

INSTANT FUNDING GENERAL TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 These General Terms & Conditions (the “GTC” or “Agreement”) govern the rights and obligations in connection with the use of services provided by **Acello Ltd (with a trading name of Instant Funding)**, offered through the following website, www.instantfunding.com (the “Website”). Please read these GTC carefully. You are under no obligation to use the Services should you not agree or understand any section of these GTC, nor should you use the Services unless you fully understand and agree to the Terms contained within these GTC.
- 1.2 These GTC supplement the Instant Funding Agreement (also referred to as the Traders Agreement) under which Acello Ltd, has granted you access to the Platform and together with the Traders Agreement constitute a binding contract between you and Acello Limited, and govern your use of the Services. In the event of any inconsistency between the Instant Funding Agreement, the Instant Funding Agreement shall prevail.
- 1.3 These GTC are entered into by you (“you”, “your”, User or the “Customer”) and Acello Ltd (with a trading name of Instant Funding), a company incorporated in England and Wales with company number 12696083 and registered offices at: 30 Old Bailey, London, EC4M 7AU, (hereafter “Instant Funding” “we”, “our or Instant Funding Trading”).

(Instant Funding and the Customer, hereinafter each referred to individually as a “Party” and collectively as the “Parties”).

2. GENERAL PROVISIONS

- 2.1 By accessing, registering, using and clicking on “I agree” to accept the Services provided by Instant Funding, you confirm that you have read, understood, accepted and agreed to be bound by all of the terms and conditions stipulated within these GTC (the “Effective Date” of this Agreement) as well as Instant Funding’s Privacy Policy which is available on our website.
- You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.
- 2.2 The Services consist of the provision of instruments for simulated foreign currency trading in the FOREX market or with other instruments in other simulated accounts/financial markets, access to trading accounts for simulated trading (Instant Funding Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for Users.
- 2.3 You can order the Services through the Website by completing the appropriate registration or order form. After registration, we will e-mail you the login details for the Client Section and/or Trading Platform and allow you to access them
- 2.4 **No Financial or Brokerage Advice** - Please note that, we are not acting in the capacity of your broker, intermediary, agent or advisor and have no fiduciary relationship or obligation to you in connection with any transactions or other activities you undertake when using our Services. We do not provide investment or consulting advice of any kind and no communication or information that we provide to you is intended as or should be construed

as any form of investment advice. Instant Funding ONLY offers a Virtual Account; it **does not** offer any form of live funded account, nor does it allow users to do this through a Virtual Account or otherwise through our site.

- 2.5 By agreeing to these GTC, you represent that you are at least 18 years of age or older or otherwise above the legal age of capacity in your country of residence (if different) and you are accessing the Services solely from one of the countries for which the Services are made available.

3. **DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS**

- 3.1 For the purposes of the Agreement, the following definitions shall have the following meanings:

- 3.1.1 **“Calendar day”** means every full 24 hours calendar day, including weekends and public holiday, of the current time in the United Kingdom
- 3.1.2 **“Client Section”** means the user interface located on the Website;
- 3.1.3 **“Content”** means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, images, and videos and other content that may form part of the Website and Services.
- 3.1.4 **“Customer” or “you”, “yours” or “Trader”** means a natural person or an entity that enters into these GTC with Instant Funding (as set out in the introductory provisions);
- 3.1.5 **“Daily Loss Limit”** - This is a cap on how much money you can lose in a single trading day. Further information can be found on our website at:
<https://instantfunding.com/help/how-daily-loss-is-calculated/> .

Instant Funding has Four main types of Accounts, each with a different Daily Loss Limit:

- **One-Phase Challenge: 3% Daily Loss Limit.**
- **Two-Phase Challenge: 5% Daily Loss Limit.**
- **Instant Funding Account (Built in Challenge) - No Daily Loss Limit**
- **Instant Funding Micro Account (Built in Challenge)**

***Collectively referred to as: Instant’s available group of Accounts**

- 23.1.6 **“Draw-Down”** means the maximum amount you can lose (typically as a percentage e.g. 10% Draw-Down). This means you can lose up to 10% before your account will breach.
- 3.1.7 **“Equity”** Means the total value of a trader’s account, including open positions. (Floating Profit and Loss, on top of balance.)
- 3.1.8 **“Forbidden Trading Practices”** means trading practices and strategies use of which is prohibited whilst using our Services.

