



Terms of Use

Last Updated- June 2025

PLEASE READ THIS AGREEMENT WITH CARE. YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS BY ACCESSING OR USING THIS SITE OR OUR SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT.

We are pleased to welcome you to <https://www.kudofunded.com> (hereinafter, the "**Company**"). The "Site" is a collection of web pages that are operated by Kudo Funded Ltd (Saint Lucia) and Kudo Tech Ltd (Cyprus) (hereinafter, the "**Company**" or "**Kudo Funded**") and includes the <https://www.kudofunded.com> website, as well as all services and interactions with the Company. The Site is provided to you on the condition that you accept the terms, conditions, and notices outlined herein (collectively, the "**Terms**" or "**Agreement**") without modification. Your use of the Site indicates your approval of and consent to all of the aforementioned Terms. Kindly review these Terms thoroughly and retain a copy for future reference. These Terms are applicable to all services offered by the Company and this "Site." This document incorporates all Site documents by reference. This document incorporates by reference all supplementary documents that must be executed by you in order to access and maintain services on the Site.

Your Representations

- a) By using the Services, you represent that you are at least eighteen (18) years old and are of sound mind and that you have the capacity to agree to and uphold the terms and conditions contained within this Agreement.
- b) If you use the Services on behalf of a business entity or other third-party, then you represent that you have actual authority to act as an agent of that business entity or third-party, and that you have the right and ability to agree to and bind that third-party or business entity to the terms of this Agreement on its behalf.
- c) You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live.
- d) You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

Other Policies

The terms and conditions of any other agreement you may have with us for products, services, programs, or otherwise are not affected by these Terms. The use of specific portions of a Site and the purchase of certain services may be subject to additional policies and terms, which are incorporated into these Terms regardless of whether they are referenced. Additional agreements and policies that may apply to you include, but are not restricted to;



- i. The Privacy Policy
- ii. The Refund Policy (if applicable)

For additional details, please visit <https://help.kudofunded.com/en/>.

Electronic Communications

Electronic communications are defined as the act of visiting this Site, communicating with the Company through social media and live chat support, or sending emails to the Company. You consent to the receipt of electronic communications and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, live chat support, social media, and this Site, satisfy any legal requirement that such communications be in writing.

Your Account

It is your responsibility to ensure the confidentiality of your account and password, as well as to restrict access to your computer, if you utilize this Site. Additionally, you acknowledge and assume responsibility for all activities that occur under your account or password. You are prohibited from assigning or otherwise transferring your account to any other individual or entity. You acknowledge that the Company is not liable for any third-party access to your account that is the result of theft or misappropriation or your voluntary transfer of your account. The Company and its associates retain the right to refuse or cancel service, terminate accounts, or remove or modify content at their sole discretion.

Minors

The company does not intentionally collect personal information from individuals under the age of thirteen, whether online or offline. The use of services and interactions with the Company is prohibited for individuals under the age of eighteen. The minor is exclusively responsible for any actions or consequences that result from a minor circumventing the controls that the Company has implemented to restrict use of our services. By utilizing our services, you consent to indemnify us for any actions or repercussions that may arise from your failure to adhere to our age restrictions.

Links to Third Party Sites or Services

Links to other websites ("**Linked Sites**") may be present on our website, www.kudofunded.com. Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site, as the Linked Sites are not under its control. The inclusion of any link does not imply endorsement by the Company of any site or any association with its administrators. The Company is merely providing these links to you as a convenience. Third-party organizations and websites provide specific services that are accessible through www.kudofunded.com. You acknowledge, agree, and consent that the Company may share the information and data you provide with any third party with whom the Company has a contractual or an affiliate relationship in order to provide the requested product,



service, or functionality on behalf of www.kudofunded.com users and customers by using any product, service, or functionality originating from the www.kudofunded.com domain.

