INSTANT FUNDING GENERAL TERMS & CONDITIONS

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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 and Instant Funding South Africa),** 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 Dashboard 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 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 Dashboard”** means the user interface located on the Website;

3.1.3 **“Content”** means the Website and all Services, including

the Client Dashboard, 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 virtual funds 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/ .

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

3.1.6 **"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.

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, or pay out, as 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.

Please refer to the Instant Funding website, www.instantfunding.com, for all details on each product we offer.

3.1.15 "Scaling" means an increase in the account size or virtual capital available to trade. Each challenge has differing scaling rules where a certain multiplier is applied for a certain cost normally a

percentage reduction in available profit on the account.

3.1.16 “Simulated Account” - All the Accounts that we provide to our customer are simulated accounts. All trading in simulated accounts relies on simulated market feeds to create trading conditions for customers.

3.1.17 “Challenge” – All products sold are trading challenges designed to train and educate customers in professional trading. Each Challenge has a series of rules associated with the challenge which are detailed in Section 11 below. Each challenge sold is delivered through the simulated account.

3.1.18 “Spread” means the difference in price between the buy (bid) and sell (offer) price quoted for a particular asset.

3.1.19 “Trading Platform” means the electronic interface in which the Customer shall perform simulated trades

3.1.20 “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).

3.1.21 “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 Dashboard 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 Dashboard 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 Dashboard. Instant Funding is not obligated to verify the data and are entitled to rely on information you provide as being correct.

4.7 Services provided to you are based on the simulated account sold to you. All our active simulated accounts we sell are detailed on our website and all terms of these accounts are communicated to you at the time of purchase. We reserve the right to remove or change these simulated accounts at any time.

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 licenses, 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 Dashboard 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 Dashboard

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 do not tolerate trading from Servers, VPS, under a VPN or similar strategies, this included sharing IP(s) between multiple users. This is because this is common practice for traders to attempt to cheat trading rules with illegitimate strategies

7.1.14 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:

8.2.1 does not warrant that the Trader's use of the Services will be uninterrupted or

8.2.2 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

8.2.3 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

8.2.4 Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.2.5 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

8.2.6 which are similar to those provided under these Conditions (or any Trader Terms).

8.2.7 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.

8.3 Instant Funding shall make payouts, should the Trader manage to successfully complete the challenge. If the Trader selects a payout in Crypto then the payment provided will charge 0.5% commission which will be deducted from the payout amount. If the Trader selects a payout using the Rise network then a flat-fee of $5 will be charged and deducted from the payout amount.

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 Challenge. The Trader is not entitled to a refund of the fee, for example, if the Trader cancels the Trader's Client Dashboard or requests the cancellation by e-mail, if the Trader terminates the use of the Services prematurely (for example, fails to complete the Challenge or the Verification), fails to meet the conditions of the Challenge or the Verification, or violates these Conditions

10. CLIENT DASHBOARD AND TRADING PLATFORM

10.1 Only one Client Dashboard is permitted per Trader and all of the Trader's Services must be maintained in the Client Dashboard.

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 Dashboard 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 Dashboard or Trading Platform. Instant Funding bears no responsibility, and the Trader is not entitled to any compensation, for any misuse of the Client Dashboard, 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 Dashboard or Trading Platform and for damage or loss of any data or other content that you upload, transfer or save through the Client Dashboard or Trading Platform.

10.7 The Trader may at any time request the cancellation of the Client Dashboard by sending an e-mail to support@instantfunding.com.

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. RULES and PROHIBITED PRACTICES

The rules that govern our simulated accounts and services provided are detailed below. These are repeated on the website where you can find more information about each rule. The website contains information on the application of rules in our FAQ.

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.