- 3.1.9 **“GTC”** means these General Terms and Conditions of Instant Funding (as set out in the introductory provisions);
- 3.1.10 **“Margin Call”** Is the term for when the equity on your account, the total capital you have deposited plus or minus any profits or losses – drops below your margin requirement. Margin Call will be triggered when your equity drops beneath 50% of your margin requirement. We will notify you that, you are on margin call via a message in the app.
- 3.1.11 **“Profit”** means the positive difference between the value of the remaining balance of the Capital (**Less** the starting or the scaled balance) in the Customer’s INSTANT FUNDING Account(s) (in which no positions are opened) and the value of the Capital;
- Please note that: ALL PROFITS ARE SIMULATED PROFITS AND ARE NOT PROFITS GENERATED FROM REAL MARKET TRADING.***
- 3.1.12 **“Reward”** means a certain financial reward calculated according to the rules defined in the Traders Agreement;
- 3.1.13 **“Roll-over Reward”** means the unpaid portion of the Reward that will remain available at the given amount to the Customer in the form of simulated capital and will be added to the Capital for further simulated trading;
- 3.1.14 **“Services”** means the services provided by Acello to the Trader under these GTC and/or the Trader Terms, or as described in the Documentation.

We offer Four types of simulated Account Types which are listed below:

1. One-Phase Challenge

You will need to pass one challenge if you purchase access to this account. Further details can be found on our Program page: [One-Phase Challenge – Instant Funding](#). The challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a prescribed amount overall.

The table below outlines the prescribed amounts which would constitute a successful completion or, alternatively, a failure of the challenge, as well as the additional account rules:

Profit Target	8% and 5%
Daily Loss Limit (Daily Drawdown)	5%
Maximum Loss Limit (Maximum Drawdown)	10%
Time Limit	No Limit
Scale Target	10%

Scale Speed	+25% of Account size - Once every 90 days
Scale Limit	Up to 100% of the starting balance
Baseline Profit Split	80% Profit Split
Scaled Profit Split	90%

2. Two-Phase Challenge

You will need to pass two separate challenges if you purchase access to this account. Further details can be found on our Program page: [Two-Phase Challenge – Copy – Instant Funding](#). The first challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a prescribed amount overall. If you pass the first challenge you will be eligible to participate in the second challenge. The second challenge requires you to achieve a specific profit target without losing a prescribed amount in a day, or a set prescribed overall amount.

The table below outlines the prescribed amounts which would constitute a successful completion or, alternatively, a failure of each challenge, as well as the additional account rules:

Profit Target	8% and 5%
Daily Loss Limit (Daily Drawdown)	5%
Maximum Loss Limit (Maximum Drawdown)	10%
Time Limit	No Limit
Scale Target	10%
Scale Speed	+25% of Account Size - once every 90 days
Scale Limit	Up to 100% of the starting balance.
Baseline Profit Split	80%

Scaled profit split	90%
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3. Instant Funding Account (Built in Challenge)

There is an initial “challenge” element to this type of account [Smart Drawdown **starts at -10%**, once a user reaches a balance gain of 5% or more, our system will **automatically update their** drawdown to the -5% of the starting balance, and it will remain at this level.)

Profit Target	No Target
Daily Loss Limit (Daily Drawdown)	No Limit
Maximum Loss Limit (Maximum Drawdown)	10%
Time Limit	No Limit
Scale Target	10%
Scale Speed	Account size doubles each time you scale.
Scale Limit	Up to \$1.28M
Baseline Profit Split	80%
Scaled profit split	90%

4. Instant Funding Micro Account (Built in Challenge)

IF Micro is a separate product to a standard Instant Funding Account. IF Micro Accounts are built with On-demand payouts and are subject to a 15% best day rule: your best trading day must not account for more than 15% of your total profit. For instance, if you earn 10% of your total profit on day one, 7% on day two, and 8% on day three, you’re eligible to withdraw in just 3 days, rather than the normal 14 day wait.

