

### **Terms and Conditions**

#### 1. Access to Quickfunded Ltd Services

These Terms and Conditions (referred to as the "Terms") complement the Trader Terms governing your access to the Quickfunded Ltd Platform. Together with the Trader Terms, they form a binding agreement between you and Quickfunded Ltd Ltd., regulating your usage of our Services. In case of any inconsistency between the Trader Terms and these Conditions, the Trader Terms shall prevail.

### 2. Eligibility

Our Services are designed for individuals aged 18 and above. By registering on our Website, you affirm that you meet the age requirement. Individuals under 18 years old are prohibited from using our Services. You agree to access our Services only from countries where they are legally available.

#### 3. Compliance with Laws

You acknowledge that access to and use of our Services may be subject to legal restrictions in certain countries. You agree to use our Services in compliance with applicable laws and regulations.

### 4. Nature of Services

Our Services include tools for simulated foreign exchange trading, encompassing simulated trades in Contracts for Differences, Spot FX, and FX Derivatives.

### 5. Service Offerings

Our Services encompass a range of products such as the Free Trial, FX Challenge, and Verification. These products may vary in scope, including access to analytical tools. The Free Trial allows limited usage of our Services for a specified period, and completion does not grant access to additional Services.

#### 6. Ordering Services

You can request our Services through the Website by completing the designated registration or order form. Upon registration, we will provide you with login credentials for accessing the Client Section and/or Trading Platform.

#### 7. Termination of Services

Quickfunded Ltd reserves the right to terminate provision of Services to Traders at its discretion.

### **Definitions & Interpretation**

#### 1. Definitions:

In the Trader Terms and these Conditions, the following terms shall bear the meanings assigned herein:

**Authorised Users:** In the case of a corporate Trader, individuals including employees, agents, and independent contractors authorized by the Trader to access the Services and Documentation. For individual Traders, it refers to the Trader themselves who are authorized to utilize the Services and Documentation.

**Business Day:** Any day, excluding Saturdays, Sundays, and public holidays in England, during which banks in London operate.

**Commercial Partners:** Third-party entities, including regulated firms and execution venues, connected to Quickfunded Ltd.

**Trader Terms:** Any agreements entered into between Quickfunded Ltd and the Trader concerning User Subscriptions and associated terms.

**Client Money:** As per the Client Money Rules, funds of any currency received or held by the Company for the Client's account, or on behalf of the Client, in connection with the business outlined in the Agreement, excluding funds owed.

#### 2. Conditions:

These terms and conditions, as updated periodically, can be found at: www.quick-funded.io

**Confidential Information**: refers to any and all information received or acquired by one party to this Agreement ("the Recipient") from the other party ("Disclosing Party"), pertaining to the Disclosing Party, its group entities, or its Traders. This encompasses information disclosed in writing, electronically, orally, visually, or otherwise, including but not limited to details regarding the business, affairs, Traders, clients, plans, technology, or trading strategies of the Disclosing Party. However, Confidential Information shall not include information that:

1. becomes publicly available other than due to a breach of this Agreement by the Recipient;

- 2. is lawfully received from a third party not under any obligation of confidentiality to the Disclosing Party, to the reasonable knowledge and belief of the Recipient;
- 3. was already in the possession of or known to the Recipient at the time of disclosure without any restrictions on use or disclosure for the benefit of the Recipient; or
- 4. is independently developed by the Recipient without utilizing, referencing, or benefiting from the Disclosing Party's Confidential Information.

**Contract:** refers to the agreement between Quickfunded Ltd's and the Trader for the supply of Services, comprising these Conditions and the Trader Terms.

**Data:** includes the information input by either Quickfunded Ltd's or any Trader for the purpose of using the Services or facilitating their use.

**Documentation:** refers to the document provided to the Customer by Quickfunded Ltd's, containing a description of the Services and user instructions. The Documentation can be found at quickfunded.io.

Free Trial: as defined on the website and in the Trader Terms.

**Funded Trader:** a Trader that has successfully passed the FX Challenge and Verification phases, has been approved by Quickfunded Ltd's as a funded trader, and whose performance may be replicated and rewarded by Quickfunded Ltd's.

**FX Challenge:** as defined on the website and in the Trader Terms.

**Mandatory Policies:** includes Quickfunded Ltd's's business policies, user policies, and codes made available to the Trader upon request.

Normal Business Hours: refers to 8:00 am to 6:00 pm local UK time, each Business Day.

**Platform:** The Instant Funding Trading Platform, operated by Quickfunded Ltd's LTD.

**Services:** denotes the services provided by Quickfunded Ltd's to the Trader under these Conditions and/or the Trader Terms, or as described in the Documentation.

**Software:** the online software applications provided by Quickfunded Ltd's as part of the relevant Services.

**User Subscriptions:** the user subscriptions which entitle Authorised Users to access and use the Services and the Documentation in accordance with these Conditions and/or the Trader Terms.

**Verification:** as defined in the Trader Terms.

**Virtual Funded Account:** An account operated by a Funded Trader.

**Virus:** refers to anything or device (including any software, code, file, or programme) that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment, or network, or any other service or device; prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, and other similar things or devices.

Website: Quick-Funded.io.

#### Interpretation:

1. A reference to a statute or statutory provision includes any amendments or re-enactments. It also encompasses any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 2. Phrases introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3. A reference to writing or written includes fax and email.

