

1. INTRODUCTION

- 1.1. The terms and conditions in this agreement applies to and between you, the User of this Website and Finotive Funding Kft (www.finotivefunding.com), with a registered office 1054 Budapest, Honvéd utca 8.1.em. Hungary, (Identification No.: 01-09-384153), registered in the IGAZSÁGÜGYI MINISZTERIUM CÉGINFORMÁCIÓS ÉS AZ ELEKTRONIKUS CÉGELJÁRÁSBAN KÖZREMŰKÖDŐ SZOLGÁLAT, a part of Finotive Group Kft with a registered office 1138 Budapest, Duna Tower, Népfürdő u. 22, Hungary, (Identification No: 01-09-383576), registered in the IGAZSÁGÜGYI MINISZTERIUM CÉGINFORMÁCIÓS ÉS AZ ELEKTRONIKUS CÉGELJÁRÁSBAN KÖZREMŰKÖDŐ SZOLGÁLAT. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website and our service. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using this website and service operated by Finotive Funding Kft ("us", "we", or "our").
- 1.2. In this Agreement "you" and "your" refer to users and prospective users of our website, "we", "company", "us" and "our" refer to Finotive Funding Kft and "Service" refers to the services provided by us. "Parties" and "Party" refers to both users and ourselves, or either the user or ourself respectively. All terms refer to the offer, acceptance and consideration necessary to undertake the process of our assistance to our customers in the most appropriate manner, for the express purpose of meeting the customer's needs in respect of the provision of the Company's stated services, in accordance with and subject to, prevailing laws. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.
- 1.3. Any and all use of our services is subject to this Agreement, which may be updated by us from time to time without prior notice to users of our website and/or service. Any change of terms shall be binding and effective upon posting of the revised Agreement on our website. In addition to this Agreement, specific services or information contained within this website may be subject to additional posted terms or guidelines applicable to such services. All such terms or guidelines are hereby incorporated by reference into this Agreement. 1.4. By using www.finotivefunding.com (the "Site") or any of our services ("Services"), you agree to follow and be bound by these Terms of Services (the "Terms of Services") and agree to comply with all applicable laws and regulations.

2. AGE RESTRICTION

- 2.1. This Site is offered and available to users who are 18 years of age or older. By agreeing to these Terms and using our service, you represent that you are of legal age to use the website.
- 2.2. This age restriction may differ from country to country. By using this Site and our application, you represent and warrant that you are of legal age within your jurisdiction or country to form a binding contract and meet all of the foregoing eligibility requirements.

3. UNAUTHORISED ACCESS

- 3.1. It is unlawful to try and gain unauthorised access to this site, its servers, or any computer or database connected to this Site. You must not attack this site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you will be committing a criminal offence. In the event of such a breach, your right to use this Site will cease immediately. We will report any such breach to the relevant law enforcement authorities.
- 3.2. We will not be liable for any loss or damage caused by a distributed denial-of- service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on them, or on any website linked to them.

4. OUR SERVICES/PROCESS

- 4.1. The Finotive Funding Kft website (www.finotivefunding.com) provides a platform and tools for simulated foreign exchange trading on the FOREX market or trading with other instruments on other financial markets. The website also provides access to applications made available by Finotive Funding Kft and other third parties. The stimulated training can be used by users as an educational tool or as an ancillary service.
- 4.2. Our Services and Platform are CURRENTLY available as a simulator and not a real live trading platform. We assume no responsibility or liability in connection with any attempt to use your Account for reasons we do not support (including trying to trade real live accounts).
- 4.3. You acknowledge that any trading that you perform through the Service is not real. Funds provided to you during Phase 1 and Phase 2 are simply for trading on a Live Non-Execute trading account and you have no right beyond the scope of their use within our service. You are not entitled to those funds and they will not be used for real live trading. Unless expressly agreed otherwise and in conjunction with our Funded Trader Agreement, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.
- 4.4. Our services for FX, Metals, Commodities, Indices and CRYPTO are all only quoted 24/5. Although you can hold positions over the weekend we offer no pricing, thus meaning you cannot open, close or modify any positions from Friday market close until Sunday market open.
- 4.5. Due to the fact we are trading on live servers however non execute, all trading experience will be that of live conditions. This means you may experience positive or negative slippage. If you are holding positions over the unquoted weekend period positive or negative slippage may occur and be significant.

5. ORDER PROCESS

- 5.1 To process an order for the service, the user must first register to gain access to the dashboard. From here, the user may choose to Open a new account, either a Challenge account or an Instant Funding account.
- 5.2 If the user successfully purchases a new account, their account details will be accessed from the dashboard.
- 5.3 The user can download the MetaTrader desktop platform via the dashboard.