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 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

11.9 Instant Funding may exercise any and all actions in this Clause 11.6 at its own discretion.

All our trading rules are clearly visible to our customers in both this terms and conditions agreement as well as on our website. Please find below a summary of our rules:

Rule Index	**Rule Category**	**Rule Name**	**Rule Definition**
P1	Product	Payout	Payout is an industry term for "Reward" where a trader may earn a certain financial return for making a simulated profit within a challenge. Each challenge sold has differing payout rules and these can be found on our website. Payout rules may different in terms of trading style or frequency a payout can be requested.
P2		Profit Target	Make a specified profit over your starting balance to pass the evaluation phase.
P3		Daily Drawdown	This is a daily loss limit. Don't let your losses exceed the specified percentage of your balance in a single day.
P4		Maximum Drawdown	This is the maximum amount a simulated account can lose before the account is breached and the account is closed. It is a percentage specified for each

			challenge.
P5		Profit Split	This is the amount of challenge profit that can be converted into a reward. It is a specified percentage for each challenge. Some challenges are able to purchase an add-on where a higher percentage is available for profit split.
P6		Scaling	To scale an account a customer must have achieved a minimum of 10% profit on their account. A proportion of this profit can be used to pay for the scaling of an account where the account size or available virtual capital is increased. The ratios of account size increase and costs of doing this differ for each challenge. Details per challenge are available on the website.
P7		Minimum Trading Days	Some challenges require the customer to trade for a minimum number of days before they are eligible for any reward. Minimum trading days differ per challenge. All details are available on our website.
P8		News Trading	Trading around a particular news event can make markets volatile. Trading news can be restricted on a challenge where the time period and frequency of trading over a news event may be prohibited. On some challenges

			News Trading is allowed and this restriction is lifted. Sometimes an Add-on can be purchased to allow trading around a News event. All details are available on our website.
P9		Weekend Holding	The differing prices between market close on a Friday compared to Market Open on a Monday can be significant causing prices changes a customer can utilise for their trading. Due to the volatility of such conditions whether weekend holding is allowed is specified for each challenge. Sometimes it is included in a challenge or it is available to be purchased as an add-on. All details are available on the website.
P10		Leverage	Leverage is the account multiplier for capital being traded. The Account Size is the equivalent of the starting balance for an account. A customer is then able to trade a multiple of this balance depending on leverage available for that asset type. Leverage multipliers differ for each asset category from Foreign Exchange (FOREX), Digital Currencies, Indices or Commodities. All details are available on our website.
R1	Risk Management	Trading Instruments	All our customers

			are able to trade any instrument provided by our market feeds across the 4 asset types we have available; Foreign Exchange (FOREX), Digital Currencies, Indices or Commodities. All instruments are detailed on our website.
R2	Risk Management; Prohibited Practices	Account Drawdown	Some challenges have an Account Drawdown rule. Account Drawdown takes the floating Equity of your current open positions, if this value is more than 2% of your Starting Balance, your positions will be automatically closed. Your account going forward will be on a 50% Profit Split. This gives traders a second chance in managing their risk when trades take an unexpected turn. If this is then violated again, your account is then breached.
R3		Major News Trading	Trading around major news events can create extreme volatility. To ensure fairness and responsible trading, we apply restrictions on positions opened or closed near these events, unless you've purchased the News Trading Add-on or it is included in the Product.
R4		Copy Trading Between Unrelated Accounts	It is prohibited to copy trades from accounts that do not belong to the trader.
R5		Usage of Expert	The use of public

