

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 IC Funded Evaluations LTD (“we”, “us”, “our” or “IC Funded”), incorporated under the laws of Saint Lucia with its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bar, Gros-Islet, Saint Lucia, with file number 2024-00388. By accessing or using the www.icfunded.com website (“Website”) and any related services, tools, and features (collectively, “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms.

These Terms form an integral part of the agreement between You and IC Funded.

THE SERVICES PROVIDED BY IC FUNDED TO THE TRADER, DO NOT CONSTITUTE INVESTMENT SERVICES AS THESE ARE DEFINED WITHIN APPLICABLE LAWS.

IC FUNDED DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS OR UTILISE INVESTMENT TOOLS WHILE USING ITS SERVICES NOR DOES IC FUNDED ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU.

THE SERVICES PROVIDED BY IC FUNDED DO NOT CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS.

ANY MARKET INFORMATION PROVIDED TO YOU BY IC FUNDED IS PROVIDED AS GENERAL INFORMATION FOR EDUCATIONAL AND ILLUSTRATIVE PURPOSES ONLY AND DOES NOT CONSTITUTE AND CANNOT BE RELIED UPON AS A RECOMMENDATION TO TRADE.

THE EMPLOYEES, STAFF, OR REPRESENTATIVES OF IC FUNDED ARE NOT AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, IC FUNDED EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE LIABLE 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.

1.2 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, VPS or other tools or by providing false information that may give you access where access should not be granted.

1.3 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

Restricted Countries	Restricted Countries	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
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

1.4 IC Funded does not provide Services to individuals that are subject to 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 and CFD 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 IC Funded 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.

2.4 Furthermore, you acknowledge that the virtual funds allocated to You for simulated trading are fictitious and you have no ownership rights over these funds beyond the scope of their intended use within the Services. It is understood that these virtual funds may not be used for actual trading purposes, and You acknowledge that you have no right to withdraw or receive any payout of such funds.

2.5 Unless expressly agreed by IC Funded, you will not receive any compensation or profits based on the results of your simulated trading, nor will you incur any losses.

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 ensuring that all provided data is accurate and kept up to date. You must notify us immediately of any changes to your data by email to support@icfunded.com.

3.2 Upon registering for an account, you will be asked to provide a government issued identification document and proof of residence document respectively. You acknowledge that IC Funds will undergo verification of your account, and that any inconsistencies between the account information and the verification documents provided may lead to closure of your account and forfeiture of any respective remuneration.

3.4 Third Party payments are not allowed. The name on the user account registered with IC Funded, the name on the transactions within the user account and the name of the person receiving remuneration for the respective user account, must all be the same. Any third-party payments identified by the Company will be refunded and may lead to the closure of your account and forfeiture of any respective remuneration.

3.5 You are prohibited from opening multiple accounts/profiles by registering with different email addresses. If IC Funded identifies such practices, it may lead to the closure of your account and forfeiture of any respective remuneration.

3.6 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. You are not entitled to a refund of fees if you cancel or terminate the use of the Services prematurely.

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 If you instigate any unjustified objections in relation to the fees or attempt to reclaim any fees paid through your bank or payment service provider i.e. through chargeback or similar services), ICFunded shall be entitled, at its sole discretion, to cease the provision of any Services and refuse to provide any Services in the future.

5. Cancellation and Refunds.

5.1 You acknowledge and agree that by initiating the first trade in the virtual Evaluation, you are expressly requesting ICFunded 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 ICFunded, you may do so at any time by sending a request to support@icfunded.com. Upon receiving your cancellation request, ICFunded 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 ICFunded 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 ICFunded 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 ICFunded or its content suppliers and protected by St Lucia 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 these Terms. The Evaluation'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 endeavour 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.

8. Evaluation Success

8.1 If you successfully pass the Evaluation, you 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 lead to 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 in this Agreement. Any agreement or participation in these programs forms a separate contractual relationship directly between you and the inviting entity.

9. Forbidden Practices

9.1 Executing trades in contradiction with the Terms of this Agreement and the trading platform.

9.2 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. This includes exploiting price discrepancies between IC Funded's platform feed and other feed providers. It is prohibited to perform any trading method which uses exploitation of price discrepancies or glitches within different markets of similar or identical assets, also known as Arbitrage trading.