6. FINOTIVE FUNDING ACCOUNT

- 6.1 Finotive Funding shall provide the Customer with access to a trading account (the "Finotive Funding Account"), which will be used within the Trading Platform as part of the Services. The Finotive Funding Account will be activated when the user places their first trade.
- 6.2 Access to the Finotive Funding Account, and thus also to the Trading Platform, is protected by login data that Finotive Funding will display in the Client dashboard and or via email.
- 6.3 The Customer shall not make available or provide the login data to the Finotive Funding Account, the Trading Platform, or the Client Dashboard to any third party. The Customer is responsible for the protection of login data and the Finotive Funding Account and for all activities that are performed through the Finotive Funding Account or the Trading Platform. Finotive Funding shall not be liable, and the Customer is not entitled to any compensation, for any misuse of the Finotive Funding Account, Trading Platform, or any part of the Services and for any negative consequences thereof for the Customer, if such misuse occurs for any reasons beyond the control of Finotive Funding.
- 6.4 The Customer acknowledges that the Trading Platform is fully outsourced. We have partnered with Ascot Prime for Brokerage services who use Meta Trader 4 as their trading platform and Match Liquidity as the liquidity provider. The contractual terms and conditions and privacy policy of the provider apply to the use of the Trading Platform.
- 6.5 All data provided by the Customer to Finotive Funding must be complete, true, and up to date. In the event of any change in the Customer's data, the Customer must immediately send a notification to Finotive Funding from the Customer's registered e-mail address; the notification must be accompanied by documents evidencing the change, if applicable. The Customer is responsible for all the provided data being always accurate and up to date; Finotive Funding is not obligated to verify the data.
- 6.6 The Finotive Funding Account and the Services may not be always available, such as during maintenance, upgrades, technical errors, or for any other reason. Finotive Funding shall not be liable, and the Customer is not entitled to any compensation;
- 6.6.1 for the unavailability of the Finotive Funding Account, the Dashboard, or the Trading Platform,
- 6.6.2 for any damages or loss of any data or other content that the Customer uploads, transfers, or saves via the Finotive Funding Account, the Dashboard or the Trading Platform,
- 6.6.3 or for any Finotive Funding's interventions or alterations in the Customer's Finotive Funding Account requested by the Customer.
- 6.7 The Customer is not entitled to any compensation, and it is entirely at the discretion of Finotive Funding whether compensation is provided to the Customer and in what form or amount; provided however, the limitation of liability within the meaning of Clause 11 is not to be affected thereby.
- 6.8 In order to use the Services, the Customer must obtain the appropriate technical equipment (smart phone, laptop or desktop PC) and software, including third-party software (e.g., software/operating system for the use of the Trading Platform), at the Customer's own risk and expense.
- 6.9 Finotive Funding does not warrant or guarantee that the Services will be compatible with any specific equipment or software. Finotive Funding provides no warranty as to the compatibility of the Services with any device, program, or add-on.

7. RESPONSIBLE TRADING POLICY

- 7.1 At Finotive we support responsible traders who show a talent for Trading. We do not support traders looking to cheat the system, or who trade with a gambling "all-or-nothing" mentality. We therefore have a Responsible Trading Policy for Traders to abide by.
- 7.2 Traders must abide by the following **General Trading Rules**;
- 7.2.1 It is prohibited to;
- (a) Use Trading Strategies which exploit errors in the service such as errors in the display of prices or delays in their update;
 - (b) Perform Trades using an external or slow data feed;
 - (c) Perform alone or in collusion with other persons combinations of traders with the purpose of manipulating trading, for example simultaneously entering opposite positions;
 - (d) Breach the Terms and Conditions of the Provider and Trading Platform;
 - (e) Use any software, artificial intelligence, high-speed or mass data entry which might give you an unfair advantage;
 - (f) Otherwise perform trades in contradiction with how trading should be performed in the financial markets, or in a way which causes Finotive Funding Financial harm;

7.3 Traders must abide by the following **Risk Management Rules**;

7.3.1 It is prohibited to;

- (a) Have **no more than 3** open positions of any lot size on the same instrument at any one time. For example, you may have 3 open positions of EURUSD, but if you open a 4th, your account will be terminated.

Aggressive Instant Funding accounts may have **no more than 6** open positions of any lot size on the same instrument at any one time.

This is an automated rule, which is checked by our system 24/5. Reports are generated by the system at the start of the European Session and the end of the New York Session, so any accounts breaching this rule at any point in the day will only receive an account termination email at these two times.

7.4 Traders must abide by the following **Automated Trading Rules**;

7.4.1 It is prohibited to;

- (a) Use Copy Trade Services unless copying internally between your own Finotive Funding Accounts;
- (b) Use MQL5 Signal Services;
- (c) Use Expert Advisors on Instant Funding Accounts including risk management EAs (except for the Finotive Funding Lot Size Calculator located on the Extras Tab within the Client Dashboard, or the MagicKeys Risk calculators)

7.4.2 Traders may;

- (a) Use Expert Advisors for Challenge Accounts but will have a fixed profit split of 25% and will not be allowed to Scale;
- (b) Use our Finotive Funding Lot Size Calculator EA on both Challenge and Instant Funding accounts;
- (c) Use the MagicKeys risk management calculators on both Challenge and Instant Funding accounts;

7.4.3 Traders may submit their EA source code in English for use on Challenge Accounts. Upon successful validation this will;

- (a) Increase their profit split and allow scaling;
- (b) Protect their EA source code as their intellectual property via a Non-Disclosure Agreement;
- (c) Require the Trader to submit all parameters used if they request a payout or account Scale;
- (d) Require a 75% similarity between trade history and a real-tick data backtest performed by Finotive Funding to qualify for a payout or account scale;

7.4.4 If the Trader breaches any of these Rules, Finotive Funding will terminate their Account with immediate effect and no Refund will be issued.