## SYSTEMS ACCESS – USER RIGHTS & OBLIGATIONS – FREE SUBSCRIPTION & PAID TERMS

#### **Grant of Access:**

Subject to the Trader's compliance with these Conditions, the Trader Terms, the Documentation, and any Mandatory Policies, Quickfunded Ltd grants the Trader a non-exclusive and non-transferable right to allow its Authorized Users to utilize the Services and Documentation during the Initial Term, and as subsequently agreed for any Subsequent Term and any Renewal Term for the Authorized User's internal business operations.

#### **Access Channels:**

The Trader is entitled to access the Services only via the Platform. A request for access can be made directly to Quickfunded Ltd. Quickfunded Ltd reserves the right to decline any request or set terms, including pricing or other matters, at its absolute discretion.

#### **Acceptance of Terms:**

At any time during the Initial Term, Quickfunded Ltd may request that the Trader agrees to Trader Terms, which may alter these Conditions. Refusal by the Trader to accept the Trader Terms will result in the termination of all rights granted to the Trader, and the Services and Contract shall cease immediately.

#### **Responsibilities of Trader Regarding Authorized Users:**

The Trader undertakes that:

- The number of Authorized Users shall not exceed the number of User Subscriptions granted/purchased under the Trader Terms.
- Each User Subscription shall be used by one individual Authorized User, unless reassigned entirely to another, in which case the prior user shall no longer access the Services or Documentation.

- Each Authorized User shall maintain a secure password, changed at least biannually, and keep it confidential.
- Upon request by Quickfunded Ltd, each Authorized User shall promptly change their password and comply with any request by Quickfunded Ltd regarding password complexity.
- The Trader shall maintain an up-to-date list of current Authorized Users and provide it to Quickfunded Ltd within 5 Business Days of Quickfunded Ltd's written request.

#### **Usage Restrictions:**

The Trader shall not transmit any Viruses or unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive material during the use of Services. Additionally, content promoting illegal activity, sexually explicit images, unlawful violence, discrimination, or causing damage or injury to any person or property is prohibited.

### **Technical Equipment and Software:**

Acknowledgment that to use the Services, appropriate technical equipment and software, including third-party software to access the Trading Platform, must be obtained at the Trader's own risk and expense.

#### **Website Compatibility:**

The Website is accessible from commonly used web browsers. Any internet access, equipment purchase, and browser acquisition are at the Trader's own risk and expense. Quickfunded Ltd does not guarantee compatibility with specific equipment or software.

#### **Disclaimer on Compatibility:**

Quickfunded Ltd does not warrant or guarantee that the Services will be compatible with any specific equipment or software. No additional fees are charged for internet connection by Quickfunded Ltd.

### **Legal & Regulatory**

### 1. Trading Limitations:

You acknowledge that trading in our phases does not involve real money transactions, and you have no entitlement to receive actual profits unless designated as a Virtual Funded Trader. No remuneration or profit share is provided based on simulated trading results.

#### 2. Non-Regulated Investment Services:

The Services offered do not constitute FCA regulated investment services. You are not entitled to regulatory protections or investment advice or recommendations.

#### 3. Treatment of Funds:

Monies sent to Quickfunded Ltd are for payment of Services and not held as Client Money under FCA regulations. Compliance with Client Money Rules is not applicable.

#### 4. Regulatory Compliance:

Traders must maintain accurate records for legal and regulatory compliance, including reporting requirements, back-office systems, and any necessary licenses or regulatory authorizations.

#### 5. Suspension of Services:

Quickfunded Ltd reserves the right to suspend further orders of Services if a Trader places an unusually large number of orders within a short period. Such behavior may be reported to legal and regulatory authorities.

#### 6. Third-party Platforms:

Traders acknowledge that trading platforms are operated by entities separate from Quickfunded Ltd. Their terms, conditions, and privacy policies apply when using their services.

#### 7. Data Accuracy and Updates:

Traders are responsible for providing complete, true, and up-to-date information. Any changes must be promptly communicated to Quickfunded Ltd.

#### 8. Use of Demo Funds:

Demo funds provided for trading are fictitious and cannot be used for actual trading. Traders are not entitled to payment based on simulated trading results.

#### 9. Compliance with Trading Policy:

Traders must comply with Quickfunded Ltd's Trading Policy, subject to updates.

#### 10.Market Information Disclaimer:

Quickfunded Ltd bears no responsibility for the accuracy or timeliness of market information displayed on the Trading Platform.

#### 11.Limitation on Product/Service Sale:

Quickfunded Ltd reserves the right to limit the sale of products or Services, including termination of active accounts, for misuse of systems. This includes activities aimed at exploiting inefficiencies in platforms or servers.

#### 12. Termination and Account Limits:

Accounts may be terminated, and access to refunds may be restricted for customers who breach the clauses outlined. Compensation will not be provided under such circumstances.

### **Fees**

### 1. FX Challenge Fee:

The fee for participating in the FX Challenge will be outlined in the Trader Terms.

#### 2. Service Charges:

Except during any Initial Term (when Services are provided free of charge), usage of Services will be subject to charges and payment terms specified in the Trader Terms.

#### 3. User Subscription Fees:

The Trader shall pay User Subscription Fees as specified in the Trader Terms for User Subscriptions.

