, losses, or costs we incur due to your failure to fulfill any obligations under this Agreement, provision of false information, or any action or omission that grants unauthorized access to your account. This includes, but is not limited to, legal and administrative costs associated with taking legal action against you or employing debt collection services to recover owed amounts. Your financial responsibility extends to covering these costs, except in cases where IC Funded has acted negligently or with intentional misconduct. It is your duty to ensure that all information provided is accurate and that you adhere to the terms of this Agreement to avoid such liabilities.

6. Intellectual Property

- 6.1. All content on our Website, including text, graphics, logos, and software, is the property of IC Funded or its content suppliers and protected by Hong Kong and international copyright laws. We may, in our sole discretion and at any time, without notice to you, add to, amend, remove, alter, suspend or terminate the Website or any Website Content, including any references to details of products or services, including pricing.
- 6.2. By accessing the Company website, you acknowledge and consent that all trademarks, trade names, design marks, or logos displayed on the site are either common law or registered trademarks owned by or licensed to the Company. You are explicitly prohibited from utilizing the Company's trademarks in a manner that could cause confusion, mislead consumers, or falsely attribute the origin or sponsorship of your goods or services. This prohibition extends to the use of the Company's trademarks in domain names, keyword advertisements, trigger keyword advertisements, or meta tags. Furthermore, you are prohibited from making copies or back-ups of our Website. All other trademarks, trade names, design marks, or logos belong to their respective owners.
- 6.3. To report any suspected misuse or infringement of trademarks or intellectual property rights, please contact marketing@icfunded.com

7. Evaluation

- 7.1. Upon completing your registration and settling the fee for your selected Evaluation, as outlined in Section 3, you will be granted access to participate. IC Funded will send you the necessary login credentials and detailed instructions via email to ensure secure and direct access to the Evaluation.
- 7.2. By purchasing access to the Evaluation, you acknowledge your acceptance of these rules and affirm your commitment to adhere to them, which are comprehensively detailed on our website.
- 7.3. You are required to execute a minimum of one trade within every consecutive 30- day period. A failure to meet this activity criterion will be regarded as “Inactivity,” breaching the terms of this Agreement. You may reset the 30-day inactivity timer and preserve your access by performing a trade within your Evaluation window. Inactivity extending beyond the 30-day limit without rectification will lead to forfeiture of access to the Evaluation. Participants encountering extenuating circumstances may contact support for potential accommodations.
- 7.4. While engaged in the Evaluation, you may undertake any simulated transactions that do not fall under the category of forbidden trading strategies or practices, as defined within the Terms. The Evaluations’s specific terms and trading conditions may impose additional restrictions, which are intended to preserve the integrity and educational value of the experience.
- 7.5. Your participation grants IC Funded the right to access information about your demo trades and related Evaluation activities. This data may be shared with affiliates and service providers connected to IC Funded to fulfill the Agreement or due to legitimate business interests. Such activities may be automated and conducted without further consent, though they will always align with our Privacy Policy and applicable data protection laws.
- 7.6. We endeavor to provide accurate and timely market information during the Evaluation; however, you acknowledge that some data may be subject to delays or inaccuracies. This acknowledgment does not diminish our commitment to data quality nor your educational experience.
- 7.7. Upon completing the Evaluation, you will receive a performance score indicating a “Pass” or “Fail” outcome based on preestablished criteria, available for your review prior to starting the Evaluation and accessible on our website.
- 7.8. If the User successfully passes the Evaluation, the User will receive a certificate confirming the completion of the Evaluation. This certificate will be available in the client area and can be downloaded in PDF format.

8. Evaluation Success

- 8.1. If the User successfully passes the Evaluation, the User will receive a certificate confirming the completion of the Evaluation. This certificate will be available in the client area and can be downloaded in PDF format.
- 8.2. Upon your successful completion of the Evaluation, IC Funded, with your consent and adherence to these Terms, may inform our affiliates and related entities within the IC Funded network about your achievement. This notification might potentially receive invitations to exclusive programs offered by these affiliates and entities. However, such invitations are at the sole discretion of the respective entity, and not all successful Evaluations completions guarantee the invitation.
- 8.3. Should you receive an invitation to participate in any such program, be aware that the program will be governed by its own set of terms and conditions, independent of those set forth by IC Funded. Any agreement or participation in these programs forms a separate contractual relationship directly between you and the inviting entity.

9. Forbidden Practices

- 9.1. Utilizing trading strategies, whether deliberately or inadvertently, to capitalize on discrepancies within the service, specifically targeting anomalies such as incorrect price displays or delays in price updates.
- 9.2. Engaging, either individually or collaboratively with others, through connected accounts or accounts across different entities, in executing trades or sequences of trades aimed at influencing trading outcomes, such as simultaneously taking opposite positions.