7.4.5 If the Trader breaches any of the Rules in collusion with another Finotive Funding Trader, all involved accounts will be terminated with immediate effect and no refund will be issued.

7.4.6 Finotive Funding reserves the right to Terminate any accounts which Finotive Funding has reasonable suspicion of wrongdoing. No refund will be issued.

7.5. To protect our capital and help our traders succeed we must monitor every account for signs of gambling or reckless trading. This could be in the form of;

- (a) Risking more than drawdown limits in open trades;
- (b) Trading large lot sizes around high-impact data releases;
- (c) Evidence of revenge trading;

Whilst these are not prohibited actions, if we feel that a trader has reckless behaviour, Finotive Funding reserves the right to take action against the trader. This may be in the form of a warning, removal of certain trades from the trader's history, or in severe cases, immediate account termination

8. **CHALLENGE ACCOUNTS**

8.1 The Customer must abide by all Rules set out in Clause 7.

8.2 Your challenge is activated when the user places their first trade. Once you open the Live Non-Execute trade and start trading on it, a contract is formed between you and Finotive Funding Kft and you will not be entitled to a refund thereafter.

8.3 If you do not open your Finotive Funding Challenge or open a Live Non-Execute trade after 30 days of Finotive Funding Kft sending your login details, we reserve the right to suspend and terminate our service without owing any refund to you. If successful to the Verification stage you must have opened your first Live Non-Execute trade within 30 days of moving to the Verification account otherwise we reserve the right to suspend and terminate our service without owing any refund to you.

8.4 The Finotive Funding Challenge last for 30 days after activation. The Finotive Funding Verification last for 60 days after activation.

8.5 For a user to qualify for the Finotive Funding Challenge Phase (1), the user must meet the following conditions by the end of the activation period for the Finotive Funding Challenge:

- 8.5.1 The user must have opened at least one (1) Live Non-Execute trade on account after activating the Finotive Funding Challenge for at least five (5) different calendar days;
 - 8.5.2 The user must at no time during the Finotive Funding challenge suffered a daily loss of more than 5% on any opened or closed Live Non-Execute transactions or suffer a loss that exceeds more than 10% of the previous day's closing equity on any opened or closed transaction;
 - 8.5.3 The user reported during the Finotive Funding challenge a total profit on all closed Live Non-Execute trades amounting to 9% of the initial capital;
 - 8.5.4 No day during the Finotive Funding challenge did the user report a loss on any closed or opened Live Non-Execute trades which is more than 5% of the previous day's closing equity.
- *** Initial capital shall mean the fictitious amount that the user has chosen when selecting the option of the Finotive Funding Challenge in order to trade on the Live Non-Execute trading platform.
- 8.6 If the user does not meet the criteria under clause 8.5, the Finotive Funding Challenge will be regarded as unsuccessful, and the user will not be recommended as a candidate for the Finotive Funding Verification phase.
 - 8.6.1 If a user finishes the Challenge stage after 30 days in profit without violating any of the drawdown criteria however does not meet the minimum profit target the user will receive a new Phase 1 Challenge account with their initial challenge balance free of charge to repeat the attempt.
 - 8.7 If a user meets the criteria under clause 8.5 without violating other terms herein this Agreement, Finotive Funding Kft will confirm the user's Finotive Funding Challenge performance as successful with a verification sent to the user. For a user to pass the Finotive Funding Verification (Phase 2), the user must meet the following conditions by the end of the activation period for the Finotive Funding Verification:
 - 8.7.1 The user must have opened at least one (1) Live Non-Execute trade on account after activating the Finotive Funding Verification for at least five (5) different calendar days;
 - 8.7.2 The user must at no time during the Finotive Funding Verification suffered a daily loss of more than 5% on any opened or closed Live Non-Execute transactions or suffer a loss that exceeds more than 10% of the previous day's closing equity on any opened or closed transaction;
 - 8.7.3 The user reported during the Finotive Funding Verification a total profit on all closed Live Non-Execute trades amounting to 7.5% of the initial capital;
 - 8.7.4 No day during the Finotive Funding Verification did the user report a loss on any closed or opened Live Non-Execute trades which is more than 5% of the previous day's closing equity.
 - 8.7.5 If a user finishes the Verification stage after 60 days in profit without violating any of the drawdown criteria however does not meet the minimum profit target the user will receive a new Phase 1 Challenge account with the initial challenge balance free of charge to repeat the attempt.
 - 8.8 If a user meets the criteria under clause 8.7 without violating other terms herein this Agreement, Finotive Funding Kft will confirm the user's Finotive Funding Verification performance as successful with a verification sent to the user. The User will be recommended as a candidate for the Finotive Funded Trader program. A user may request the evaluation of the Finotive Funding Verification used in making verification by sending an email to support@finotivefunding.com or by simply login into their account. The evaluation and verification of the Finotive Funding Verification will not occur until all trades have been closed.
 - 8.8.1 After 30 days of funded status if the user becomes entitled to a Reward Finotive Funding will pay the user their Profit Split and will also refund the initial Challenge Fee. This initial challenge fee will only be refunded if the user becomes entitled to a reward as a Funded Trader. More details will be laid out in the Funded Trader Agreement which the user will sign upon becoming a Funded Trader.
 - 8.8.2 In order to protect our capital, traders who have failed funded accounts on 2 or more occasions will be capped to a profit split of 25%, with no scaling options. When all losses have been covered by Finotive Funding's 75% profit share, the Trader will be reinstated to full profit split and account scaling options.
 - 8.9 If the user does not meet the criteria under clause 8.7, the Finotive Funding Verification will be regarded as unsuccessful, and the user will not be recommended as a candidate for the Finotive Funded Trader program and access will be restricted and the user would have failed Phase 2, the user would not be entitled to any refund.
 - 8.10 The user agrees and understands that the Finotive Funded Trader program is performed independently by a third-party. A recommendation by Finotive Funding Kft does not guarantee the user will be accepted on the program. The user may be required to fulfil other obligations outside those specified herein this Agreement by the third party. Should the user be accepted by the third-party for the Finotive Funded Trader Program, they may be required to sign a contract with such a third party. The user understands and agrees that the contract is strictly between them and such third-party and Finotive Funding Kft shall be held harmless for any damage or losses suffered by the user from entering into such contract with the third-party.
 - 8.11 Finotive Funding Kft reserves the right to change the conditions for the success of the Finotive Funding challenge at any time. This will not affect previous orders for the Finotive Funding challenge.
 - 8.12 If we discover at a later date that you have breached any term of this agreement (even after you have been accepted to the Finotive Funded Trader Program), we reserve the right to pull you out of the program and terminate our services to you. In the event this happens, you will not be entitled to a refund.
 - 8.13 The option selected for the Finotive Funding challenge will determine subsequent verifications. Thus, if a user is successful at the Finotive Funding Challenge, the same conditions/parameters applicable prior to the success of the Finotive Funding challenge will apply after verification including the user choice of options and currency. Once a user selects an option and currency of payment, it might prove impossible to change it except as may be stated or accepted herein this Agreement.
 - 8.14 If the Customer passes the Verification and becomes a Funded Trader, they will be required to read and sign a Funded Trader Agreement and also pass our KYC process before they are eligible for any Reward.
 - 8.15 If the Customer becomes a Funded Trader, they will have the option to scale their account if they meet particular targets which are laid out in the Funded Trader Agreement;
 - 8.15.1 This table lays out the scaling plan for each account size once Funded:

Account Type	Account Size	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Challenge	\$2,500	\$4,000	\$7,000	\$12,000	\$21,000	\$35,000	\$60,000	\$103,000	\$174,000	\$296,000
	\$5,000	\$9,000	\$14,000	\$25,000	\$42,000	\$71,000	\$121,000	\$205,000	\$349,000	
	\$10,000	\$17,000	\$29,000	\$49,000	\$84,000	\$142,000	\$241,000	\$410,000		
	\$25,000	\$43,000	\$72,000	\$123,000	\$209,000	\$355,000	\$603,000			
	\$50,000	\$85,000	\$145,000	\$246,000	\$418,000	\$710,000	\$1,207,000			
	\$100,000	\$170,000	\$289,000	\$491,000	\$835,000	\$1,420,000				
	\$200,000	\$340,000	\$578,000	\$983,000	\$1,670,000					

8.15.2 This table lays out the profit required to progress to the next scaling Phase. These percentage targets are reset between scales and are not a total increase from the original account balance.

Account Type	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Challenge	8%	9%	10%	11%	12%	13%	14%	15%	16%

8.15.3 This table lays out the profit splits available at each phase. This profit split cannot be taken out of profits submitted for scaling.

Account Type	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Challenge	75%	80%	85%	90%	95%	95%	95%	95%	95%

9. INSTANT FUNDING ACCOUNTS

9.1 Alternatively to a classic challenge account, customers may choose to purchase an instantly funded account which bypasses phases 1 and 2 and gives them immediate funded status.

9.2 Instant Funding accounts come in two options: Standard or Aggressive. The prices and rules differ depending on whether the account is standard or aggressive. These Rules can be seen in the table below;

	Standard	Aggressive
Initial Profit Target for Scaling	8%	16%
Max Drawdown	8%	16%
Max Daily Loss	5%	10%
Minimum for Profit Split	2.5%	5%
Minimum Account Age	5 Days	5 Days
Maximum Account Age	90 Days	90 Days
Initial Profit Split	55%	60%

9.3 Instant Funding accounts have a maximum lifespan of 90 days, beginning the moment the Customer places their first order to the market. This is referred to as the Reference Period. The time since the first order is placed is referred to as the Account Age.