No unlawful or prohibited use of intellectual property

You are granted a revocable, non-exclusive, and non-transferable license to access and use www.kudofunded.com in strict compliance with these Terms. You warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law, regulation, or requirement to which Company or you is or may be subject as a condition of your use of the Site. The Site may not be used in any way that could damage, impede, overburden, or impair the Site, or interfere with the use and enjoyment of the Site by any other party. You are prohibited from obtaining or attempting to obtain any materials or information through any method that is not intentionally made available or provided for on the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, including copyrights and trademarks, in whole or in part, found on the Site. Company materials and Site content are not for resale, and by accessing the Site you acknowledge and agree that you will not resell, redistribute or otherwise use or attempt to use the Site or its contents in any manner or for any purpose except as permitted or authorized by Company. Your use of the Site does not entitle you to make any unauthorized use of any content, and without limiting the foregoing, in particular you will not delete, alter or otherwise modify or attempt to modify any proprietary rights or attribution notices in any content. You will use protected content solely for your personal non-commercial use and will make no other use of the content without the express written permission of Company and the copyright owner. You agree that you do not acquire any ownership rights in or claims to any Site content. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors except as expressly authorized by these Terms.

You are expressly prohibited from scraping, crawling, framing, posting unauthorized links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services or the Company website. You are also prohibited from using the Services or the Company website to transmit unsolicited commercial emails to third parties or Traders of the Company. While the Company is not responsible for any such content posted by its Traders and does not have the obligations to monitor such content, it does reserve the right to remove them. You are expressly prohibited from using any trading strategy that is expressly prohibited by the Company or the Brokers it uses. Such prohibited trading (“**Prohibited Trading**”) shall include, but not be limited to:

- i. Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker;
- ii. Utilizing non-public and/or insider information;
- iii. Front-running of trades placed elsewhere;
- iv. Trading in any way that jeopardizes the relationship that the Company has with a broker or may result in the canceling of trades;
- v. Trading in any way that creates regulatory issues for the Broker;
- vi. Utilizing any third-party strategy, off-the-shelf strategy or one marketed to pass challenge accounts;
- vii. Utilizing one strategy to pass an assessment and then utilizing a different strategy in a funded account, as determined by the Company in cooperation with Kudo Funded at their discretion;
- viii. Entering into an Equity CFD at or near the end of the trading day with intent of profiting from the marketing gap between when the market closes and reopens on the subsequent trading day, as determined by the Company in its sole and absolute discretion;
- ix. Attempting to arbitrage an challenge account with another account with the Company or any third-party Company, as determined by the Company in its sole and absolute discretion.
- x. For more information please visit the Site.

If the Company detects that your trading constitutes Prohibited Trading, your participation in the program will be terminated and may include forfeiture of any fees paid to the Company. Additionally, and before any Trader shall receive a funded account, the trading activity of the Trader under these Terms and Conditions shall be reviewed by both the Company and the Broker to determine whether such trading activity constitutes Prohibited Trading. In the case of Prohibited Trading, the Trader shall not receive a funded account. Traders are prohibited from being a principal, owner or otherwise directly associated with a competing proprietary trading firm, while at the same time trading on the Company's platform. If a Trader is found to be a principal, owner or otherwise directly associated with a competing proprietary trading firm their trading account with the Company will be immediately terminated, and the Trader will be suspended from all further use of the platform.

Trading Styles; Risk Management

Kudo Funded may perform a risk review on accounts at any stage of the process. Kudo Funded reserves the right to terminate an account or agreement or deny a withdrawal request if it is deemed a customer has abused margin availability on an account or not applied an appropriate risk management strategy. Such strategies include, but are not limited to those described below.

Prohibited Strategies:

Displaying insufficient risk management in a way that would not be an applicable strategy in the real market where the following hallmarks are most prevalent:

- i. Excessive risk taking in terms of the percentage of an account risked in a single simulated-trade;
- ii. Excessive cumulative risk taking in terms of the percentage of an account risked in a series of overlapping simulated-trades;
- iii. Excessive risk taking exacerbated by news events. This relates to a “Boom or Bust” approach where the success or failure of the account relies upon one simulated-trade, or a series of simulated-trades connected to a major news event;
- iv. Simulated-trading in such a manner that if conducted in a real trading environment it would raise substantial concerns that the relevant broker or institution may suffer real financial harm resulting from the customer’s risk-taking behavior; and
- v. Simulated-trading which either knowingly, or unknowingly, exploits errors or delays in pricing feeds including, but not limited to Arbitrage. For more information please visit kudofunded.com.