Profit Target	No Target
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Daily Loss Limit (Daily Drawdown)	4%
Static Drawdown	6%
Time Limit	No Limit
Scale Target	10%
Scale Speed	Account size doubles each time you scale.
Scale Limit	Up to 100% of the starting balance
Baseline Profit Split	80%
Scaled Profit Split	90%

- 3.1.15 **“Scaling”** means the doubling of the account size. This will use 5% of the account’s starting balance. You must have a 10% gain in the account balance in order to qualify for a scale.
- 3.1.16 **“Simulated Account”** - All the Accounts that we provide to our customers are simulated accounts. All trading in simulated accounts relies on simulated market feeds to create trading conditions for customers.
- 3.1.17 **“Spread”** means the difference in price between the buy (bid) and sell (offer) price quoted for a particular asset.
- 3.1.18 **“Trading Platform”** means the electronic interface in which the Customer shall perform simulated trades
- 3.1.19 **“Virtual Simulated Accounts”** - We ONLY offer virtually simulated accounts where live market conditions are simulated offering you the opportunity to gain experience of trading without financial risk (each a “Virtual Account”). Any reference to “funded” used in these terms or on our website is a reference to virtual funding only and the sole instance in which you may be eligible to receive actual funds in connection with your purchase of the Services is if you were eligible for a Pay-Out (as described above).
- 3.1.20 **“Website”** means the www.instantfunding.com website (as set out in the introductory provisions).

4. SERVICES AND INFORMATION

- 4.1 Instant Funding's obligation to provide the Customer with instruments for simulated foreign currency trading in the FOREX market or with other instruments in other financial markets, access to trading accounts for simulated trading (Instant Funding Accounts), analytical instruments, training and educational materials, (if applicable) other accompanying services for Users, to enable the Customer to access and use those services **(the "Services")** and, subject to the terms and conditions set out in these GTC. The data feed is a simulated version of real live market conditions with our own market depth, slippage, spreads etc. Instant Funding's obligation to pay the Customer a financial reward calculated according to the rules defined in the Traders Agreement (the "Reward"). Within the Services provided, Instant Funding shall, in particular, enable the Customer to access the electronic interface in which the Customer shall perform simulated trades in a simulated environment under our own market depth, as per these GTC (the **"Trading Platform"**).
- 4.2 The Customer further undertakes, when using the Services, and in particular when performing simulated trades in a simulated environment, to act in accordance with this Agreement, any third parties' terms and conditions, applicable legal regulations, and other rules which the Customer is obligated to adhere to when using the Services (and in line with the specific Jurisdiction in which they reside).
- 4.3 Instant Funding shall not provide Services to a Customer that: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions means countries determined as such by Instant Funding and published on our website and is contained within our AML Policy.
- 4.4 You can order the Services through the Website by completing the appropriate registration or order form. After registration, we will e-mail you the login details for the Client Section and/or Trading Platform and allow you to access them.
- 4.5 The Services provided to you shall be as set out in the Trader's Agreement.
- 4.6 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. Instant Funding is not obligated to verify the data and are entitled to rely on information you provide as being correct.

5. TRADER'S OBLIGATIONS

- 5.1 The Trader shall provide Instant Funding with:
- all necessary co-operation in relation to these GTC (and the Trader's Agreement) and
 - all necessary access to such information as may be required by Instant Funding;
- 5.2 comply with all applicable laws and regulations with respect to its activities under these GTC;
- 5.3 ensure that the Authorised Users use the relevant Services and Documentation in accordance with the terms and conditions of these GTC and/or the Trader's Agreement and shall be responsible for any Authorised User's breach of this Contract;

- 5.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Acello, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;
- 5.5 ensure that its network and systems comply with the relevant specifications provided by Instant Funding from time to time; and
- 5.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Instant Funding's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Trader's network connections or telecommunications links or caused by the internet.