		Advisors (Eas)	third-party EAs is restricted. Publicly available **third-party Expert Advisors (EAs), algorithms, or bots** are not permitted. o maintain a fair platform, we only support first-party automated tools (EAs, algorithms, or bots).
R6		Reverse Trading and Group Hedging	It is prohibited to reverse trade across accounts. This involves taking opposite positions on the same asset using multiple accounts, effectively eliminating personal risk.
R7		Group Copying & Account Management	It is prohibited to group copy between accounts. This occurs when clients use the same public expert advisor with identical settings or when trades are copied automatically or manually from another trader.
R8		High-frequency trading (HFT)	It is prohibited to High-Frequency trade where a customer places trades within 60 seconds or less of each other. A minimum of 60 seconds is required to hold a trade.
I1	General Rules	Time limit	Each Challenge account is subject to a product rule of inactivity. If an account has not traded in 60 days it is automatically closed. Some challenges accounts are specified with a

			time limit where after that limit expires the account is automatically closed. Which challenge accounts are restricted with a time limit is specified on our website
I2		Overleveraging	It is prohibited to overleverage an account. This occurs when trading activity exceeds the allowable lot size limit for a specific account type, significantly increasing the risk of losses. Lot size limits are specified for each challenge account on our website.
I3		Max Risk Per Position	Some challenge accounts prohibit risking or losing more than **50% of the account's starting daily drawdown** at any time in one trade idea. This is considered gambling, and constitutes a hard breach. A trade idea includes all open positions on a single instrument in the same direction. **Closing and reopening** a position in the same direction on the same instrument within **10 minutes** is treated as the same trade idea and does not reset the limit. Which challenge accounts are restricted for this rule is specified on our website
I4		Martingale	Some challenge accounts prohibit

			martingale as a trading strategy. The strategy involves increasing positional notional volume after each trade, aiming to recover previous losses or amplify winnings on subsequent trades. Which challenge accounts are restricted for this rule is specified on our website
I5		Grid Trading	It is prohibited to use a grid trading strategy. This is where traders place buy and sell orders at regular intervals above and below a set price, aiming to capture profits as the market fluctuates.
I6		Improper Day Padding	Some challenge accounts prohibit Improper Day Padding. If a challenge account includes a minimum trading day requirement, each trading day must reflect your normal trading behavior. Which challenge accounts are restricted for this rule is specified on our website.
I7		One-Sided Bets	It is prohibited to execute One-Sided Bets. This is the practice of taking positions in a single direction without proper analysis or consideration of market trends, often leading to excessive exposure.
I8		Account Churning (Rolling)	It is prohibited to execute Account Churning. This refers to repeatedly opening and closing

			multiple funded or challenge accounts within a short period. It often involves high-risk trading that leads to account breaches, followed by immediate attempts to start new challenges. This behavior violates our commitment to disciplined trading and disrupts fairness in the evaluation process.
I9		Exploiting System Glitches	It is prohibited to exploit system glitches. This is the practice of taking advantage of system errors, such as inaccuracies in price displays or delays in updates, are not allowed.
I10		Exploiting Inefficiencies of Trading Platforms	It is prohibited to exploit inefficiencies of Trading Platforms. This involves exploiting data feeds, including latency arbitrage, reverse arbitrage, gap trading, toxic order flow, tick scalping, and server execution.
I11		Prohibition of VPNs and Sharing of IPs	We do not tolerate trading from Servers, VPS, under a VPN or similar strategies, this included sharing IP(s) between multiple users.
I13		Duplicate Wallet Addresses	We do not tolerate more than one wallet per account to ensure Identification of account user is legitimate.
I14		Prohibition of Arbitrage Strategies	It is prohibited to exploit pricing differentials for whatever reason, whether this is the

			use of quantitative models to exploit short-term pricing inefficiencies or volatility skews or pricing delays.

8. Enhanced Due Diligence (EDD) and Risk Team Verification

In certain circumstances, Instant Funding may require additional verification to ensure the legitimacy and compliance of a trader's activities. This may include, but is not limited to, the following measures:

8.1 Detailed Interviews: Instant Funding's risk team may conduct a detailed interview with the trader, which may include a video call or other forms of direct communication. The purpose of this interview is to: Verify the trader's identity and ensure compliance with Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements.

8.2 Assess the trader's understanding of trading practices, strategies, and adherence to Instant Funding's trading rules.

8.3 Investigate any unusual or suspicious trading patterns that may indicate prohibited practices or violations of these GTC.

