

TERMS OF USE

Last Updated: June 2026

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. IF THE USER DOES NOT AGREE WITH THESE TERMS AND/OR THE APPLICABLE POLICIES, THEY MUST IMMEDIATELY CEASE USING THE WEBSITE AND MUST NOT USE THE SERVICES, CREATE AN ACCOUNT OR PURCHASE ANY PRODUCTS.

We are pleased to welcome you to <https://www.kudofunded.com>. The "**Site**" is a collection of web pages that are operated by Kudo Funded Ltd (Saint Lucia) (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.

Kudo Tech Ltd, a company registered in Cyprus (EU) (hereinafter, the "Payment Facilitator"), acts as the payment facilitator in connection with the Services. The Payment Facilitator is responsible for facilitating payment processing, transaction management, payment collections, disbursements and related financial operations on behalf of the Company. The Payment Facilitator is not a party to the agreement between you and the Company and does not provide the Services. All payment-related queries should be directed to the Company at contact@kudofunded.com.

By using the Services, you acknowledge and agree that payment processing may be carried out by the Payment Facilitator, and that you may receive payment-related communications from Kudo Tech Ltd in connection with transactions made through the Services. The Company and the Payment Facilitator may share information necessary to facilitate payments, process refunds, manage chargebacks, conduct fraud prevention checks and comply with applicable legal and regulatory obligations.

1. Your Representations

- 1.1. 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. 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.

- 1.2. 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.
- 1.3. 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.
- 1.4. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

2. Other Policies

- 2.1. 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;
 - a. The Privacy Notice
 - b. The Refund Policy
 - c. Challenge Rules mentioned in our website.
 - d. For additional details, please visit <https://support.kudofunded.com>
- 2.2. In the event of any conflict, discrepancy or inconsistency between (i) these Terms (main text) and (ii) any Policies, Rules, Annexes, FAQs, informational materials, Website content or support communications, the main text of these Terms shall prevail, unless a specific document expressly states that it prevails over a specific provision of these Terms and such precedence is permitted by mandatory applicable law.

3. IDENTIFICATION OF THE COMPANY AND INVOLVED ENTITIES

- 3.1. The Company may, at any time and without requiring the User's consent, modify its corporate structure, reorganize group entities, replace the Payment Processor or change Third Party providers, provided that such modification does not prejudice the User's essential rights under these Terms.

3.2. The User expressly acknowledges and agrees that:

- a. the Company does not execute real market orders on behalf of the User, does not transmit orders to third parties, does not receive or manage User funds for investment purposes and does not act as agent or representative of the User;
- b. any and all activities performed by the User within the scope of the Services take place exclusively in a simulated environment, for evaluation and training purposes;
- c. the amounts paid by the User constitute fees for the acquisition of an evaluation service and shall not, under any circumstances, be deemed margin deposits, capital contributions, investments, custodial arrangements, real trading accounts or any form of financial application.

3.3. Nothing on the Website, the Platform, in informational materials or in the Services shall be construed as: an offer, recommendation or solicitation to buy, sell or trade securities, derivatives, financial contracts, crypto-assets or any regulated products; provision of financial advice, investment recommendations, asset management, personalised advisory or professional guidance; promise, guarantee or expectation of profitability, financial return, profit, remuneration or income generation; guarantee of approval in evaluation programmes, phase migration, access to specific Accounts, or continued participation in any programme.

4. ACCOUNT

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. Traders are limited to one active account per challenge level, absent prior written approval by the Company.

4.1. Account Security

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.

4.2. Purchase of Products, Fees and Payments

- a. To purchase Services, the User must pay the applicable Fees, which will be displayed prior to purchase confirmation. Each Order is binding upon submission and successful payment authorisation, after which access credentials will be made available within a reasonable timeframe. Payments may be made via available methods on the Platform, and the User warrants they are the lawful holder of the payment method used. Fees are solely consideration for access to Services and do not constitute deposits, client money, or investment capital. The User bears all applicable taxes, conversion fees, and bank charges.
- b. The Company reserves the right to suspend, restrict, or terminate access in cases of failed payments, chargebacks, fraud, or suspected abuse. Users must first attempt to resolve any billing concern through official support channels before initiating a chargeback or dispute; The Company may offer discounts and promotions subject to specific eligibility conditions, which are non-transferable and non-cumulative unless stated otherwise. To protect the integrity of its Services, the Company may also impose limits on the number of accounts or orders per User and may aggregate linked accounts for enforcement purposes.