6. SYSTEMS ACCESS – USER RIGHTS & OBLIGATIONS

- 6.1 Subject to the Trader complying with these GTC, the Instant Funding Agreement and any Mandatory Policies, Instant Funding hereby grants to the Trader a non-exclusive and non-transferable right to permit its Authorised Users to use the Services.
- 6.2 In relation to Authorised Users, the Trader undertakes that:
 - 6.2.1 the maximum number of Authorised Users that it authorises to access and use the relevant Services shall not exceed the number of User Subscriptions it has been granted and/or purchased from time to time under the Trader's Agreement;
 - 6.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User;
 - 6.2.3 each Authorised User shall keep a secure password for their use of the relevant Services and relevant Documentation, that such password shall be changed no less frequently than bi-annually and that each Authorised User shall keep their password confidential;
 - 6.2.4 that immediately upon request by Instant Funding, each Authorised User shall change their password at any time, and shall also comply with any request by Instant Funding to change any complexity criteria in relation to their password;
 - 6.2.5 The Trader shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the relevant Services that:
 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - facilitates illegal activity;
 - depicts sexually explicit images;
 - promotes unlawful violence;
 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

- in a manner that is otherwise illegal or causes damage or injury to any person or property;

- 6.3 You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including adequate third-party software to access the Trading Platform, at your own risk and expense.
- 6.4 The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense.
- 6.5 Instant Funding does not warrant or guarantee that the Services will be compatible with any specific equipment or software.
- 6.6 The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. Instant Funding does not warrant or guarantee that the Services will be compatible with any specific equipment or software.

7 LEGAL & REGULATORY

- 7.1 The Trader acknowledges and accepts the following:
- 7.1.1 no performance provided by Instant Funding to the Customer under this Agreement, including all Services, may be considered as investment services or activities within the meaning of the legal regulations governing, in particular, investment services and capital markets; in particular, Instant Funding does not receive or execute in any case, whether directly or indirectly, any trading instructions, does not provide or conduct investment or other advice, research, recommendations and does not give or forward to the Customer any trading instructions, does not receive any assets from, or manage any assets for, the Customer, and does not provide any related foreign exchange services;
- 7.1.2 The Services do not constitute FCA regulated investment services and thus you are not entitled to any regulatory protections;
- 7.1.3 all trading that the Customer performs through the Services is simulated only and that the execution of a simulated trade within the Services provided shall in no way constitute an instruction to trade in real financial markets or with real currency.
- 7.1.4 Instant Funding is not the counterparty to any trading within any simulated accounts. At no point, in any of the Accounts will customers trade real financial instruments such as CFDs, Securities, Futures or Commodities. All simulated trades are fictitious in nature and do not involve the purchase or sale of any financial instruments.
- 7.1.5 the funds provided to the Customer for simulated trading are not real and that the Customer has no right to deal with them beyond the scope of their use within the Services (in particular that they cannot be used for actual trading), that the Customer is not entitled to withdraw or transfer them, and that Instant Funding does not in any circumstances receive any funds or other assets from, or manage any funds or other assets for, the Customer within the Services;

