

TERMS & CONDITIONS

1. Nature of Service

FundedXM offers access to simulated trading environments strictly for educational and evaluation purposes. All trading activities take place in demo platforms using virtual funds. We do not offer or facilitate real-money trading, live market execution, investment advice, portfolio management, employment, or allocation of real capital. No real trades are executed. No actual investment occurs. Users are evaluated solely based on their performance within our simulated environment.

2. Eligibility

To use our services, you must be at least 18 years old, legally able to enter into binding agreements, and comply with all applicable local laws. We reserve the right to deny access to any user at our sole discretion for suspected abuse, non-compliance, or fraudulent behavior. We may require age or identity verification, and accounts may be suspended immediately if a user is found to be underage or in breach of local laws.

3. Fees and Payments

Users may purchase access to one or more evaluation programs by paying the applicable access fee. All payments are final and non-refundable unless explicitly stated in writing. By purchasing a challenge, you acknowledge that you are paying solely for access to a simulated trading environment. No payment guarantees live capital, and any rewards or bonuses offered are discretionary and not guaranteed.

4. Simulated Trading and User Conduct

Participants must follow all trading rules and timeframes set by each specific challenge. The following actions are strictly prohibited:

Use of third-party trading signals or copy-trading services Exploitation of latency, demo platform bugs, or software loopholes Coordinated trading between multiple accounts

Sharing login credentials

Specific rules include:

News trading is restricted unless the News Add-On is purchased Weekend trading is prohibited without the proper Add-On Direct Funding accounts are subject to maximum risk rules Daily (4%) and total (8%) drawdown limits must be respected for any withdrawal FundedXM reserves the right to investigate violations and take enforcement actions to maintain program integrity. Users may contact support to request a review of any enforcement decisions.

5. Discretionary Rewards

FundedXM may, at its sole discretion, provide performance-based rewards to users who meet specific evaluation criteria. These rewards are promotional in nature, not guaranteed, and do not constitute any form of income sharing, employment offer, or investor relationship. No part of your participation should be interpreted as a guaranteed or typical income opportunity. For more information, refer to our legal disclosures.

6. No Investment or Advisory Relationship

FundedXM is not a registered broker-dealer, investment adviser, futures commission merchant, or trading exchange. We do not manage client funds, provide financial advice, or execute live trades. Terms like "trader," "funded," or "account" are used strictly to describe a user's status within the simulated program.

7. Intellectual Property

All content, software, branding, and technologies used by FundedXM are the exclusive property of the company or its licensors. Unauthorized copying, redistribution, reverse engineering, or misuse of the platform is strictly prohibited.

8. Limitation of Liability

To the maximum extent permitted by law, FundedXM shall not be liable for indirect or consequential damages, loss of income, data, or reputation, nor for service interruptions, software errors, or third-party technology failures. Your use of the platform is at your own risk. Total liability, if any, shall not exceed the amount paid by the user in the 30 days prior to any claim.

9. Governing Law & Dispute Resolution

These Terms shall be governed by the laws of the State of Florida, without regard to its conflict of law principles. All disputes will be resolved through binding arbitration in Miami, Florida. You waive your right to participate in any class-action proceedings. By using our services, you agree to these Terms, including the arbitration clause and class-action waiver.

10. Amendments and Updates

We reserve the right to modify these Terms & Conditions at any time. Continued use of our services after changes are posted constitutes your acceptance. We recommend reviewing these Terms periodically.

11. Contact

For any questions regarding these Terms & Conditions, please contact us at: support@fundedxm.com

12. Rules & FAQ Compliance

The official Rules and FAQ section located at https://fundedxm.crunch.help/en is an integral part of these Terms. By using our services, you agree to:

- Regularly review the FAQ for updates and rule changes
- Comply with all current and future rules listed therein
- Understand that violations may result in account termination, disqualification, or forfeiture of any reward, at our sole discretion
- The FAQ is a dynamic extension of these Terms & Conditions and carries full legal weight.

13. Refund Policy & Risk Assessment

By accepting these Terms & Conditions, you acknowledge that you have read and understood our Refund Policy. FundedXM reserves the right to deny refunds to users who are, at our sole discretion, deemed to pose a financial, operational, or reputational risk to our company.