9.4 The Customer is obligated to comply with the following parameters during trading under this Agreement:

9.4.1 during any Trading Day (23:00:01 CET to 23:00:00 CET the following day) in the Reference Period, neither the Customer's account balance or account equity can drop 5% or more of the Closing Balance of the previous Trading Day for Standard Accounts and 10% or more of the Closing Balance of the previous Trading Day for Aggressive Accounts. This is known as the Daily Drawdown Rule;

9.4.2 For example on an **Aggressive** account a customer's previous Trading Days closing balance is \$100,000, neither their equity nor balance can drop to or below \$90,000 within the following Trading day; if this was a **Standard** account neither their equity nor balance can drop to or below \$95,000 within the following Trading day;

9.4.3 during the Reference Period, neither the account balance nor the account equity of the Customer's Finotive Funding Account may fall to or below 8% of the account balance at the start of the Initial Reference Period for **Standard** accounts or 16% for **Aggressive** accounts. This is known as the Max Drawdown rule;

9.4.4 For example, a Customer trading a Standard \$100,000 account, neither their equity or balance can ever drop to or below \$92,000;

9.4.5 The Customer must also abide by all other rules set out in Clause 7.

9.4.6 Traders who have failed funded accounts on 3 or more occasions will be capped to a profit split of 25%, with no scaling options. When all losses have been covered by Finotive Funding's 75% profit share, the Trader will be reinstated to full profit split and account scaling options.

9.5 During the Reference Period, the Customer can choose to take regular profit splits on any profits made on their account, or they can choose to save up profits to achieve an account scale up.

9.6 Profits can be withdrawn on a weekly basis by logging into the Dashboard and requesting a pay-out. This can only be done once per week. All pay-out requests must be made by 14:00 (CET) so these can be processed. Any requests after 14:00 (CET) will be processed the following working day.

9.7 To be eligible for Profit Splits, the Customer must meet the following criteria:

9.7.1 Their Account age is at least 5 days and is less than 90 days;

9.7.2 They do not at any time within the Reference Period breach the Daily Drawdown Rule stated in Clause 9.4.1 or the Max Drawdown rules stated in Clause 9.4.3;

9.7.3 They achieve a minimum of 2.5% closed profit for Standard accounts or 5% closed profit for Aggressive accounts. The customer must not have any open positions when the pay-out is requested.

- 9.8. To be eligible for an Account Scale, the Customer must meet the following criteria:
- 9.8.1. Their Account age is at least 5 days and is less than 90 days;
- 9.8.2. They do not at any time within the Reference Period breach the Max Drawdown Rule stated in Clause 9.4.1;
- 9.8.3. They achieve a minimum of 8% closed profit for Standard accounts or 16% closed for Aggressive accounts. The customer must not have any open positions when the scaling is requested.
- 9.9. The Scaling Plan is set out below:
- 9.9.1. This table lays out the scaled account sizes for each initial account size in each Phase:

Account Type	Account Size	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Standard	\$2,500	\$4,000	\$7,000	\$12,000	\$21,000	\$35,000	\$60,000	\$103,000	\$174,000	\$296,000
	\$5,000	\$9,000	\$14,000	\$25,000	\$42,000	\$71,000	\$121,000	\$205,000	\$349,000	
	\$10,000	\$17,000	\$29,000	\$49,000	\$84,000	\$142,000	\$241,000	\$410,000		
	\$25,000	\$43,000	\$72,000	\$123,000	\$209,000	\$355,000	\$603,000			
	\$50,000	\$85,000	\$145,000	\$246,000	\$418,000	\$710,000	\$1,207,000			
	\$100,000	\$170,000	\$289,000	\$491,000	\$835,000	\$1,420,000				
Aggressive	\$2,500	\$5,000	\$10,000	\$20,000	\$40,000	\$80,000	\$160,000	\$320,000	\$640,000	\$1,280,000
	\$5,000	\$10,000	\$20,000	\$40,000	\$80,000	\$160,000	\$320,000	\$640,000	\$1,280,000	
	\$10,000	\$20,000	\$40,000	\$80,000	\$160,000	\$320,000	\$640,000	\$1,280,000		
	\$25,000	\$50,000	\$100,000	\$200,000	\$400,000	\$800,000	\$1,600,000			
	\$50,000	\$100,000	\$200,000	\$400,000	\$800,000	\$1,600,000	\$3,200,000			
	\$100,000	\$200,000	\$400,000	\$800,000	\$1,600,000	\$3,200,000				

- 9.9.2. This table lays out the profit required to progress to the next scaling Phase. These percentage targets are reset between scales and are not a total increase from the original account balance.

Account Type	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Standard	8%	9%	10%	11%	12%	13%	14%	15%	16%
Aggressive	16%	18%	20%	22%	24%	26%	28%	30%	32%

- 9.9.3. This table lays out the profit splits available at each phase. This profit split cannot be taken out of profits submitted for scaling.

Account Type	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Standard	55%	60%	65%	70%	75%	75%	75%	75%	75%
Aggressive	60%	65%	70%	75%	75%	75%	75%	75%	75%

- 9.9.4. For example, the Customer purchases a \$25,000 **Aggressive** Instant Funding account. Within the 90 day reference period they make 16% profit, they can choose to scale their account to Phase 1 which would give them a new account balance of \$50,000. During the next 90 day period, they must make 18% profit on their new \$50,000 balance to progress to Phase 2. Alternatively, if they decide to take a profit split on any profits over 5% as per Clause 9.7.3, they would be entitled to a 65% Reward as per table 7.9.3 rather than 60% which is the initial Reward as per table 9.9.3.
- 9.9.5. If the trader doesn't get scaled within 90 days but makes some profit, they will receive a profit split and then their account will be reset for another 90 days. If no profit is achieved in the 90 days, their account will be terminated even if they have received a profit split previously.
- 9.9.6. The customer may receive both profit splits and an account scaling within the Reference period as long as conditions in both Clauses 9.7 and 9.8 are all met.