- 7.1.6 Customer “rewards” are based on performance (simulated profits) in the simulated accounts. It is Instant Funding’s obligation to fulfil payout of amounts due to its customers whether or not simulated trades were replicated by the Instant Fundings real markets. Instant Funding will make those pay-outs from its own funds which are generated through the collection of registration fees, its own trading and other revenue streams. Since customers simulate trades rely on simulated market feeds and are not executed against actual counterparties, simulated profits may under or over-compensate for the impact, if any, of the certain market factors such as the lack of liquidity.
- 7.1.7 Performance with Instant Funding is not indicative of trading on real financial markets, and that past performance and simulated gains are neither a guarantee nor an indication of any further performance; and
- 7.1.8 if the Customer’s access to the Client Section is cancelled, irrespective of the reason for its cancellation, the Customer shall lose access to the INSTANT FUNDING Account(s), and thus to the Services, without being entitled to any compensation.
- 7.1.9 The Customer hereby acknowledges that the simulated capital has no monetary value and is only a part of the Services provided to the Customer and Customer has no actual right, title or ownership to the simulated capital, and that the Instant Funding has all rights, interest and full ownership to simulated capital (as part of the Services).
- 7.1.10 You acknowledge that the operators of trading platforms are persons or entities different from Instant Funding and that their own terms and conditions and privacy policies will apply when you use their services and products.
- 7.1.11 Instant Funding bears no responsibility for the information displayed on the Trading Platform, nor for any interruption or delay or inaccuracy in the market information displayed through your Client Section
- 7.1.12 We reserve the right, but are not obligated, to limit the sale of our products or Services, including termination of active accounts, to any person who misuses our systems. This includes the use of expert advisors (EAs) which take advantage and/or jeopardise the backend systems of the Company’s / its technical partners. This also includes but is not limited to any trading behaviour which aims to benefit from inefficiencies in platform, server or brokerage servers. These activities can also include, but are not limited to, latency arbitrage trading, long-short arbitrage trading, gap trading, spread arbitrage, reverse arbitrage, and opposite trading between accounts.
- 7.1.13 We reserve the right to terminate the account and limit the sales of products and Services to customers who breach these clauses. Customer accounts which get terminated will not be able to access refunds and will not receive compensation under such circumstances.

8. INSTANT FUNDING’S OBLIGATIONS

- 8.1 Instant Funding undertakes that the relevant Services will be performed substantially in accordance with the relevant Documentation and with reasonable skill and care.

- 8.2 Any non-conformance, which is caused by use of the Services contrary to Instant Funding's instructions, or modification or alteration of the Services by any party other than Instant Funding or Instant Funding's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Instant Funding will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Trader with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Trader's sole and exclusive remedy for any breach of the undertaking. Notwithstanding the foregoing, Instant Funding:
- 8.1.1 does not warrant that the Trader's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Trader through the Services will meet the Trader's requirements; and
 - 8.1.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Trader acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
 - 8.1.3 These Conditions (and the Trader Agreement) shall not prevent Instant Funding from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Conditions (or any Trader Terms).
 - 8.1.4 Instant Funding warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Conditions.

9. PAYMENT TERMS

- 9.1 The fee payable for the virtually simulated Challenges are set out in the Trader's Agreement and for full up to date pricing please see our website.
- 9.2 The Trader shall provide to Instant Funding an approved purchase order information acceptable to Instant Funding and any other relevant valid, up-to-date and complete contact and billing information following which Instant Funding shall invoice the Trader in accordance with the invoicing schedule set out in the Trader's Agreement.
- 9.3 All service charges are inclusive of all taxes. If the Customer is an entrepreneur (trader), he/she is obliged to fulfil their tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he/she are obliged to pay tax or other fees properly.
- 9.4 You can pay the fee or the selected option of the Challenge by a payment card, via a bank transfer, or using other means of payment, currently available on our Website.

- 9.5 All fees stated or referred to in these GTC:
- a. are non-cancellable and non-refundable after 1 placed trade or 14 days or as otherwise required by applicable consumer laws;
 - b. are exclusive of value added tax, which shall be added to Instant Funding's invoice(s) at the appropriate rate.
- 9.6 Instant Funding reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion.
- 9.7 In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately.
- 9.8 The fee is considered paid when its full amount is credited to Instant Funding's account. If you do not pay the amount on time, Instant Funding is entitled to cancel your order.
- 9.9 The fee for the virtually simulated Challenges varies according to the option selected and depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the Challenge and the subsequent Verification are met.
- 9.10 The fee is paid for allowing you to access the virtually simulated Accounts, or the Services provided under the FX Challenge. The Trader is not entitled to a refund of the fee, for example, if the Trader cancels the Trader's Client Section or requests the cancellation by e-mail, if the Trader terminates the use of the Services prematurely (for example, fails to complete the FX Challenge or the Verification), fails to meet the conditions of the FX Challenge or the Verification, or violates these Conditions