#### 4. Invoicing and Payment:

- Upon Commencement Date, the Trader shall provide approved purchase order information and other required contact and billing details. Quickfunded Ltd will invoice the Trader according to the invoicing schedule in the Trader Terms, with payment due within 30 days of the invoice date.
- 2. Failure to make payment within 7 days of the due date may result in:
  - Disabling of the Trader's password, account, and access to Services.
  - Accrual of interest on overdue amounts at an annual rate of 3% over Quickfunded Ltd's current base lending rate.
  - Termination of the Contract by Quickfunded Ltd.

### 5. Currency and Taxes:

- All amounts shall be payable in GB Pounds Sterling, USD, or Euros as specified in the Trader Terms
- Fees are non-cancellable and non-refundable after 1 placed trade or 14 days, or as required by applicable consumer laws.
- Fees are exclusive of value-added tax, which will be added to Quickfunded Ltd's invoice(s) at the applicable rate.

### 6. Fee Changes:

Quickfunded Ltd reserves the right to unilaterally change the fees and parameters of Services at any time.

### 7. Payment Methods:

- Traders can pay the FX Challenge fee via payment card, bank transfer, or other payment methods offered by Quickfunded Ltd on the Website.
- Payment made via payment card or express payment methods is immediate.

#### 8. Payment Completion:

The fee is considered paid upon full amount credited to Quickfunded Ltd's account. Failure to pay on time may result in order cancellation.

### 9. Fee Variation:

The FX Challenge fee varies based on selected options, initial capital, acceptable risk level, and other parameters specified for FX Challenge and Verification.

#### 10. Non-Refundable Fee:

The fee is paid for access to the FX Challenge or Services under it. No refund is provided if Trader cancels Client Section, terminates Services prematurely, fails to meet FX Challenge or Verification conditions, or violates these Conditions.

### **CLIENT SECTION**

1. Each Trader is permitted only one Client Section, where all of the Trader's Services must be maintained exclusively.

- 2. The total number of FX Challenges and Verifications allowed per Client Section may be restricted based on factors such as the total sum of the initial capital amounts of the products ordered by the Trader or other parameters.
- 3. Unless Quickfunded Ltd grants an exception, the initial capital amounts cannot be transferred between individual products or combined in any manner.
- 4. Performance, service parameters, data, or any other information cannot be transferred or combined between different products.
- 5. Access to the Client Section and Trading Platform is secured with login credentials, which must not be shared with any third party. If the Trader is a registered legal entity, authorized employees or representatives may access the Services through the Trader's Client Section.
- 6. The Trader is accountable for all activities conducted through the Trader's Client Section or Trading Platform. Quickfunded Ltd holds no responsibility, and the Trader is not entitled to compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services, nor for any resulting negative consequences arising from such misuse on the part of the Trader.
- 7. The Trader acknowledges that the Services may not be available 24 hours a day, particularly due to maintenance, upgrades, or other reasons. Quickfunded Ltd bears no responsibility, and the Trader is not entitled to compensation, for the unavailability of the Client Section or Trading Platform, or for any damage or loss of data or other content uploaded, transferred, or saved through the Client Section or Trading Platform.
- 8. The Trader may request the cancellation of the Client Section at any time by sending an email to **support@quick-funded.io**.
- 9. The Trader has the right to cancel this contract within 14 days of entering into the Agreement without stating any reason (known as the 'cancellation period'), provided the cancellation notice is served within 14 days by post or email using the contact details specified in the Trader Terms. The notice will be considered served on the Company upon sending.

### **Data and Intellectual Property**

 Your personal data is processed in accordance with the Privacy Policy available on our website.

- 2. Quickfunded Ltd shall own all right, title, and interest in and to all of the Data.
- 3. Quickfunded Ltd shall not provide storage, backup, and/or archiving facilities or services for the Data. Quickfunded Ltd shall not be liable or responsible for retrieving any Data.
- 4. If Quickfunded Ltd processes any personal data on the Trader's behalf when performing its obligations under these Conditions (or any Trader Terms), the parties record their intention that the Trader shall be the data controller and Quickfunded Ltd shall be a data processor. In any such case:
  - The Trader acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Trader and the Authorised Users are located in order to carry out the Services and Quickfunded Ltd's other obligations under this Contract.
  - The Trader shall ensure that they are entitled to transfer the relevant personal data to Quickfunded Ltd so that Quickfunded Ltd may lawfully use, process, and transfer the personal data in accordance with this Contract on the Trader's behalf.
  - The Trader shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
  - Quickfunded Ltd shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Trader from time to time.
  - Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction, or damage.
- 5. You agree to share all information relating to trades you execute and acknowledge that Quickfunded Ltd and its affiliates have access to information about all trades that you perform on the Trading Platform, and that you are not entitled to any remuneration or revenue associated with the use of the data by Quickfunded Ltd.

### **Services and Information**

- You can order the Services through the Quickfunded Ltd website by completing the appropriate registration or order form. After registration, we will email you the login details for the Client Section and/or Trading Platform and allow you to access them.
- 2. The Services provided to you shall be as set out in the Trader Terms.
- 3. Under the Free Trial, you may use some of the Services within a limited scope and for a limited period of time free of charge. Completing the Free Trial does not entitle you to access any other Services.
- 4. All data that you provide to us through the registration or order form, the Client Section, or otherwise must be complete, true, and up-to-date. You must immediately notify us of any change

in your data or update the data in your Client Section. Quickfunded Ltd is not obligated to verify the data and is entitled to rely on the information you provide being correct.