4.3. Funded Stage and Funded Account Status

- a. The User acknowledges and agrees that the Funded Stage and the Funded Account do not constitute the opening, maintenance or provision of a real trading account; do not involve custody, margin deposit, capital contribution, investment, financial intermediation, brokerage or management of the User's funds; and are entirely structured as access to a Simulated Trading environment and a conditional contractual benefit, in accordance with these Terms, the Challenge Rules and the applicable Policies.
- b. The provision of the Funded Stage may occur when, cumulatively, the User fulfils the requirements of the applicable Challenge (including targets, limits and rules); there are no indications of abuse, fraud, manipulation, exploitation of failures, material breach or technical inconsistencies; the User has completed, where required, the KYC/AML procedures and other verifications; and the Company, following compliance review, approves the transition. The Company may require additional information as a condition for the transition.
- c. Access to the Funded Stage and the Funded Account constitutes a revocable contractual benefit, granted at the Company's discretion, subject to continuous compliance with these Terms, the Challenge Rules and the applicable Policies. Approval in the Challenge, or prior provision of a Funded Account, does not, by itself, create any vested right, legitimate expectation of continuation, obligation of continuity, or guarantee of future payments.
- d. The Funded Stage shall be governed by these Terms; the Challenge Rules specific to the relevant product/stage (including risk limits, strategy restrictions, trading hours, instruments, news and other parameters); and the applicable Policies (including KYC/AML, antifraud, geolocation and sanctions). In the event of conflict, the order of precedence set out in these Terms shall prevail.

- e. The User acknowledges and agrees that the Company may, at any time, monitor, audit and review the User's activity, performance and compliance in the Funded Stage, including through logs, metrics, pattern detection, IP/device verification, account correlation and other controls intended to preserve the integrity of the Services. The Company may request clarifications and additional documentation and require the User's cooperation.
- f. Without prejudice to other provisions of these Terms, the Company may, at its sole discretion and to the fullest extent permitted by applicable law, suspend, terminate, downgrade or restrict the User's access to the Funded Stage, including cancellation of results and benefits, if it identifies, among other things, breach of Challenge Rules, Terms or Policies; indications of fraud, abuse, manipulation, exploitation of failures or conduct inconsistent with good faith; irregularities in KYC/AML, sanctions or geolocation; chargeback/refund/payment dispute as set out in Section 4.2; material technical inconsistencies; or operational, regulatory or reputational risk.

5. COMPLIANCE CONTROLS

- 5.1. The User acknowledges and agrees that the Company adopts Customer Due Diligence (CDD), Enhanced Due Diligence (EDD) and Know Your User (KYC) procedures, as well as controls for the prevention of money laundering, terrorist financing and fraud. For the purposes of access, Account maintenance, resets, phase migration, the Company may, at any time, require the submission of supporting information and documents.
- 5.2. The User undertakes to provide, when requested, valid, authentic and up-to-date documentation, including, without limitation:
 - (a) official photographic identification document issued by a competent authority (e.g., passport, or national identity card);
 - (b) recent proof of residence;
 - (c) source of funds declarations, where applicable;
 - (d) corporate documents and powers of representation, in the case of a legal entity; and
 - (e) any other documents or information reasonably required for compliance with legal and compliance obligations.
- 5.3. Expired, illegible, incomplete, inconsistent, altered or non-compliant documents may be rejected, and the User shall be responsible for resubmitting appropriate documentation within the indicated timeframe.
- 5.4. The User acknowledges that KYC/AML verifications may occur not only at the time of registration, but also periodically or at any time during the contractual relationship, relevant registration changes, behavioural changes or risk identification.
- 5.5. The User undertakes to cooperate in good faith with all verification procedures, promptly

responding to requests, clarifications and additional documentation requirements. Failure to cooperate may be treated as a breach of these Terms.

5.6. Failure by the User to satisfactorily complete KYC/AML procedures, submission of false or inconsistent information, or unjustified refusal to provide requested documentation may result, at the Company's discretion, in:

- (a) suspension or blocking of the Account;
- (b) invalidation, disqualification or suspension of evaluations or phases;
- (d) withholding of funds while verification is ongoing; and/or
- (e) termination of the contractual relationship.