8.4 Documentation Requests: The trader may be required to provide additional documentation or evidence to support their trading activities, including but not limited to:

8.5 Proof of identity (e.g., passport, national ID, or driver's license).

8.6 Proof of residence (e.g., utility bill or bank statement).

8.7 Explanation of trading strategies and methodologies.

8.8 Ongoing Monitoring: Instant Funding reserves the right to monitor trading activities continuously and may request further clarification or verification at any time during the trader's use of the Services.

8.9 Consequences of Non-Compliance: If a trader fails to comply with the Enhanced Due Diligence (EDD) process, including refusing to participate in an interview or provide requested documentation, Instant Funding may

8.10 Suspend or terminate the trader's account.

8.11 Exclude specific trades or trading results from consideration for rewards.

8.12 Cancel any pending payouts or rewards.

8.13 Confidentiality: All information collected during the EDD process will be handled in accordance with Instant Funding's Privacy Policy and applicable data.

13. DISCLAIMER – SIMULATED OR HYPOTHETICAL PERFORMANCE

13.1 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. I other words, a relatively small market movement can lead to a proportionately large movement in the value of your virtual account value; this can work against you as well as for you.

14. LIMITATION OF LIABILITY

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. INDEMNITY

15.1 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.

16. TERM AND TERMINATION OF THIS AGREEMENT

16.1. 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.

16.2. 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.

16.3. 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:

16.3.1. any representation of the Trader proves to be untrue;

16.3.2. 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.

16.4. Given that the provision of the Services requires active access of the Trader to the Client Dashboard, these GTC shall also be terminated at the moment when the Trader loses access to the Client Dashboard, irrespective of the reason for such loss.

16.5. 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.

16.6. 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.

17. DATA AND INTELLECTUAL PROPERTY

17.1. Your personal data is processed in accordance with the Privacy Policy.

17.2. Instant Funding shall own all right, title and interest in and to all of the Data.

17.3. Instant Funding shall not provide storage, back up and/or archiving facilities or services for the Data.

17.4. Instant Funding shall not be liable or responsible for retrieving any Data.

17.5. 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:

17.5.1. 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;

17.5.2. 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;

17.5.2.1. 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;

17.5.2.2. 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

17.5.2.3. 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.

17.5.3. 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.

18. CONFIDENTIALITY, IP PROTECTION AND

COMPLIANCE WITH POLICIES

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. The Trader acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Instant Funding's Confidential Information.

18.6. 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.

18.7. The Trader shall not:

18.7.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

18.7.2.

18.7.3. and except to the extent expressly permitted under these Conditions (and any Trader Terms)

18.7.4. 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

18.7.5. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

18.7.6. leave a public review which is unsubstantiated, not accurate or constructive and is

18.7.7. unnecessarily harmful against the Instant Funding brand.

18.7.8. access all or any part of the Services and Documentation in order to build a product or

18.7.9. 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

18.7.10. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 18.

18.7.11. 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.

18.7.12. The Trader shall not reverse engineer, copy, bug fix, correct, update, transfer, reproduce,

18.7.13. 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.

18.7.14. 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.

18.7.15. 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

19. VARIATION

19.1. 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.

20. ASSIGNMENT

20.1. 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.

20.2. Instant Funding may at any time assign, transfer, charge, sub-contract or deal in any other

20.3. manner with all or any of its rights or obligations under this Contract.

21. NOTICES & COMMUNICATION

21.1. 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.

21.2. 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.com

21.3. Written communication also includes written electronic communication by e-mail.

22. COMPLAINTS & DISPUTES

22.1. You can file a complaint by sending an e-mail to the “complaints@instantfunding.com” 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.

23. ENTIRE AGREEMENT

23.1. 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.

24. COUNTERPARTS

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

25. GOVERNING LAW & JURISDICTION

25.1. 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.

25.2. 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).