### **Confidential Information:**

- 1. The Trader and Quickfunded Ltd (both of which may act as Disclosing Party or Receiving Party) may receive or be given access to Confidential Information from the other party.
- 2. The Receiving Party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the Confidential Information available to any third party, or use the Disclosing Party's Confidential Information for any purpose other than in connection with this Agreement.
- 3. Either Party when acting as a Recipient may disclose the Confidential Information to those of its Representatives who have a need to know such information and shall take all reasonable precautions to ensure that its Representatives comply with the provisions of this Agreement. Any action by any Representative will be treated as the action of the Recipient for the purposes of this Agreement.
- 4. The Trader shall take all reasonable steps to ensure that Quickfunded Ltd's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract
- 5. The Trader acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Quickfunded Ltd's Confidential Information.
- 6. The Trader shall not make, or permit any person to make, any public announcement concerning these Conditions (or any Trader Terms) without the prior written consent of Quickfunded Ltd, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7. The Trader shall not:
  - except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under these Conditions (and any Trader Terms), attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Data and/or relevant Documentation (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
  - leave a public review which is unsubstantiated, not accurate or constructive and is unnecessarily harmful against the Quickfunded Ltd brand;
  - access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
  - license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to and/or provide any services to any third party except the relevant Authorised Users;
  - attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.
- 8. The Trader shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Quickfunded Ltd.

- 9. The Trader shall not reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, sell, lease, loan, distribute, create derivative works based on, or otherwise modify, in any manner, all or any part of the Services, Data, or Documentation.
- 10. The rights provided under this clause are granted to the Trader only and shall not be considered granted to any subsidiary or holding company of the Trader.
- 11. Quickfunded Ltd's website or internet service Trader uses cookies to track a Trader's session and retrieve Trader details for each visit. Cookies are used in some areas of the site to enable and/or improve the functionality of that area. By using the Services or agreeing to these terms and conditions, the Trader consents to the use of cookies in accordance with these terms.

### **DISCLAIMER OF RULES & PROHIBITED STRATEGIE**

Traders are expected to adhere to the General Terms and Conditions in conjunction with the Trading Rules outlined within our website's FAQ section. These rules collectively establish binding obligations for all users. Specifically, the section on Prohibited Strategies outlines actions that violate our Terms and Conditions, including Maximum Drawdown, Daily Drawdown, Breach by Inactivity (30 days, subject to change), HFT (High Frequency Trading, defined as trades held for 12 Seconds or less are prohibited), Martingale, Copying Between Internal Accounts, Reversing between Firms/Accounts, Grid Trading, Statistical Arbitrage, and Gambling/Over-leveraging.

For additional details and guidance on our Trading rules, please refer to the FAQ section on our website.

### **DISCLAIMER IN RESPECT OF THIRD PARTIES**

Traders acknowledge that our Services may facilitate communication with and transactions involving Commercial Partners. Participation in such activities is undertaken at the sole risk of the Trader. Quickfunded Ltd does not guarantee the accuracy or reliability of third-party content, nor does it assume any liability for transactions or contracts entered into between Traders and Commercial Partners. Any engagements with third parties via our Services are the sole responsibility of the Trader. Quickfunded Ltd neither endorses nor disapproves of Commercial Partners or their platforms or communication channels made accessible through our Services.

### **LIMITATION OF LIABILITY**

In defining the scope of financial liability, Quickfunded Ltd (inclusive of its employees, agents, and subcontractors) holds sole responsibility under these Conditions and/or the Trader Terms, encompassing:

- 1. all matters arising directly or indirectly from this Contract;
- 2. the Trader's use of Services and Documentation; and
- 3. any claims arising from representations, statements, or omissions, including negligence.

The Trader bears responsibility for the outcome of Services and Documentation usage, absolving Quickfunded Ltd of liability for damages due to errors or omissions in information or actions directed by the Trader. Furthermore, all implied warranties, representations, or conditions are excluded, and Services are provided on an "as is" basis.

Notwithstanding the above, Quickfunded Ltd remains liable for:

- 1. instances of death or personal injury caused by negligence;
- 2. fraudulent conduct or misrepresentation.

Quickfunded Ltd's liability, subject to clauses 11.2 and 11.3, does not extend to:

- 1. indirect, consequential, or special losses, including loss of profits, business, goodwill, or data:
- 2. economic loss or damage arising from tort, misrepresentation, restitution, or otherwise;
- 3. claims exceeding the fees paid by the Trader in the preceding six (6) months.
- 4. the provision of free Services, absolving Quickfunded Ltd from liability under contract, tort, or other legal theories.

### **INDEMNIFICATION**

The Trader agrees to indemnify, defend, and hold harmless Quickfunded Ltd from any claims, actions, proceedings, losses, damages, expenses, and costs, including court fees and reasonable legal expenses, arising from the Trader's breach of the Contract or applicable law in relation to the use of Services and/or Documentation. However, this indemnity is limited to losses not resulting from Quickfunded Ltd's negligence or fraud.