10. PAYMENT AND FEES

- 10.1. The fee for the Finotive Funding Challenge varies on the option a user selects (and other factors such as the amount of the initial capital, the conditions to be fulfilled for the Finotive Funding challenge etc.) when completing the registration/order form. Below are available options and their fees for the Finotive Funding Challenge and Verification:

Options and Prices for the Finotive Funding Challenge Accounts

Account Size	Standard	Swap-Free
\$2,500	\$50	\$60
\$5,000	\$75	\$100
\$10,000	\$100	\$150
\$25,000	\$150	\$200
\$50,000	\$300	\$400
\$100,000	\$500	\$625
\$200,000	\$950	\$1,100

Options and Prices for the Finotive Funding Instant Funding Accounts

Account Size	Standard		Aggressive	
	Standard	Swap-Free	Standard	Swap-Free
\$2,500	\$95	\$120	\$165	\$210

\$5,000	\$190	\$240	\$330	\$420
\$10,000	\$335	\$420	\$660	\$780
\$25,000	\$525	\$625	\$1340	\$1500
\$50,000	\$1055	\$1200	\$2400	\$2600
\$100,000	\$2100	\$2300	\$5280	\$5555

- 10.2 Notwithstanding the foregoing under clause 10.1, we reserve the right to provide our service on different conditions to any individual or legal entity at our sole discretion. Prices/fees are not fixed and may be subject to change at any time without any reference to you. Any change in prices/fees only affect future orders. We may offer a discount or promo/vouchers from time to time, but this is subject to change and shall be at our sole discretion. Once the promo or discount/voucher ends, you will be charged the standard price for the product. We have the right to end this discount or promo at any time without any reference to you.
- 10.3 Payment of fees is always accepted in United States Dollars (USD). If payment is made using currencies not available on the website, the user agrees that such payment will be subject to the market exchange rate at the time of payment.
- 10.4 Payment can be made using credit/debit cards via Stripe, or using Cryptocurrency using UTrust. Payments made will be taken immediately. The user agrees to pay all charges incurred in paying the fees through the user's selected payment service provider. The user agrees to make payment in full as quoted by Finotive Funding Kft.
- 10.5 You may be asked to supply certain information relevant during payment. This may include, without limitation, your name, your phone number, house address, email address, billing address, card details and any such information needed by us for you to complete payments. None of this information will ever be seen, stored or held by Finotive Funding but will be encrypted by either Stripe or UTrust.
- 10.6 Service charges are inclusive of all taxes. If a user is a legal entity or a trader, it is his/her responsibility to pay all required taxes in relation to using the service.

11. REFUND AND CANCELLATION POLICY

- 11.1 Payments made on this website are final with no recourse to a refund. Fees paid on the website is for access to the Finotive Funding challenge or services provided under it.
- 11.2 Notwithstanding the foregoing under clause 11.1, a user may request a cancellation for the service or withdraw from the contract within 14 days of placing an order without giving a reason. The user must send an email to support@finotivefunding.com to complete the withdrawal from the contract and cancel the order. Once we have received the email, we will send a confirmation and process a refund. Refunds will be made to the original payment method used by the user in placing the order. PLEASE NOTE THAT CANCELLATION AND REFUNDS UNDER THIS CLAUSE ARE NOT AVAILABLE IF A USER HAS MADE A TRADE ON THEIR ACCOUNT WITHIN THE 14 DAYS STATED UNDER THIS CLAUSE. SHOULD THE USER PLACE A TRADE ON THEIR ACCOUNT WITHIN 14 DAYS OF MAKING AN ORDER, THE USER SHALL NOT BE ENTITLED TO A REFUND UNDER THIS CLAUSE.
- 11.3 If a user chooses to cancel their account after trading on it or fails to meet the conditions of the Finotive Funding Challenge after completion or verification or violating any terms of this Agreement, then the user will not be entitled to a refund even if the order or contract is cancelled.
- 11.4 In the event of a defective service, where we have been unable to deliver the services as promised, you must notify us immediately of such defective service. Once we have been informed, we will within 30 days of receiving the complaint try and remedy the defective service. If we are unable to remedy the defective service after the said 30 days, you may choose to withdraw from the contract by sending an email to support@finotivefunding.com or claim a reasonable discount. If you choose to withdraw from the contract, we will provide a refund of any fees already paid.
- 11.5 You must not unjustifiably dispute a fee or payment you made either through a chargeback, dispute services or other similar methods. If you make such illegitimate claim for a refund or cancellation (e.g., through chargeback services, dispute services, or other similar services), we reserve the right at our sole discretion to cancel our service to you and refuse any future use of our website and services.

12. FRAUDULENT TRANSACTIONS

- 12.1 If in any event, there is a claim that our service has been used fraudulently and/or for illegal activities, we will co-operate with authorities who shall investigate this and if they find this to be true, we will flag and blacklist such user from ever using our services.
- 12.2 In the event of any claim that your payment card has been used without your permission or any other fraudulent use of payment cards, we will assist the bank and police authorities with any investigations including providing them with all relevant details about you, card authentication and any communications through or related to the website and services previously ordered.