10. CLIENT SECTION AND TRADING PLATFORM

- 10.1 Only one Client Section is permitted per Trader and all of the Trader's Services must be maintained in the Client Section.
- 10.2 Unless Instant Funding grants an exception to the Trader, the initial capital amounts may not be transferred between the individual products or mutually combined.
- 10.3 You may also not transfer or combine your performance, Service parameters, data or any other information between the products.
- 10.4 Access to the Client Section and Trading Platform is protected by login data, which the Trader may not make available or share with any third party.
- 10.5 The Trader is responsible for all activities that are performed through the Trader's Client Section or Trading Platform. Instant Funding bears no responsibility, and the Trader is not entitled to any compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services, nor is Instant Funding responsible for any negative consequences thereof for the Trader, if such misuse occurs for any reasons on the part of the Trader.
- 10.6 The Trader acknowledges that the Services may not be available 24 hours per day,

particularly with respect to maintenance, upgrades, or any other reasons. In particular, Instant Funding bears no responsibility, and the Trader is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that you upload, transfer or save through the Client Section or Trading Platform.

- 10.7 The Trader may at any time request the cancellation of the Client Section by sending an e-mail to support@instantfunding.io.
- 10.8 The Trader has the right to cancel this contract within 14 days of entering into the Agreement without stating any reason (this period is known as the 'cancellation period'), subject to serving cancellation within 14 days by post or email using the contact details in the Trader Terms. The notice will be treated as being served on the Company the moment it is sent.

11. PROHIBITED PRACTICES & STRATEGIES

- 11.1 All Traders agree to respect and adhere to the GTC together with the Trading Rules contained within the FAQ section of our website, which collectively are binding and create a legal obligation upon you. Our Trading rules, more specifically the section on Prohibited Strategies lists the prohibited acts which are deemed as breaching our GTC and Traders Agreement are listed as follows; Maximum Drawdown, Daily Drawdown, Breach by Inactivity (60 days, subject to change), HFT (High Frequency Trading), Martingale, Copy Trading between Accounts that are not owned by the same individual, Reversing between Firms/Accounts, Grid Trading, Statistical Arbitrage, Gambling/Over-leveraging.

For further details and information on our Trading rules, please visit the FAQ section on our website. These rules may be subject to change, attempts to circumvent or game these rules will also be considered as prohibited strategies.

- 11.2 Should a Trader engage in any of the prohibited trading practices described in this Clause (and as described on our website), Instant Funding may consider this as a failure to comply with the terms of the relevant Instant Funding Challenge, (ii) We may remove the Transactions in violation of the prohibition from the Traders trading history and/or not include their results in the rewards and/or losses generated by the Demo Trading, or (iii) immediately terminate all Services provided to the Trader and subsequently terminate these GTC.
- 11.3 If any or all of the Prohibited Trading Practices are carried out on one or more of Instant Funding's Virtually simulated Accounts or on accounts of different Customers or by combining trading through any of the four virtually simulated Accounts, we reserve the right to cancel all Services and terminate all relevant contractual arrangements.
- 11.4 **Instant Funding reserves the right to determine, at its own discretion, whether certain trades, practices, strategies or situations are Forbidden Trading Practices.**
- 11.5 **We may from time-to-time update our Trading Rules and Prohibited Practices and thus it is your responsibility to keep the changes under review which will be clearly communicated on our website.**

- 11.6. If the Customer engages in any of the Forbidden Trading Practices, the Customer will lose the right to a Reward and, in addition, (i) Instant Funding may remove those simulated trades that violate the prohibition from the Customer's trading history and/or (ii) not count their results in the profits and/or losses achieved by the simulated trading, (iii) and/or to immediately cancel the Customer's Instant Funding Account and subsequently terminate this Agreement, and/or (iv) reduce the offered leverage on any or all Customer's accounts
- 11.7. Instant Funding may exercise any and all actions in this Clause 11.6 at its own discretion.