### **Commencement and Continuation:**

This Agreement shall initiate upon the Commencement Date and persist for the Initial Term and Subsequent Term. Following this, the Agreement shall automatically renew for successive Renewal Terms, unless terminated as outlined below:

### 1. Termination by Notice:

Either party may terminate this Agreement by providing written notice at least 60 days before the end of the current term. Upon notice, the Agreement shall conclude upon the expiration of the current Initial Term, Subsequent Term, or Renewal Term.

#### 2. Immediate Termination by Quickfunded Ltd:

Quickfunded Ltd reserves the right to terminate the Contract immediately by providing written notice in the following circumstances:

- The Trader commits a material breach of any term of this Contract, failing to remedy such breach within 28 days of notification.
- Repeated breaches of the Contract terms, indicating a lack of intent or ability to comply.
- Financial insolvency, suspension of debt payment, or initiation of debt negotiation or restructuring.
- Legal proceedings impacting the Trader's business or financial standing.
- Appointment of an administrator or receiver, or any similar event indicating financial instability.

#### 3. Immediate Termination During the Initial Term:

Quickfunded Ltd may terminate the Contract for service provision immediately during the Initial Term without obligation to notify the Trader.

#### 4. Upon Termination:

- All granted licenses under this Contract shall cease immediately.
- Both parties must return or cease using any equipment, property, or Documentation belonging to the other party.
- Quickfunded Ltd may dispose of any Data in its possession.
- Termination does not affect accrued rights, remedies, obligations, or liabilities up to the termination date.

### **FORCE MAJEURE**

In the event that Quickfunded Ltd is unable to fulfill its obligations or continue its business due to circumstances beyond its control, it shall not be held accountable to the Trader. Such circumstances may include, but are not limited to, strikes, labor disputes, utility failures, transportation or telecommunication disruptions, acts of nature, war, civil unrest, vandalism, compliance with legal or governmental directives, accidents, equipment malfunctions, natural disasters, or defaults by suppliers or subcontractors. Quickfunded Ltd will promptly notify the Trader of such events and their expected duration.

### **OBLIGATIONS OF QUICKFUNDED LTD**

Quickfunded Ltd commits to conducting the Services with reasonable skill and care, in accordance with the relevant Documentation.

 The Services will be performed as outlined in the Documentation, except in cases where nonconformance arises from misuse by the Trader or unauthorized modifications made by parties other than Quickfunded Ltd or its authorized contractors. Quickfunded Ltd will make reasonable efforts, at its own expense, to promptly correct any such non-conformance or offer alternative solutions to achieve the desired performance.

- 2. Quickfunded Ltd does not guarantee uninterrupted or error-free use of the Services, nor does it assure that the Services or the information obtained through them will meet the Trader's specific requirements. Furthermore, Quickfunded Ltd shall not be liable for delays, delivery failures, or any other losses or damages resulting from data transmission over communication networks, including the internet. The Trader acknowledges that such issues are inherent in the use of communication facilities.
- 3. These Conditions do not restrict Quickfunded Ltd from entering into similar agreements with third parties or independently developing, utilizing, selling, or licensing documentation, products, and services similar to those provided under these Conditions.
- 4. Quickfunded Ltd assures that it possesses and will maintain all necessary licenses, consents, and permissions required for fulfilling its obligations under these Conditions.

### **TRADER'S RESPONSIBILITIES**

The Trader agrees to:

- 1. Provide Quickfunded Ltd with all necessary cooperation and access to information required for the provision of Services, including Data and security access information.
- 2. Ensure compliance with all applicable laws and regulations regarding activities under this Contract.
- Fulfill all other Trader responsibilities outlined in this Contract promptly and efficiently. In case of delays, Quickfunded Ltd reserves the right to adjust any agreed timetable or delivery schedule accordingly.
- 4. Ensure that authorized users utilize the Services and Documentation in compliance with the terms and conditions of this Contract, bearing responsibility for any breach by authorized users.
- 5. Obtain and maintain all necessary licenses, consents, and permissions required for Quickfunded Ltd, its contractors, and agents to perform their obligations under this Contract.
- 6. Ensure that their network and systems comply with relevant specifications provided by Quickfunded Ltd and maintain network connections and telecommunications links to Quickfunded Ltd's data centers, bearing responsibility for any issues or damages arising from or related to such connections.

### **VARIATION**

Quickfunded Ltd reserves the right to make reasonable variations to these Conditions, which shall become effective immediately upon notification, acceptance, or further use of the Services by the Trader, or upon posting on quick-funded.io/terms-and-conditions.

### **ENTIRE AGREEMENT**

- These Conditions, along with any Trader Terms and referenced documents, constitute the entire
  agreement between the parties, superseding any previous arrangements or agreements regarding
  the subject matter covered.
- 2. Each party acknowledges and agrees that they do not rely on any assurances, statements, or warranties not expressly set out in this Contract.

### **ASSIGNMENT**

- 1. The Trader shall not assign, transfer, or subcontract any of its rights or obligations under this Contract without Quickfunded Ltd's prior written consent.
- 2. Quickfunded Ltd retains the right to assign, transfer, or subcontract any of its rights or obligations under this Contract at any time.

### THIRD PARTY RIGHTS

Under this Contract, no party other than the original signatories, their successors, and permitted assigns shall have rights conferred upon them, as per the stipulations of the Contracts (Rights of Third Parties) Act 1999.