13. INTELLECTUAL PROPERTY

- 13.1 Subject to other terms in these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Finotive Funding Kft (www.finotivefunding.com), our affiliates or other relevant third parties. By continuing to use the Website, you acknowledge that such material is protected by applicable Intellectual Property right laws. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by us.
- 13.2 Finotive Funding Kft hereby grants you a limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the information provided on our website (www.finotivefunding.com) for your personal, non-commercial use and in accordance with the purpose for which the Services are provided. You are not permitted to sell or otherwise transfer the use of such information to any third-party without the express written consent of Finotive Funding Kft.

14. LINKS TO OTHER WEBSITES

14.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Finotive Funding Kft (www.finotivefunding.com) or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out their use. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or those in control of them. We advise that you read through their terms carefully before using the linked sites.

15. ACCOUNT AND USER INFORMATION

15.1 You may be required to fill out some information when registering or completing the order form for the use of our service. You must not impersonate someone else, create or use someone else's identity other than your own.

15.2 By continuing to use this Website, you represent and warrant that

- (a) all information you submit is accurate and truthful;
- (b) you have permission to submit Payment Information where permission may be required; and
- (c) you will keep this information accurate and up to date.

15.3 Any data provided on the order form can be changed, corrected or updated on your account/profile. You are responsible for the information you provide and agree to inform us should any of the information changes. We are not obligated to verify any data provided to us.

15.4 We accept no liability for any losses or damages incurred as a result of your login details or other information about your account being shared by you. If you use a shared computer, it is recommended that you do not save your account details in your internet browser. If you have reason to believe that your Account details have been obtained by another without consent, you should contact Finotive Funding Kft immediately to suspend transactions or trading on your account.

15.5 Users are only allowed one email account login. It is a violation of our terms for a user to create multiple accounts.

15.6 The total number of Finotive Funding challenge and verification per user could be limited depending on the amount of the initial capital for the option ordered by the user or other conditions as may be set by Finotive Funding Kft. The initial capital should not be transferred between products (either individual or mutually combined). Users may not also transfer or combine performance, data, parameters or other information between products.

15.7 Access to your account and/or the platform is through your login details. You should not share access to your account with any third party without our express written approval. We will not be held responsible for any damage suffered from sharing your login details. If you are a legal entity (such as a company), you may share access with your employees, affiliates or representatives. Any activity performed on your account is your sole responsibility and we will not be held responsible for any misuse of your account or trading platform.

15.8 Users may at any time request the cancellation or termination of their account or Live Non-Execute trading platform by sending an email to support@finotivefunding.com. Users understand that should we cancel or terminate their account upon request, all services will cease with no recourse to a refund.

15.9 As an entrepreneur (trader) using the service, you may be required to provide an identification number or a tax registration number. If you provide us with such information, you will be regarded as an entrepreneur and some terms or offers herein this Agreement may not be applicable to you.

15.10 The Trader gives Finotive Funding permission to use any Funded Status and Withdrawal certificates as promotional material, to be used on any platform. This allows Finotive Funding to use these certificates as proof to prospective Traders.

16. USE OF THIS WEBSITE

16.1 When using the website and our service, you shall act in accordance with the following rules:

- (a) The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- (b) You must be polite to our staffs should you ever contact them. You shall not use any swear word or make any racist, sexist, threatening words towards them;
- (c) You must not display, publish, copy, print, post, modify or otherwise use the Site and the information contained therein for the benefit of any third party or website without our prior written consent;
- (d) You must not use our site or services available on it for illegal activities;
- (e) Any attempts to publish or send malicious content through spyware and viruses or other similar things, with the intent to compromise another member's account or computer environment is strictly prohibited;
- (f) You must not use any robot, spider, site search/retrieval application, or other automated devices, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content.
- (g) You acknowledge that your access to and use of the Services may be restricted or prohibited by laws in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

17. TERMINATION AND CANCELLATION

17.1 We may terminate your transaction if we observe you have breached any terms of this agreement. You will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, Finotive Funding Kft reserves the right to terminate your account or contract with us at any time without any notice to you.

17.2 We may also terminate your contract or account with us as specified under the clauses of this Agreement.

18. OUR RESPONSIBILITIES

- 18.1 Your safety when using our site is paramount to us. Hence, all reasonable skill and care shall be taken to ensure your safety when using our website. Please kindly note that whilst your security is paramount to us, remember that no method of transmission over the Internet is 100% secure. While we strive to use commercially acceptable means to protect the users of our website, we cannot guarantee its absolute security.
- 18.2 We will do our best to maintain the operation of the Site for the Service, however, we may need to temporarily suspend the Service for operational reasons (e.g., for repairs, planned maintenance or upgrades). We promise to restore the Service as soon as reasonably possible after any suspension. We will not be liable for any damages or losses suffered by a user due to the inoperability of the website.
- 18.3 If we cannot do what we have promised in these Terms because of something beyond our reasonable control (including, without limitation, disputes involving our employees, affiliates, partners, a shutdown or interruption on the trading), we will not be liable for this.