12. DISCLAIMER – SIMULATED OR HYPOTHETICAL PERFORMANCE

- 12.1 Unlike an actual performance record or live trading, simulated results and trading do not represent actual trading. As the virtual trades have not actually been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity, slippage and similar. Although all trading activity is simulated (and not real), we have set out below some of the risks that relate to the underlying types of instruments or investment that your simulated, virtual trades will be linked to the virtual leverage involved in some trading styles means that both gains and losses are magnified. In other words, a relatively small market movement can lead to a proportionately larger movement in the value of your virtual account value; this can work against you as well as for you.

13. LIMITATION OF LIABILITY

- 13.1 THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS, AND SHORTCOMINGS, AND THAT THEIR USE IS AT THE CUSTOMER'S SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LEGAL REGULATIONS, INSTANT FUNDING DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.
- 13.2 TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LEGAL REGULATIONS, INSTANT FUNDING IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY INSTRUMENT, FUNCTIONALITY, INFORMATION, OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. INSTANT FUNDING IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER CONTENT OF THIRD PARTIES THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE, INSTANT FUNDING'S RESPONSIBILITY IS INFERRED BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES, THIS RESPONSIBILITY SHALL BE LIMITED TO A MAXIMUM AMOUNT OF £10,000.
- 13.3 Instant Funding reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

- 13.4 Instant Funding is not responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond INSTANT FUNDING's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or any other force majeure event, and/or if Instant Funding is prevented from providing the Services as a result of any obligations imposed by a legal regulation or a decision of a public authority.
- 13.5 Should any information or statement of any employee or other staff or representatives of Instant Funding be interpreted as investment advice or recommendation, Instant Funding is not responsible for such information or statement.
- 13.6 Instant Funding bears no responsibility for trading or other investment activities performed by the Customer outside the relationship with Instant Funding, for example by using data or other information from the INSTANT FUNDING Account, Trading Platform or otherwise related to the Services in real trading in financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer has selected for simulated trading.

14. INDEMNITY

- 14.1 The Trader shall defend, indemnify and hold harmless Instant Funding against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the Trader's use of the Services and/or Documentation in breach of the Contract or applicable law, save that such indemnity shall be limited to the extent that any such losses result from the negligence or fraud of Instant Funding.

15. TERM AND TERMINATION OF THIS AGREEMENT

- 15.1. These GTC are concluded for an indefinite period of time. These GTC, however, terminate automatically, when the Customer fails to comply with the trading rules and more specifically with the Forbidden Trading practices or one of the Parties terminates this Agreement in accordance with this Clause 15.
- 15.2. Either Party may terminate these GTC without specifying any reason by serving a written notice on the other Party, with effect from the date of delivery of the notice. In such a case, the Instant Funding Account will be cancelled immediately, and all trades will be closed.
- 15.3. Furthermore, the Trader is not entitled to the Reward or a proportional part thereof in cases where Instant Funding terminates this Agreement for any of the following reasons:
- 15.3.1. any representation of the Trader proves to be untrue;
- 15.3.2. the Trader grossly violates any provision of these GTC. In particular, a repeated breach of any provision of these GTC (i.e. more than three times) shall be considered a gross breach of these GTC. The following (even if only one-off) violation shall also be considered gross violations (excluding the drawdown rules): if the Customer provides incomplete, untrue or outdated information, if the Trader engages in any of the Forbidden Trading Practices

and/or if the Trader violates the confidentiality obligation contained within these GTC.

- 15.4. Given that the provision of the Services requires active access of the Trader to the Client Section, these GTC shall also be terminated at the moment when the Trader loses access to the Client Section, irrespective of the reason for such loss.
- 15.5. Upon termination of this Agreement, the Trader shall return to Instant Funding all documents, instruments, electronic, or other storage media, or any other means lent to the Trader by Instant Funding and containing information about the activities of Instant Funding. The Trader may not make any copies of the means mentioned in the previous sentence.
- 15.6. If, as a result of a change in legislation or the practice of the relevant supervisory authorities, or as a result of a change in legal interpretation, a need arises to regulate the legal relationship established by these GTC differently from a material or formal point of view, the Customer and Instant Funding undertake to conclude an amendment to this Agreement or to replace this Agreement with a new agreement to meet any such need(s). If no such agreement is reached or the situation according to the previous sentence does not allow it or a decision of the relevant supervisory authority orders the termination of this Agreement, Instant Funding may withdraw from these GTC with immediate effect. In such a case, the Trader shall have no claims against Instant Funding due to the termination of the Agreement.