#### **NOTICES**

- 1. Correspondence mandated by these Conditions and/or Trader Terms shall be documented and delivered via hand delivery, pre-paid first-class post, electronic mail (with verifiable proof of delivery and read receipt), or recorded delivery post to the provided addresses. Alternatively, notices may be transmitted via fax to the designated fax number.
- Notice delivery protocols:
  - Hand-delivered notices are considered received upon delivery or at 9 am on the first business day following delivery if outside regular business hours.

- Notices dispatched via pre-paid first-class post or recorded delivery post are considered received at the customary delivery time.
- Notices transmitted via fax are considered received at the time of transmission, as evidenced by the sender's documented transmission time.

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### **GOVERNING LAW & JURISDICTION**

- 1. The terms of this Contract and any arising disputes shall be interpreted and governed by the laws of England and Wales.
- 2. Both parties consent to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising from or in connection with this Contract.

### **ADDITIONAL USER SUBSCRIPTIONS**

- 1. During any term, a Trader may formally request additional User Subscriptions in writing, subject to mutual agreement on Trader Terms.
- Upon acceptance of the request by Quickfunded Ltd, the Trader is obligated to remit the relevant
  fees within 30 days of receiving Quickfunded Ltd's invoice. Fees for subscriptions acquired mid-term
  will be prorated accordingly, with both parties amending Trader Terms in good faith.

### **Website Terms and Conditions**

### **Introduction**

Welcome to Quickfunded Ltd website, quick-funded.io. Operated by Quickfunded Ltd (referred to as "the Company" or "we"), this website offers a range of services, tools, and information to users like you, subject to your acceptance of the terms, conditions, policies, and notices outlined here.

By using our site or purchasing from us, you agree to abide by these Terms of Service ("Terms"), including any additional terms, conditions, and policies referenced herein. These Terms apply to all users, whether browsers, vendors, customers, merchants, or content contributors, so please review them carefully before accessing or using our website. If you do not agree to these Terms, please refrain from accessing the website or using any of our services.

### **General Use and Fees**

The Services provided by Quickfunded Ltd are tailored for individuals aged 18 and above, residing in countries where our Services are accessible. Upon registration on our Website, users affirm that they meet the age requirement. Those under 18 are not permitted to utilize our Services. Users agree to access and utilize our Services only from countries where they are legally available, understanding that certain jurisdictions may impose restrictions or prohibitions.

Any enhancements or additions to our platform will also be governed by these Terms of Service. Users can refer to the latest version of our Terms of Service at any time on this page. Quickfunded Ltd reserves the right to update, amend, or replace any portion of these Terms by posting updates on our website. Users are responsible for periodically reviewing this page for changes. Continued use of the website following any modifications indicates acceptance of the updated Terms.

Our services do not constitute investment services in accordance with applicable laws. Quickfunded Ltd does not offer guidance, instructions, or information on trading transactions, nor do we accept such guidance from users. None of our services should be interpreted as investment advice or recommendations, and our employees are not authorized to provide such advice. Any information or statement construed as investment advice is explicitly disclaimed, with Quickfunded Ltd bearing no responsibility.

As a company, Quickfunded Ltd is not a broker-dealer or brokerage and does not process, facilitate, or transmit any financial transactions. Our primary offering is Virtual Funded Accounts (Demo Trading Accounts), which simulate live market conditions. Live Funded Accounts are not offered, nor are clients permitted to create them through our platform.

Third-party access to our website may be granted for troubleshooting or maintenance purposes. Any such access is closely monitored and revoked upon completion of the necessary work.

Digital service fees are charged to grant access to our platform and related services and resources. Quickfunded Ltd does not accept deposits or maintain customer deposit accounts. Refunds of service fees are at the discretion of Quickfunded Ltd and are subject to specific conditions. Refunds may be considered if the demo trading account meets certain criteria, including the account not falling below the starting balance, the order being no more than 14 days old, and the account not being merged or scaled. Refunds are not available if the account is in drawdown or has been closed for violating program rules. Customers requesting refunds must cover associated transfer fees.

In the event of a fee payment dispute initiated by a customer, Quickfunded Ltd reserves the right to suspend services and pursue legal action to recover any wrongful chargebacks. Customer information, including IP addresses, personal details, and transaction records, may be used for this purpose. Quickfunded Ltd reserves the right to issue refunds when deemed appropriate, provided the Virtual/Demo Trading account is not at a loss. Various customer information, including IP

addresses, names, emails, addresses, Deel information, payment methods, and KYC data, may be used when disputing a chargeback with banks/payment processors.

### **Registration Terms and Conditions**

By accepting these Terms of Service, you affirm that you have reached the age of majority in your state or province of residence, or that you have the authority to consent to the use of this site by any minor dependents under your care.

You are prohibited from using our services for any unlawful or unauthorized purpose, and agree not to violate any laws in your jurisdiction, including but not limited to copyright laws.

Any breach or violation of these Terms will result in the immediate termination of your Services, with no eligibility for a refund under any circumstances.

We retain the right to refuse service to anyone at any time, for any reason, including but not limited to declining an account scaling application if, in our discretion, we believe the customer's trading style poses an increased risk to the virtual funded account. You acknowledge that while your content (excluding credit card information) may be transferred unencrypted over various networks, credit card information is always encrypted during transfer.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, including access to the Service or any contact on the website, without express written permission from Quickfunded Ltd.