- 9.3. Utilizing any third-party strategy, off-the-shelf strategy or one marketed to pass assessment accounts.
- 9.4. Front-running of trades placed elsewhere.
- 9.5. Utilizing non-public and/or insider information.
- 9.6. Should a User execute an extraordinarily high volume of trades within a remarkably brief timeframe, IC Funded may alert the User as a cautionary measure to prevent any potentially detrimental activities. Should such excessive trading activities persist following this alert, IC Funded retains the authority to halt any subsequent trading requests by the User. Further, if this unusual trading pattern is found to align with Forbidden Trading Practices as outlined in these Terms, IC Funded may proceed with appropriate measures. At its sole discretion, IC Funded will assess the specifics of the behavior mentioned and establish what constitutes reasonable thresholds.
- 9.7. Facilitating trading within your Evaluation to any third party. Similarly, collaboration with third parties, regardless of their status as private individuals or professionals, to execute trades on your behalf is strictly forbidden.
- 9.8. Practices such as spoofing, layering, and wash trading.
- 9.9. Utilizing an Expert Advisor (EA) from a third party without owning the source code may risk disqualification from successfully completing the Evaluation:
- 9.10. Expert Advisors (EAs) utilized within IC Funded's platform must not engage in the following prohibited activities:
 - 9.1.1. Copying trades based on another person's signals.
 - 9.2.2. Engaging in tick scalping.
 - 9.3.3. Conducting latency arbitrage trading.
 - 9.4.4. Undertaking reverse arbitrage trading.
 - 9.5.5. Executing hedge arbitrage trading.
 - 9.6.6. Employing emulators in trading strategies.
- 9.11. Only one account is permitted per Trader, unless the Trader has obtained a direct written permission of such from IC Funded.
- 9.12. In case if IC Funded suspects the Trader to be using Forbidden Practices, ICFunded has the right to suspend any activity on the account of the Trader and suspend the provision of the Services for investigation purposes and until further notice.
- 9.13. In case if IC Funded has reasonable grounds to believe that the Trader was in breach of Section 9, IC Funded will have a right to terminate this Agreement immediately.

10. Disclaimer

- 10.1. IC Funded will not be held responsible for any losses or damages incurred by the User due to operational errors, disruptions, or delays in the service, including data transmission glitches or other technical issues that may arise while utilizing the Services. Specifically, Users agree not to hold IC Funded accountable for any inability to perform transactions, place orders, or access account, evaluation, and related information resulting from technical difficulties with the Services, IT infrastructure, or communication networks.
- 10.2. IC Funded is not liable for failures or delays in service delivery resulting from events beyond our reasonable control, including technical failures, natural disasters, pandemics, or legal restrictions.

10.3. ICFunded will not bear any liability for damages that Users may suffer due to halted transactions or any restrictions placed by regulatory or governmental authorities, especially when such measures are in accordance with the regulations or requirements imposed to ICFunded.

10.4. ICFunded is not responsible for any third-party products, services, applications or other content that Customer uses in connection with the Services. This includes, in particular, any third-party trading platforms, webinars or training courses that the Customer may book or use via the Platform.

10.5. ICFunded reserves the right to modify, change, replace, add or remove elements and functions of the Services at any time and without compensation. In particular, the Provider reserves the right to block third party providers or remove their offer from the platform if infringements of the law become known.

10.6. The Trader acknowledges that the services provided by ICFunded may not be accessible at all times, especially during periods of maintenance, upgrades, or other unforeseen circumstances. Specifically, ICFunded holds no liability, and the Trader is not eligible for any form of compensation, for any periods of unavailability of the Trader Section or Trading Platform, or for any loss or damage to data or content uploaded, transferred, or saved by the Trader through the Trader Section or Trading Platform.

11. Changes to the Terms

11.1. ICFunded may periodically update these Terms, applying these changes to the existing Agreement with the User. ICFunded will inform the User of any such updates at least seven (7) days before their enactment via email. Should the User disagree with the proposed changes, they have the right to opt-out by emailing their refusal to support@icfunded.com before the close of business on the day preceding the changes' effective date. Receipt of such refusal will result in termination of the Agreement. Failure to reject the changes will be interpreted as the User's acceptance of the revised Terms.

12. Communication

12.1. You agree that ICFunded or its affiliates will communicate with you regarding service provisions through the Customer Portal, the telephone number, or the email address you have provided upon registration. Communications sent via email or through the Customer Portal are recognized as official written communications.

For assistance, you can reach us at support@icfunded.com. Our physical mailing address is Room 10, 8/F, Sun House, 90 Connaught Rd Central, Sheung Wan, Hong Kong, with the file number 3150268.

13. Complaints

13.1. Our primary goal is to resolve any disputes amicably, prioritizing the satisfaction and well-being of our user.

If you encounter any issues or have suggestions for improvement, please do not hesitate to reach out to us via email at support@icfunded.com. Providing detailed information about your concern will enable us to understand and address it effectively.

For situations where you feel your concerns have not been adequately resolved, we offer a structured internal dispute resolution process. In such cases, you are invited to escalate your complaint to compliance@icfunded.com where it will receive further attention.