9.3 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.

9.4 Using software, AI, ultra-high speed or bulk data entry that could manipulate, abuse or give you an unfair advantage of IC Funded's systems or services.

9.5 Utilizing any third-party strategy, off-the-shelf strategy or one marketed to pass assessment accounts.

9.6 Front-running of trades placed elsewhere i.e. executing orders based on advanced knowledge of pending transactions.

9.7 Utilizing non-public and/or insider information.

9.8 Should a Trader execute an extraordinarily high volume of trades within a remarkably brief timeframe, IC Funded may alert the Trader 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 you. 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 behaviour mentioned and establish what constitutes reasonable thresholds.

9.9 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.

9.10 Practices such as spoofing, layering and wash trading.

9.11 Utilizing an Expert Advisor (EA) from a third party without owning the source code may risk disqualification from successfully completing the Evaluation.

9.12 Expert Advisors (EAs) utilized within IC Funded's platform must not engage in the following prohibited activities:

- Copying trades based on another person's signals.
- Engaging in tick scalping.
- Conducting latency arbitrage trading.
- Undertaking reverse arbitrage trading.
- Executing hedge arbitrage trading.
- Employing emulators in trading strategies.

9.13 Only one account is permitted per Trader, unless the Trader has obtained a direct written permission of such from IC Funded. Trade coordination or copy trading with other traders or accounts is prohibited.

9.14 In case if IC Funded suspects the Trader to be using Forbidden Practices, IC Funded 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.

9.15 In case IC Funded has reasonable grounds to believe that the Trader was in breach of Section 9 of these Terms, 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 Trader 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, Traders 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 IC Funded will not bear any liability for damages that Traders 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 IC Funded.

10.4 To the extent permitted by mandatory provisions of the applicable laws, IC Funded shall not be liable for any damages, including indirect, incidental, special, punitive or consequential damages, including lost profits, lost data, personal or other non-monetary damages or property damage caused by the use of the Services or reliance on any tool, functionality, information or other content available in connection with the use of the Services or elsewhere on the Website.

10.5 IC Funded is not responsible for any third-party products, services, applications or other content that Traders use in connection with the Services. This includes, in particular, any third-party trading platforms, webinars or training courses that the Trader may book or use via the Platform.

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

10.7 The Trader acknowledges that the Services provided by IC Funded may not be accessible at all times, especially during periods of maintenance, upgrades, or other unforeseen circumstances. Specifically, IC Funded 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.

10.8 Claims based on liability for material defects shall remain unaffected. The provisions in Clause 10 of the Terms are not intended to deprive the Trader of their consumer or other rights that cannot be excluded from the law.

11. Changes to the Terms

11.1 IC Funded may periodically update these Terms, applying these changes to the existing Agreement with the Trader. IC Funded will inform you of any such updates at least seven (7) days before their enactment via email. Should you disagree with the proposed changes, you have the right to opt-out by emailing your 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 Trader's acceptance of the revised Terms.

12. Communication

12.1 You agree that IC Funded 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.

12.2 For assistance, you can reach us at support@icfunded.com. Our physical mailing address is Ground Floor, The Sotheby Building, Rodney Village, Rodney Bar, Gros-Islet, Saint Lucia.

13. Complaints

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

13.2 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. 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 IC Funded 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 St Lucia.

17. Governing Law

17.1 The legal relationships established by these Terms will be governed by and interpreted according to the laws of Saint Lucia. Any disputes, controversies, differences, or claims arising from or related to these Terms, including questions regarding their existence, validity, interpretation, performance, breach, or termination, as well as disputes about non-contractual obligations stemming from or related to them, will be submitted to and conclusively settled by arbitration under the administration of the Saint Lucia International Arbitration Centre in accordance with its administered rules.

18. Final Provisions.

18.1 IC Funded 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 IC Funded 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, IC Funded holds the prerogative to delegate any rights or duties it bears under these Terms to a third entity. This entails the possibility of IC Funded allocating its obligations or rights, in whole or in segments, under these Terms to a third party. In contrast, the Trader 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 IC Funded.

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.