### **Changes and Accuracy**

While we strive for accuracy, please note that the information provided on our site may be sourced from third parties, and we cannot guarantee its completeness, timeliness, or accuracy. The content on our site is intended for general informational purposes only and should not be solely relied upon for decision-making without consulting more authoritative sources. Any reliance on our site's material is at your own risk.

Historical information provided on our site may not be current and is offered for reference purposes only. We retain the right to alter the content of our site at any time, though we are not obligated to update any information. You are responsible for monitoring any changes to our site.

Prices for our digital services are subject to change without notice. We reserve the right to modify or discontinue the Service or any part thereof without prior notice. Quickfunded Ltd shall not be liable for any modifications, price adjustments, suspensions, or terminations of the Service.

### **Services and Refunds**

Quickfunded Ltd reserves the right, though not obligated, to limit the sale of our products or Services to specific individuals, geographic regions, or jurisdictions, at our discretion. We may enforce this restriction on a case-by-case basis and may limit the quantities of products or services offered. Descriptions and pricing of products are subject to change without notice.

We retain the right to discontinue any product at any time, and any offers made on this site are void where prohibited. While we do not guarantee the quality of our products or services, we strive to address any errors promptly.

Refunds for Digital Service/Product fees may be limited by Quickfunded Ltd, with eligibility determined at our discretion. Customers may be eligible for refunds within 180 days of the payment date, provided certain criteria are met and determined by Quickfunded Ltd. Refunds are not available after this 180-day period or once a customer's payout exceeds the initial service fee.

# <u>Account Management, Trading Behavior, and Responsible</u> <u>Trading</u>

We reserve the right, though not obligated, to limit the sale of our products or Services and terminate active accounts for individuals who misuse our systems. This includes the use of expert advisors (EAs) or trading behaviors that exploit vulnerabilities in our systems. Prohibited activities may include but are not limited to latency arbitrage trading, gap trading, or employing grid systems.

Quickfunded Ltd employs risk management systems to detect prohibited trading activities, and accounts found in violation may face consequences such as termination, reduced payouts, or refusal of service. We do not support gambling-like trading behavior and may take action against traders who demonstrate reckless behavior, including excessive risk-taking or attempting to manipulate our services.

Violation of our trading behavior policies may result in account termination and the restriction of future product and service sales to the offending customer. Terminated accounts are not eligible for refunds or compensation.

### **Billing and Account Information**

We retain the right to reject any orders placed with us, and may, at our discretion, impose limits on quantities purchased per person, household, or order. These limitations may extend to orders made

under the same customer account, credit card, or sharing the same billing and/or shipping address. If we modify or cancel an order, we will make reasonable attempts to notify you via the email or billing address/phone number provided during the order process. Orders that we suspect to be placed by dealers, resellers, or unauthorized distributors may be restricted or prohibited at our sole discretion.

You agree to furnish current, accurate, and complete purchase and account information for all transactions conducted on our platform. It is your responsibility to promptly update your account and other details, including email address, credit card information, and expiration dates, to ensure smooth completion of transactions and enable us to contact you as necessary.

For account payouts, you consent to receiving payments via the Deel platform, bank transfer, or cryptocurrency. We reserve the right to decline payments via other methods that are not supported by the Company. A minimum payout threshold of 50 USD is maintained for payouts via the Deel platform. Payout requests below this threshold may be processed via bank transfer or cryptocurrency. Off-schedule payouts, not conforming to the dates specified in the trader agreement, will also be facilitated through bank transfer or cryptocurrency. Cryptocurrency payouts may be executed in USDT, Ethereum, or Bitcoin, unless alternative arrangements have been mutually agreed upon by the Client and the Company.

### **Third Parties**

We may grant you access to third-party tools that we neither monitor nor control, provided on an "as is" and "as available" basis, without any warranties, representations, or conditions. Our liability arising from or related to your use of these optional third-party tools is expressly disclaimed. Your utilization of such tools offered through our site is entirely at your own discretion and risk, and you should ensure familiarity with and approval of the terms provided by the relevant third-party provider(s).

Additionally, we may currently or in the future offer a range of existing or new services and/or features through our website, all of which shall be subject to these Terms of Service.

Materials from third parties may be included in certain content, products, and services available via our Service. Third-party links on our site may redirect you to websites not affiliated with us, for which we bear no responsibility for content accuracy or liability. Transactions made in connection with third-party websites are not our liability, and any grievances or inquiries regarding third-party products should be directed to the relevant third-party. Please review the policies and practices of third-party providers carefully before engaging in any transactions.

### **User Submission**

We reserve the right, though not obligated, to monitor, edit, or remove content that, in our sole discretion, is deemed unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any party's intellectual property rights or these Terms of Service.

You agree that your comments will not infringe upon the rights of any third-party, including copyright, trademark, privacy, personality, or any other personal or proprietary right. Furthermore, you agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, nor will they contain any computer virus or other malware that could potentially affect the operation of the Service or any associated website.

You are prohibited from using a false email address, impersonating another individual, or misleading us or third parties regarding the origin of any comments. You are solely responsible for the content and accuracy of any comments you make. We assume no responsibility and accept no liability for any comments posted by you or any third-party.