19. DISCLAIMERS

- 19.1 We do not make any warranty or representation that the Website will meet your requirements, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate.
- 19.2 You understand that the financial market is very volatile/unpredictable and could result to complete loss of any initial capital. Thus, we make no guarantee of any specific results from the use of our Service. The services provided "as is" and we do not make any guarantee from the use of such service. You use our service at your own risk. We do not guarantee any profit or interest from using our platform. We shall not be held liable for any loss suffered if you act in any way outside of the service provided.
- 19.3 Whilst every effort has been made to ensure that all descriptions of Services available on www.finotivefunding.com correspond to the actual Services, we are not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.
- 19.4 Any previous performances and profits are not a guarantee or indication of any future earnings or trades.
- 19.5 Whilst we do our best to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their security, personal details and computers. You understand that to use our service, you may require some technical equipment and software. It is your responsibility to purchase such equipment and software (including third-party software such as the trading platform). All purchases of the equipment and software shall be at your own expense and risk. We make no guarantee that our service will be compatible with any specific equipment or software.
- 19.6 Third-party websites with links from the Site have not been verified or reviewed by Finotive Funding Kft. Your use and access to such third-party websites are made at your own risk.
- 19.7 You acknowledge and agree that Finotive Funding Kft is not in control or operates the trading platform. The trading platform's terms, and conditions, privacy and cookies policy will therefore apply to your transaction on such platform. We recommend that you read through their terms and conditions, privacy and cookies policy before using the trading platform.
- 19.8 Information provided on this website does not constitute investment advice, financial advice, trading advice, or any other sort of advice and you should not treat any of the website's content as such. We do not recommend that any trade should be entered into. All activities carried out on the trading platform are at your discretion and you shall not hold Finotive Funding Kft responsible for such trading actions.

20. MODIFICATION OF SERVICE AND THESE TERMS AND CONDITIONS

- 20.1 Finotive Funding Kft (www.finotivefunding.com) reserves the right to change the Website, its Content, any function or conditions of the services provided or these Terms and Conditions at any time. We shall provide you with reasonable notice if we make any change to these Terms and conditions except where we are required by law to make any changes to Terms and Conditions, these changes will apply automatically to any transaction currently pending in addition to any transaction placed by you in the future. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes.

21. LIMITATION OF LIABILITY

- 21.1 To the maximum extent permitted by law, www.finotivefunding.com accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, any information contained therein or use of our service. Users should be aware that they use the Website, its content, services at their own risk. We accept no liability for any disruption or non-availability of our Website, any third-party services or website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 21.2 Unless it is caused by us and is reasonably foreseeable, we will generally not be liable for:
- (a) any incorrect or inaccurate information on the Site and all interruptions to or delays in updating our website/Service;
 - (b) the infringement by you of any third-party Intellectual Property Rights;
 - (c) any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Site, or from transmissions via emails or attachments received from www.finotivefunding.com or its licensees.

22. INDEMNIFICATION

- 22.1 You agree to defend, indemnify and hold harmless Finotive Funding Kft, its employees, directors' shareholders, from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:
- (a) your use of and access to our site (www.finotivefunding.com) and our Services;
 - (b) your violation of any term or condition of this Agreement, including without limitation, your breach of any of the representations and warranties contained herein;
 - (c) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights;
 - (d) your violation of any applicable law, rule or regulation;
 - (e) any fraudulent behaviour, wilful misconduct or gross negligence;
- 22.2 The parties hereby warrant to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party.

23. NO WAIVER

- 23.1 Any default, delay or omission of any of the provisions of this Agreement by either Party will not be construed as a waiver of any subsequent breach of the same or other provisions. We are entitled to still pursue any omitted or failed payment by you at any time.

24. SEVERABILITY

- 24.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

25. RESOLVING DISPUTES

- 25.1 If a dispute between a user and Finotive Funding Kft is not resolved through an informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to the parties. The cost of any mediations or arbitrations shall be borne by the party bringing a claim.
- 25.2 Nothing stated herein shall prevent either Party at any time from:
- (a) seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy;
 - (b) pursuing court proceedings, where that Party considers it reasonable to do so; or
 - (c) exercising any rights and remedies that may be available to it in respect of a breach of the provisions herein these Terms of service.

26. PREVIOUS TERMS AND CONDITIONS

- 26.1 In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

27. THIRD-PARTY RIGHTS

- 27.1 Nothing in these Terms and Conditions shall confer any rights upon any third-party. The agreement created by these Terms and Conditions is between you and Finotive Funding Kft.

28. LAW AND JURISDICTION

- 28.1 These Terms and Conditions and the relationship between you and Finotive Funding Kft shall be governed by and construed in accordance with the laws of Hungary, and you agree to submit to the exclusive jurisdiction of the courts in the country.

29. ENTIRE AGREEMENT

- 29.1 These Terms, the Privacy Policy, refund policy and any other agreement contained on the Site or agreed by the parties constitute the entire agreement between you and Finotive Funding Kft.

30. HOW TO CONTACT US

30.1 If you have any questions about our company's Terms and Conditions, or you would like to exercise one of your data protection rights, please do not hesitate to contact us on our contact details provided on this website or email us at support@finotivefunding.com.