The Company may refuse or discontinue its relationship with the User, without any liability, if it identifies:

- (a) material risk of money laundering, terrorist financing or fraud;
- (b) material inconsistencies in the information provided;
- (c) inclusion of the User on sanctions or restriction lists;
- (d) legal or regulatory impediment; or
- (e) any circumstance that renders continuation of the Services inappropriate from a compliance perspective.

5.7. While any KYC/AML verification or investigation related to suspected irregularity is ongoing, the Company may suspend access to the Services and withhold payments and benefits associated with the User.

5.8. The User authorises the Company to share information and documents with Third Parties strictly necessary for the execution of verification procedures, fraud prevention and compliance with legal obligations, subject to the provisions of the Privacy Policy.

5.9. The User expressly consents to the Company, its affiliates and duly appointed service providers carrying out compliance screening and background checks at onboarding and, where reasonably required, at any time during the contractual relationship for the purposes of regulatory compliance, fraud prevention, risk management and the protection of the Company and its partners. Such checks may include identity verification, screening against sanctions and watchlists (including PEP screening), adverse media searches, verification of regulatory history, assessment of payment integrity and chargeback risk and, where lawful and appropriate, criminal background checks.

5.10. To the extent permitted by applicable law, the Company shall not be obliged to disclose specific data sources, screening methodologies, internal risk criteria or underlying findings where such disclosure could compromise security measures, fraud prevention processes, compliance obligations or legitimate interests.

5.11. Any personal data processed in connection with such screening shall be handled in accordance with the Privacy Policy and applicable data protection laws.

5.12. Prior to any approval of Funded Stage progression, or related benefits, the Company may conduct a comprehensive programme verification process. Such verification may include, without limitation:

- (a) detailed review of trading activity and patterns;
- (b) behavioural and strategy assessment;
- (c) device, IP and account linkage analysis;
- (d) identification of similarities across accounts or users;
- (e) assessment of risk exposure consistency;
- (f) fraud detection and anti-abuse checks; and
- (g) any additional verification deemed necessary.

5.13. The Company may request additional information, or require further verification steps as part of this process.

5.14. Failure to pass programme verification may result in account restriction, suspension or termination.

6. PROHIBITED USE & TRADING CONDUCT

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 that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law or regulation. The Site may not be used in any way that could damage, impede, overburden, or impair it, or interfere with its use and enjoyment by any other party. You are prohibited from obtaining or attempting to obtain any materials or information through any method not intentionally made available on the Site.

6.1. You are 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 content posted by its Traders and has no obligation to monitor such content, it reserves the right to remove it.

6.2. You are expressly prohibited from using any trading strategy prohibited by the Company or its Brokers. Prohibited Trading includes, but is not limited to:

- a. Exploiting errors or latency in the pricing and/or platform(s) provided by the Broker;
- b. Utilizing non-public and/or insider information;
- c. Front-running of trades placed elsewhere;

- d. Trading in any way that jeopardizes the Company's relationship with a Broker or may result in the cancellation of trades;
- e. Trading in any way that creates regulatory issues for the Broker;
- f. Utilizing any third-party, off-the-shelf, or challenge-account-targeted strategy;
- g. Utilizing one strategy to pass an assessment and a different strategy in a funded account, as determined by the Company at its reasonable discretion.

6.3. 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. Additionally, all trading activity will be reviewed by the Company and the Broker before a funded account is issued. In the case of Prohibited Trading, no funded account shall be granted.

6.4. Traders are prohibited from being a principal, owner, or otherwise directly associated with a competing proprietary trading firm while trading on the Company's platform. If found to be in violation, the Trader's account will be immediately terminated and the Trader will be suspended from all further use of the platform.

7. TRADING STYLES & RISK MANAGEMENT

7.1. Kudo Funded may perform a risk review on accounts at any stage of the process and reserves the right to terminate an account, deny a withdrawal request, or cancel an agreement if a customer is deemed to have abused margin availability or failed to apply an appropriate risk management strategy.