Indemnification

You agree to indemnify, defend, and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of these Terms or your violation of any rights of a third party or any applicable laws, regulations or requirements. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Company in asserting any available defenses.

Education

The Company does not provide any trader education. The intent of the Company is to identify individuals with a talent for trading. No live trading is provided directly by the Company. Such Traders who pass an assessment offered by the Company shall be allocated capital to trade in a demo capital account under the terms of a customer agreement with the Company. Although The Company may provide data, information, and content relating to investment approaches and opportunities to make trades, such data, information and content is provided solely for general informational and educational purposes. The Company does not invite the Trader to take any action based upon any of the information and materials provided on by the Company; you should not construe any such data, information, or content as investment, financial, tax, legal, or other kind of advice. The Company further does not make any representations that any data, information, and content on the Company website is accurate or complete. You alone will bear the sole responsibility of evaluating the merits and risks associated with using any such data, information, and content. As such, you agree not to hold the Company liable for any possible claims of damages that may arise from any decision that you make based upon the use of data, information, and content on the Company website. While the Company does not provide you with the opportunity to invest actual currency, the Company wants to make sure



you understand the risks involved with traditional investing. You should be aware that the risk of trading and investing is high and substantial. It can work for you as well as against you. It may or may not lead to substantial losses. Additionally, past performance is not indicative of future results. As such, you should carefully consider whether trading and investing is right for you depending on your investment objectives, level of experience, and risk appetite. If you are unsure, you should consult with a financial advisor and/or tax advisor.

Account Creation

In order to register as a Trader, you may be asked to provide personal information, including, but not limited to your name, email address, mailing address, phone number, date of birth and a username and password for an account that is unique to you. The information provided is subject to the Company's privacy policy on the Company Website. The account will be personal to You, and You cannot share it with anybody else. You may not purchase an account on behalf of a third party or have an account purchased for you by a third party. You will be responsible for maintaining the confidentiality of your username and password. If you suspect that your account has been breached, you must immediately notify the Company. Traders are limited to one active account per challenge level, absent prior written approval by the Company.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE MAY INCLUDE INACCURACIES OR ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME WITHOUT PRIOR NOTICE. COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF



OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

Termination/Access Restriction

Company reserves the right, in its sole discretion, to terminate your access to this Site and the related services or any portion thereof at any time, without notice. These Terms are governed by the laws of Saint Lucia, and you agree that any dispute, disagreement, arbitration, or mediation with Company or arising out of or in connection with these Terms, as provided herein shall be resolved by the courts located in Saint Lucia.

You consent to such exclusive jurisdiction and venue of such courts for such purpose. Use of the Site is not permitted in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms or your use of the Site. Company's performance of these Terms is subject to applicable laws, regulations and requirements, and nothing contained in these Terms is in derogation of Company's right to comply with governmental, judicial and law enforcement requests or requirements relating to you or your use of the Site or information provided to or gathered by Company with respect to you or such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision or statement that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Company with respect to the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Force Majeure



The Company shall not be liable to trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, pandemic, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Trader, or third-party service provider.

Survivability

The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement or the Services, including, but not limited to your duty to indemnify and defend the Company.

Severability

In the event that any term or condition of this Agreement is deemed invalid or unenforceable by the court of competent jurisdiction, the remaining terms and conditions of this Agreement will remain in full force and effect.

Interpretation

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

Assignment

You are expressly prohibited from assigning your rights and duties under this Agreement. The Company reserves the right to assign its rights and duties under this Agreement, including in a sale of the Company or its Services.

Waiver

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to, unless said waiver is in writing and signed by the party to be charged.

Entire Agreement

This Agreement contains the entire agreement between the Company and the trader regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and Trader, whether written or oral.

Changes to Terms

Company reserves the right, in its sole discretion, to change the Terms under which this Site is offered. The most current version of the Terms supersedes all previous versions. Company



encourages you to periodically review the Terms to keep informed regarding any updates. Your continued use of our website and/or Services available after any such modifications will constitute your: (a) acknowledgment of the revised Terms of Service; and (b) agreement to abide and be bound by such Terms of Service as revised.

Contact Us

If you have any questions, concerns or feedback in connection with these Terms please send us an email at contact@kudofunded.com.