16. DATA AND INTELLECTUAL PROPERTY

- 16.1 Your personal data is processed in accordance with the Privacy Policy.
- 16.2 Instant Funding shall own all right, title and interest in and to all of the Data.
- 16.3 Instant Funding shall not provide storage, back up and/or archiving facilities or services for the Data. Instant Funding shall not be liable or responsible for retrieving any Data.
- 16.4 If Instant Funding processes any personal data on the Trader's behalf when performing its obligations under these Conditions (or the Trader's Agreement), the parties record their intention that the Trader shall be the data controller and Instant Funding shall be a data processor and in any such case:
 - 16.4.1 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 Instant Funding's other obligations under this Contract;
 - 16.4.2 the Trader shall ensure that the Trader is entitled to transfer the relevant personal data to Instant Funding so that Instant Funding may lawfully use, process and transfer the personal data in accordance with this Contract on the Trader's behalf;

- 16.4.3 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;
 - 16.4.4 Instant Funding 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; and
 - 16.4.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 16.5 You agree to share all information relating to trades you execute on the acknowledge that Instant Funding 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 Instant Funding.

17. CONFIDENTIALITY, IP PROTECTION AND COMPLIANCE WITH POLICIES

- 17.1 The Trader and Instant Funding (both of which may act as Disclosing Party or Receiving Party) may receive or be given access to Confidential Information from the other party.
- 17.2 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.
- 17.3 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.
- 17.4 The Trader shall take all reasonable steps to ensure that Instant Funding'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.
- 17.5 The Trader acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Instant Funding's Confidential Information.
- 17.6 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 Instant Funding, 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.
- 17.7 The Trader shall not:

- 17.8 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
- 17.9 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
- 17.10 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 17.11 leave a public review which is unsubstantiated, not accurate or constructive and is unnecessarily harmful against the Instant Funding brand.
- 17.12 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; or 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, or
- 17.13 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 17.
- 17.14 The Trader shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Instant Funding.
- 17.15 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.
- 17.16 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.
- 17.17 Instant Funding'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

18. VARIATION

- 18.1 Instant Funding shall in its absolute discretion be entitled to make reasonable variations to these Conditions which shall be in writing and shall be effective, valid and enforceable, immediately upon notification, acceptance or further use of the Services by the Trader or when posted at instantfunding.io/terms-and-conditions.

19. ASSIGNMENT

- 19.1 The Trader shall not, without the prior written consent of Instant Funding, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 19.2 Instant Funding may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

20. NOTICES & COMMUNICATION

- 20.1 All communication made by Instant Funding or its partners in connection with the performance of these GTC will take place via the registered e-mail address of the Customer (which was provided by the customer when signing up to an Instant Account and should this since be formally be changed on our system; then to this new registered email address), which the Customer must notify to Instant Funding.
- 20.2 All communication from the Customer in connection with the performance of these GTC must take place via the following contact e-mail address of Instant Funding
Support@instantfunding.io
- 20.3 Written communication also includes written electronic communication by e-mail.

21. COMPLAINTS & DISPUTES

- 21.1 You can file a complaint by sending an e-mail to the “complaints@instantfunding.io” e-mail address provided on our site. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from these Terms of Service.

22. ENTIRE AGREEMENT

- 22.1 These GTC, any appendices or attachments to these GTC collectively with our website, all disclosures, notices and policies, Terms of Use, Trading Rules and our Privacy Policy (all of which can be found on our website) and any other supplementary agreements entered into separately between us are deemed as an integral part of these GTC and shall have the same legal and binding effect.

23. COUNTERPARTS

- 23.1 These GTC may be executed in one or more counterparts, which together shall constitute one and the same agreement.

24. GOVERNING LAW & JURISDICTION

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).