14. Class action waiver and Limitation of Liability

14.1. By using our services, you agree that any disputes or claims against us must be pursued on an individual basis and not as part of any class, collective, or representative action. You hereby waive your right to participate in or initiate any such actions against us.

YOU RELEASE US AND OUR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES FROM ALL LIABILITY IN RELATION TO THE FOLLOWING MATTERS:

- A. ANY WILFUL ACT, OMISSION OR NEGLIGENCE BY YOU, OR ANY OTHER PERSON;
- B. THE USE, NON-USE OR MISUSE OF OUR SERVICES BY YOU, OR ANY OTHER PERSON;
- C. OUR SERVICES FAILING, MALFUNCTIONING, OR NOT FUNCTIONING AS YOU EXPECT;
- D. YOUR RELIANCE, OR THE RELIANCE BY ANY OTHER PERSON, ON ANY CONTENT HOSTED OR MADE AVAILABLE THROUGH OUR SERVICES;
- E. ANY INFRINGEMENT OF ANY THIRD PARTY'S IP RIGHTS BY YOU, OR ANY OTHER PERSON; AND
- F. ANY BREACH OF THESE TERMS BY YOU, OR ANY OTHER PERSON.
- G. Your reliance on or inability to utilize the information provided on the Website; or Any failure or malfunction, error, omission, interruption, defect, delay in operation or transmission, computer virus, worm, Trojan Horse, or system failure, unavailability, or suspension of this website, including, but not limited to, loss of profits, income, anticipated savings, revenues, data, goodwill, or contracts or business (whether direct or indirect), nor for any indirect, economic, consequential, or special loss resulting from any cause.
- H. To the extent allowed by applicable law, IC Funded explicitly disclaims all liability arising in any way, whether in contract, tort (or deceit), or otherwise (including, but not limited to, liability for any negligent acts or omissions) to any individual regarding any claims or losses of any nature, directly or indirectly stemming from: (i) actions taken or the consequences of actions taken or omitted to be taken wholly or partly in reliance upon any part of the information on this website; and (ii) the utilization of any data or materials on this website or unauthorized access to this website or otherwise. I.
- I. To the extent permitted by applicable law, IC Funded will not be held accountable for any breach of this Agreement and Privacy Policy resulting from circumstances beyond its reasonable control.

15. Survivability

- 15.1. The representations, warranties, duties, and covenants undertaken by you pursuant to this Agreement shall persist beyond the termination of this Agreement or the cessation of Services. This enduring obligation includes but is not limited to, your duty to indemnify and defend the Company against any claims or liabilities arising from your actions or obligations under this Agreement.

16. Severability

- 16.1. Should any part of this Agreement be deemed invalid or unenforceable by a court with proper authority, such determination will not affect the validity and enforceability of the remaining provisions, which will continue to be in full effect.
- 16.2. The legal relationships created by these Terms, shall be governed by and construed in accordance with the laws of Hong Kong

17. Governing Law

- 17.1. The legal relationships created by these Terms, shall be governed by and construed in accordance with the laws of Hong Kong.
- 17.2. All disputes, controversies, differences, or claims arising from or related to these Terms of Use, including matters concerning their existence, validity, interpretation, performance, breach, or termination, as well as disputes regarding noncontractual obligations arising from or related to them, will be submitted to and conclusively resolved by arbitration under the administration of the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Administered

Arbitration Rules in effect at the time the Notice of Arbitration is submitted. The arbitration shall take place in Hong Kong, with one arbitrator appointed. All arbitration proceedings will be conducted in English.

18. Final Provisions.

- 18.1. ICFunded and you acknowledge that these Terms set forth the complete understanding of both parties, overriding any prior or contemporaneous agreements, communications, or understandings, both verbal and written, concerning the Terms' subject matter.
- 18.2. It is understood that the stipulations detailed in these Terms do not serve to restrict any legal rights or claims that may be outlined elsewhere within these Terms or that arise from prevailing laws. A lack of enforcement of these Terms by ICFunded or its duly authorized representatives at any point is not to be interpreted as a relinquishment of any such rights or claims.
- 18.3. Without necessitating your approval, ICFunded holds the prerogative to delegate any rights or duties it bears under these Terms to a third entity. This entails the possibility of ICFunded allocating its obligations or rights, in whole or in segments, under these Terms to a third party. In contrast, the User is not authorized to reassign or transfer their rights and responsibilities under these Terms, in entirety or partially, including any resultant claims, to a third entity without obtaining a formal endorsement from ICFunded.
- 18.4. In the event that any clause within these Terms is judged to be non-viable or unenforceable, a suitable replacement, reflecting as closely as possible the original clause's intent, shall be instituted. The ineffectiveness of an individual clause will not impinge upon the effectiveness of the remaining clauses.
- 18.5. Prior to their mutual concurrence on these Terms, both parties have meticulously considered and consented to bear any associated risks.