7.2. The following trading behaviours reflect insufficient risk management and would not constitute an applicable strategy in a real market environment:

- a. Excessive risk taking in terms of the percentage of an account risked in a single simulated trade;
- b. Excessive cumulative risk taking across a series of overlapping simulated trades;
- c. Excessive risk taking exacerbated by news events, reflecting a "Boom or Bust" approach where the success or failure of the account relies on one or more trades connected to a major news event;
- d. Simulated trading that, if conducted in a real environment, would raise substantial concerns of financial harm to the relevant broker or institution;
- e. Simulated trading that knowingly or unknowingly exploits errors or delays in pricing feeds, including but not limited to Arbitrage. For more information please visit kudofunded.com.

8. INTELLECTUAL PROPERTY AND LICENSE

- 8.1. All content, infrastructure, technology, systems, functionalities and materials made available on the Website and in the Services, including, without limitation, trademarks, logos, trade names, trade dress, texts, graphics, interfaces, layouts, data compilations, design, software, source and object codes, scripts, databases, rankings, metrics, parameters, Challenge Rules, educational content, reports, dashboards, APIs, logs, algorithms, models, improvements, updates and any derivative works (collectively, "Materials"), are and shall remain the exclusive property of the Company and/or its licensors, and are protected by intellectual property laws, unfair competition laws, trade secret laws and other applicable regulations.
- 8.2. Subject to full compliance with these Terms, the Company grants the User a limited, personal, revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Services and Materials exclusively:
- a. for legitimate purposes related to the product duly acquired;
 - b. during the contractual term; and
 - c. in strict compliance with these Terms, the Policies and the applicable Challenge Rules.
- No other right, title or interest in or to the Materials is granted or transferred to the User.
- 8.3. The User is expressly prohibited, directly or indirectly, in whole or in part, without the Company's prior written authorisation, from:
- a. copying, reproducing, modifying, translating, adapting, creating derivative works, distributing, publishing, transmitting, making available to the public, selling, licensing, assigning, renting, leasing or commercially exploiting any Materials;
 - b. performing reverse engineering, decompiling, disassembling, attempting to discover source code, circumventing technological protection measures, or interfering with the operation of the Website or the Services;
 - c. engaging in scraping, crawling, harvesting, data mining or using robots, scripts or automated systems to access the Website/Services, extract data, circumvent rules, test limits, exploit latencies or manipulate evaluations, hacking, or performing denial of service (DOS) attacks on the Website or Services
 - d. removing or altering copyright notices, trademarks, licensing notices or any indications of ownership;
 - e. using the Materials to develop, train, feed or improve competing products, services or models, including artificial intelligence systems, machine learning systems or public comparative analyses ("benchmarking"), without the Company's express consent;
 - f. using KudoFunded trademarks or confusingly similar distinctive signs in domains, subdomains, social profiles, advertisements, keywords, promotional materials or unauthorised public communications;

- g. using the Website or the Services for unlawful purposes, to violate third-party rights, circumvent technical controls, or bypass eligibility requirements, KYC/AML or geographic restrictions.

8.4. The User acknowledges that certain software and platforms used in connection with the Services are owned by third parties and are subject to their own terms and licenses. The Company does not transfer to the User any rights in such technologies, and the User is fully responsible for complying with the terms of use, licenses and applicable technical/regulatory restrictions of such providers.

8.5. The Company may monitor the use of the Website and the Services for purposes of security, integrity, fraud prevention and compliance with these Terms. In the event of a breach of this Section 8, the Company may, without prejudice to other rights:

- a. suspend or terminate the Account;
- b. restrict access to the Services;
- c. cancel associated results and benefits; and
- d. adopt appropriate technical, administrative and judicial measures to protect its rights.

8.6. All rights not expressly granted to the User under these Terms remain fully reserved to the Company and/or its licensors.

9. DISCLAIMER AND RISK DISCLOSURE

9.1. 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 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.

9.2. 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 the 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 the 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.

10. 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.

11. LIMITATION OF LIABILITY

11.1. The Company, its affiliates, directors, employees, partners, licensors and service providers shall not be liable, under any legal basis (contractual, tort, strict liability, negligence, warranty or any other theory), for any indirect, incidental, special, punitive, exemplary or consequential

damages, including, without limitation, loss of profits; loss of opportunity; loss of revenue, earnings or economic advantages; loss or corruption of data; reputational damage; replacement costs; losses arising from volatility, market variation or trading decisions; or any losses that do not constitute direct and provable damage, even if the Company has been previously advised of the possibility of such damages.