Any personal information submitted through the website is governed by our Privacy Policy, which can be found on our website (www.quick-funded.io). Please refer to our Privacy Policy for further details regarding the handling of personal information.

### **Inaccuracies**

At times, our site or the Service may inadvertently contain typographical errors, inaccuracies, or omissions pertaining to product descriptions, pricing, or availability. We retain the right to rectify any such errors, inaccuracies, or omissions, and to modify or update information or cancel orders if any information within the Service or on any associated website is found to be inaccurate at any time without prior notice, even after an order has been submitted.

We do not commit to updating, amending, or clarifying information in the Service or on any associated website, including pricing information, except as mandated by law. The absence of a specified update or refresh date in the Service or on any associated website should not be construed to mean that all information therein has been altered or updated.

We bear no responsibility for inaccuracies stemming from the use of third-party partners, platforms, or entities not affiliated with our Company. If issues arise from the utilization of third-party platforms, including but not limited to server inefficiencies, liquidity discrepancies, information inaccuracies, time delays, loading delays, or requoting, it is at our discretion whether to seek a resolution. We may not provide remedies under such circumstances. Our Company holds no authority over or capability to control such third parties and will never engage or collude with third parties that may impact the Service we provide. By utilizing our Service, Customers acknowledge that our Company bears no liability in such situations and that they comprehend the inherent risks associated with using third-party platforms and the inconsistencies that may arise thereof. Customers are not eligible for refunds if their experience issues arise due to third-party matters beyond our control.

### **Prohibited Uses**

In addition to the prohibitions outlined in the Terms of Service, users are prohibited from utilizing the site or its content for unlawful purposes, soliciting others to engage in unlawful acts, violating any regulations, rules, laws, or ordinances, infringing upon our intellectual property rights or those of others, engaging in harassment, abuse, defamation, or discrimination based on various factors, submitting false or misleading information, uploading or transmitting viruses or malicious code, collecting personal information of others, engaging in spam or phishing activities, using the Service for obscene or immoral purposes, or interfering with the security features of the Service or any related website. We retain the right to terminate user access to the Service or any associated website for violations of these prohibited uses.

### **Limitation of Liability**

At Quickfunded Ltd, we strive to provide a seamless service experience; however, we cannot guarantee that our service will always be uninterrupted, timely, secure, or error-free. While we endeavor to ensure the accuracy and reliability of the results obtained through our service, we cannot warrant that they will always meet your expectations.

Your use of our service is at your own risk. Quickfunded Ltd, along with our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors, shall not be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind, including but not limited to lost profits, revenue, savings, or data, arising from your use of the service or any products procured through it. This includes any errors or omissions in content, or loss or damage incurred as a result of the use of the service.

While we strive to provide accurate information, occasional inaccuracies or errors may occur. We reserve the right to correct any such errors, inaccuracies, or omissions without prior notice. Quickfunded Ltd shall not be liable for any inaccuracies deriving from the use of third-party partners, platforms, or parties not associated with our company. In such cases, where issues arise from the use of third-party platforms, including server inefficiencies or inaccuracies, Quickfunded Ltd may not provide remedies under such circumstances, as we do not have control over these third-party entities.

### Indemnification and Severability

By using our service, you agree to indemnify, defend, and hold harmless Quickfunded Ltd, our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claims or demands, including reasonable attorneys' fees, arising out of your breach of these Terms of Service or any violation of applicable laws or the rights of a third party.

If any provision of these Terms of Service is deemed unlawful, void, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. We reserve the right to update, amend, or clarify the information provided in our service without prior notice, except as required by law.

### **Termination**

In the event of termination of this agreement, the obligations and liabilities of both parties incurred prior to the termination date shall remain in effect. These Terms of Service shall remain effective until terminated by either party. You may terminate these Terms of Service at any time by informing us of your decision to discontinue using our Services or by ceasing to use our site.

If, in our sole judgment, you fail to comply with any term or provision of these Terms of Service, or if we suspect such failure, we reserve the right to terminate this agreement at any time without prior notice. In such cases, you will remain liable for any amounts due up to the date of termination, and we may deny you access to our Services.

### **Entire Agreement**

The failure of Quickfunded Ltd to enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, along with any policies or operating rules posted by Quickfunded Ltd on the site or related to the Service, constitute the entire agreement between you and Quickfunded Ltd, governing your use of the Service. These terms supersede any prior or contemporaneous agreements, communications, and proposals, whether oral or written.

### **Contracts and Legal**

Customers who purchase products or Services and sign independent contractor agreements with Quickfunded Ltd are bound by the sections of these Terms of Service. It is the customer's responsibility to thoroughly read and understand the Terms of Service before signing any contract. By signing the contract, the customer agrees to abide by these Terms.

These Terms of Service and any separate agreements through which Quickfunded Ltd provides Services shall be governed by and construed in accordance with the user's legal jurisdiction.

### **Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time on this page.

Quickfunded Ltd reserves the right, at its sole discretion, to update, change, or replace any part of

these Terms of Service by posting updates and changes on the website. It is your responsibility to check the website periodically for changes. Your continued use of or access to the website or the Service following the posting of any changes constitutes acceptance of those changes.

For any questions about the Terms of Service, please contact us at **support@quick-funded.io**.