11.2. Without prejudice to the foregoing, the Company shall not be liable for any losses, damages or harm arising, directly or indirectly, from:

- a. use, misuse, or inability to use the Website and/or the Services;
- b. technical failures, latency, connection instability, interruptions, unavailability, scheduled or emergency maintenance, cyber attacks, bugs, software errors, feed discrepancies, gaps, requotes, rejections, slippage, pricing differences or any operational limitations inherent to the simulated environment;
- c. acts, omissions, failures or decisions of Third Parties, including platform providers, data providers, infrastructure providers, KYC/AML providers, anti-fraud providers and Payment Processors;
- d. decisions of the User based on any information, content or functionality made available on the Website/Services;
- e. application of enforcement measures, automatic blocks, invalidations, restrictions, corrections or adjustments arising from breach of these Terms, the Challenge Rules, the Programme Parameters, compliance policies or legal requirements;
- f. changes, suspension, discontinuation or unavailability of products, functionalities, integrations or third-party platforms;
- g. force majeure events; and
- h. any circumstances beyond the reasonable control of the Company.

11.3. The User expressly acknowledges that the Services are predominantly simulated and evaluative in nature, and that any results, metrics, executions and data displayed do not correspond to operations in the real market. Accordingly, the User agrees that the Company assumes no responsibility for differences between simulated results and results that could be obtained in a real environment.

11.4. Without prejudice to the exclusions and limitations set forth in these Terms, and to the maximum extent permitted by applicable law, the total and aggregate liability of the Company for any proven direct damages arising from the same claim or from a set of related claims shall be limited to the amount effectively paid by the User to the Company for the specific Service that gave rise to the claim.

- 11.5. The limit set forth in Clause 11.4 shall apply per event or per set of related events, regardless of the number of claims submitted by the User, constituting the maximum global cap of the Company's liability in relation to such event or set of events.
- 11.6. Nothing in this Section 11 is intended to exclude or limit liabilities that, by virtue of mandatory applicable law, cannot be excluded or limited.
- 11.7. The User acknowledges that the limitations and exclusions set forth in this Section 11 constitute an essential part of the economic balance and contractual basis of these Terms, and that the Company would not make the Services available without such limitations.
- 11.8. The User agrees that any claim, demand, action or proceeding arising out of or relating to these Terms, the Website, the Services, any Account, evaluation, Funded Stage must be initiated within a maximum period of six (6) months from the date on which the triggering event occurred. After such period, the claim shall be deemed definitively waived and time-barred, to the maximum extent permitted.
- 11.9. The User agrees that any dispute, claim, demand or proceeding arising out of or relating to these Terms, the Website, the Services, any Account, evaluation, Funded Stage shall be conducted exclusively on an individual basis, and not as a plaintiff or member of any class action, collective proceeding, representative proceeding, public interest action, consolidation of actions, or any other mechanism in which a party acts on behalf of a group, class or collective.
- 11.10. The User expressly waives any right to: (a) initiate or participate in a class action; (b) act as a class representative; (c) seek or obtain relief on a collective basis; or (d) consolidate their claim with that of third parties, unless the Company expressly agrees in writing to such consolidation.
- 11.11. If any part of this Clause 11.9 is deemed invalid, unenforceable or limited by mandatory applicable law, such invalidity or limitation shall affect only the specific portion deemed invalid/limited, and the remaining provisions shall remain in full force and effect to the maximum extent permitted. In the event that the waiver of class actions is deemed unenforceable for a particular type of claim, the parties agree that such specific claim shall be conducted in the manner required by applicable law, without prejudice to the other limitations set forth in these Terms, where valid.

12. TERM, SUSPENSION, TERMINATION AND EFFECTS

- 12.1. These Terms shall enter into force on the date of acceptance by the User and shall remain in effect for as long as the User maintains an active Account, accesses or uses the Website/Platform/Services, or possesses any active, pending or under verification product,

Account, evaluation or benefit under these Terms.

12.2. The Company may, at any time, suspend, limit, restrict, place under review, or terminate the User's access to the Services, in whole or in part, with or without prior notice, where there is:

- a. breach of these Terms, Policies, Challenge Rules or Programme Parameters;
- b. reasonable suspicion of fraud, abuse, manipulation of evaluation, attempts to circumvent technical or geographical limitations (including VPN/proxy/VPS), KYC/AML or anti-fraud controls;
- c. improper or unauthorised use of payment methods, chargeback, banking dispute, or chargeback risk;
- d. material discrepancies in the User's information, failure to verify identity, residence/location or ownership of the payment method;
- e. exploitation of technical failures, latency, feed inconsistencies, prohibited automation, prohibited arbitrage or any Prohibited Conduct;
- f. legal or regulatory requirement, order of a competent authority, or requirement of essential third parties (including payment processors, KYC/AML providers, anti-fraud providers and platform providers); or
- g. any circumstance that, in the Company's reasonable discretion, represents a material compliance, reputational, operational, technical or financial risk to the Company, to the integrity of the programme, or to essential third parties.

12.3. The User acknowledges and agrees that, in the circumstances above, the Company may:

- a. submit the User's Account and/or results to review and audit;
- b. request additional documents and information;
- c. withhold any benefit, migration to Funded Stage, reset, extension or any related processing, until the investigation is concluded; and
- d. invalidate operations, remove results and recalculate metrics where necessary to preserve programme integrity and compliance with applicable rules.

12.4. In the event of suspension/termination arising from breach of these Terms or Prohibited Conduct, the User may:

- (a) immediately lose access to the Website/Services and the Account;
- (b) have operations and/or results disregarded, removed or recalculated;
- (c) lose eligibility for Funded Stage, benefits, discounts, resets, extensions and any conditional

amounts or advantages.

- 12.5. The User may terminate their Account at any time through the functionalities made available by the Company or by submitting a request to support. Termination shall not eliminate outstanding obligations, nor create any right to refund, unless expressly provided in an applicable specific policy or mandatory law.
- 12.6. The exercise, or failure to exercise, any right of the Company under this Section shall not constitute a waiver. The Company may adopt cumulative and progressive measures, including partial suspension, automatic blocks, functional restrictions and permanent termination.
- 12.7. All provisions which, by their nature or purpose, should survive shall remain in full force and effect following any suspension, termination or rescission, including, without limitation, intellectual property, licence and usage restrictions, confidentiality, data and privacy, disclaimers, limitation of liability, maximum claim periods (time-bar), class action waiver, indemnification, applicable law and dispute resolution.

13. CONFIDENTIALITY

- 13.1. Each party agrees to keep confidential any non-public information disclosed by the other party in connection with these Terms or the Services that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”). Confidential Information includes, without limitation, account credentials, trading activity, personal data, financial information, proprietary systems, and any information relating to the Company’s business operations, technology, or platform.
- 13.2. Neither party shall disclose the other party’s Confidential Information to any third party without prior written consent, except where disclosure is required by applicable law, court order, or regulatory authority, in which case the disclosing party shall, to the extent permitted by law, provide prompt prior written notice to the other party.
- 13.3. The confidentiality obligations set out in this Section shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party at the time of disclosure; (c) is independently developed by the receiving party without use of or reference to the Confidential Information; or (d) is received from a third party who is not under any obligation of confidentiality with respect to such information.
- 13.4. The obligations under this Section shall survive the termination or expiry of these Terms for a period of three (3) years.

14. GOVERNING LAW AND JURISDICTION

- 14.1. These Terms and any dispute, claim, or obligation arising out of or in connection with them shall be governed by and construed in accordance with the laws of Saint Lucia. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of

Saint Lucia. Nothing in this clause limits any mandatory rights a User may have under the applicable consumer protection laws of their country of residence, and either party may seek interim or injunctive relief from any court of competent jurisdiction.

- 14.2. 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.
- 14.3. 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.
- 14.4. 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.

15. FORCE MAJEURE

The Company shall not be liable to the 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, 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.

16. INDEMNIFICATION

- 16.1. You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Services or the Website; (b) your violation of these Terms; (c) your violation of any applicable law, regulation, or the rights of any third party; or (d) any content, information, or materials you submit, post, transmit, or otherwise make available through the Services.
- 16.2. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, in which case you agree to cooperate

fully with the Company in asserting any available defences. You agree not to settle any matter without the prior written consent of the Company.

- 16.3. The indemnification obligations set out in this Section shall survive termination or expiry of these Terms and shall remain in full force and effect regardless of any investigation or claim made by or on behalf of the Company.

17. GENERAL PROVISIONS

- 17.1. 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 obligations under this Agreement.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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.
- 17.9. If you have any questions, concerns or feedback in connection with these Terms please send us an email at contact@kudofunded.com.

