

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 MetaTrader 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 trades, for example simultaneously entering opposite positions on different accounts, or multiple traders placing the same trades.
 - (d) Breach the Terms and Conditions of the Provider or 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, or from your Finotive account to an external account.
 - (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 to normal and allow scaling options.
- (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. Specifically looking for the following situations:

- (a) Risking 100% or more of your drawdown limits in open trades.
For example, open trades totalling 5% risk if the traders max daily loss is 5%.
- (b) Risking 50% or more of your drawdown limits in a single trade or across multiple trades on the same instrument.
For example, risking 2.5% on a single position if the traders max daily loss is 5%.
- (c) Trading with no stop loss.

Whilst the odd trade with no stop loss is okay, repeated lack of stop loss use and high unprotected trade volume is a massive concern. The reason behind this is that no-one can predict the timing of network or hardware issues, so it is much more beneficial for both parties if the trader aims to use a stop loss at all times.

7.5.1. If we feel that a trader has reckless behaviour, particularly by breaching any guidelines set out in Clause 7.5., Finotive Funding reserves the right to take action against the trader.

Accounts are reviewed manually on a regular basis, and at key events such as the progression from Phase 2 to Phase 3, the request for an account scale or a withdrawal request. If we see signs of gambling or "all-or-nothing" mentality or if we deem an account to be extremely high risk, we reserve the right to take any of the following actions:

- (a) Rejection of progression from Phase 2 Challenge accounts to Phase 3 Funded Status.
- (b) Reset a Challenge account to the start of Phase 1.
- (c) Reset of Funded Account (either Phase 3 or Instant) back to initial funded capital.
- (d) Temporary reduction of profit split to 25%.
- (e) Refusal of Withdrawal.
- (f) Refusal to Scale.
- (g) Full Account Termination.

8. CHALLENGE ACCOUNTS

8.1. Challenge accounts offer traders a 3-step process to achieve funded status. It is broken down into three phases, Phase 1, Phase 2 and Phase 3, where at Phase 3 the trader is funded.

8.2. Across all phases, the Trader must follow all rules set out in Section 7 (Responsible Trader Policy). Breaching any of these rules will result in one of the following outcomes:

- (a) A final warning.
- (b) Removal of trades from account history.
- (c) Reset to the beginning of Phase 1.
- (d) Account termination.
- (e) The individual is permanently banned from Finotive Funding.

8.3. 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.

8.4. 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.

- 8.5. The trader may have a maximum capital allocation of \$600,000 from challenge accounts. This can be across any combination of account sizes and is calculated with accounts across all phases. If the trader exceeds this maximum capital allocation, Finotive Funding will inform the trader and close active accounts in chronological order (oldest first) to bring the trader back under the maximum allocation.

CHALLENGE PHASE 1

8.6. PHASE 1 ACCOUNT SPECIFICS

- 8.6.1. Phase 1 has a 30-day timer known as the reference period beginning when the trader places their first trade. After this point a contract is formed between you and Finotive and you will not be entitled to a refund thereafter.
- 8.6.2. If the trader is inactive for 14 consecutive days within the reference period, Finotive Funding reserves the right to suspend or terminate the account without owing any refund to you.
- 8.6.3. If the trader reaches the end of the 30-day reference period but they do not achieve the profit target, they may be entitled to a free re-try.

To qualify for a free re-try they must meet **ALL 4** of the following criteria;

- (a) Do not breach the Responsible Trading Policy set out in Section 7.
- (b) Do not breach any trading rules laid out in Clause 8.7.
- (c) Do not breach any other Clause in these Terms & Conditions.
- (d) Make a profit (i.e., your account balance must be greater than the initial capital with all positions closed);

If these criteria are met, Finotive Funding will provide a re-try in the form of a new Phase 1 challenge account.

8.7. PHASE 1 TRADING RULES

- 8.7.1. During Phase 1, additionally to Clause 8.2, the Trader must abide by the following trading rules.
- (a) 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 nor account equity can drop 5% or more of the Closing Balance of the previous Trading Day. This is known as the Daily Drawdown Rule.

For example, if a trader's previous Trading Day's closing balance is \$100,000, neither their equity nor balance can drop to or below \$95,000 within the following Trading Day as this would be a loss of \$5,000 (5% of \$100,000).
 - (b) During the Reference Period, neither the account balance nor the account equity of the Customer's Finotive Funding Account may fall to or below 10% of the account balance at the start of the Initial Reference Period. This is known as the Max Drawdown rule.

For example, a trader bought a \$100,000 account, neither their equity or balance can ever drop to or below \$90,000.
 - (c) The Trader must open at least one trade for at least 5 trading days. This is known as the Minimum Trading Days Rule.
- 8.7.2. To progress from Phase 1 to Phase 2, the Trader must meet ALL of the following criteria:
- (a) The trader must abide by all Trading rules laid out in Clause 8.4.1.
 - (b) The trader must achieve a total profit of 7.5% with all positions closed.
- 8.7.3. If the trader does not meet the criteria in Clause 8.7.2 and they do not qualify for a free re-try as per Clause 8.3.3, their Challenge will be considered failed, and their account will be terminated with no refund.
- 8.7.4. If the trader **does** meet all the criteria in Clause 8.7.2, Finotive Funding will verify the account to confirm that the trader has not breached any criteria, and if successful their account balance will be reset and they may progress to Phase 2.

CHALLENGE PHASE 2

8.8. PHASE 2 ACCOUNT SPECIFICS

- 8.8.1. Phase 2 has a 60-day timer known as the reference period beginning when the trader progresses from Phase 1 to Phase 2.
- 8.8.2. If the trader is inactive for 14 consecutive days within the reference period, Finotive Funding reserves the right to suspend or terminate the account without owing any refund to you.
- 8.8.3. If the trader reaches the end of the 30-day reference period but they do not achieve the profit target, they may be entitled to a free re-try.

To qualify for a free re-try they must meet **ALL 4** of the following criteria:

- (a) Do not breach the Responsible Trading Policy set out in Section 7.
- (b) Do not breach any trading rules laid out in Clause 8.7.
- (c) Do not breach any other Clause in these Terms & Conditions.
- (d) Make a profit (i.e., your account balance must be greater than the initial capital with all positions closed);

If these criteria are met, Finotive Funding will provide a re-try in the form of a new Phase 1 challenge account.

8.9. PHASE 2 TRADING RULES

8.9.1. During Phase 2, additionally to Clause 8.2, the Trader must abide by the following trading rules.

- (c) 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 nor account equity can drop 5% or more of the Closing Balance of the previous Trading Day. This is known as the Daily Drawdown Rule.

For example, if a trader's previous Trading Day's closing balance is \$100,000, neither their equity nor balance can drop to or below \$95,000 within the following Trading Day as this would be a loss of \$5,000 (5% of \$100,000).

- (d) During the Reference Period, neither the account balance nor the account equity of the Customer's Finotive Funding Account may fall to or below 10% of the account balance at the start of the Initial Reference Period. This is known as the Max Drawdown rule.

For example, a trader bought a \$100,000 account, neither their equity or balance can ever drop to or below \$90,000.

- (e) The Trader must open at least one trade for at least 5 trading days. This is known as the Minimum Trading Days Rule.

8.9.2. To progress from Phase 1 to Phase 2, the Trader must meet ALL of the following criteria:

- (a) The trader must abide by all Trading rules laid out in Clause 8.7.1.
- (b) The trader must achieve a total profit of 5.0% with all positions closed.

8.9.3. If the trader **does not** meet the criteria in Clause 8.9.2 and they do not qualify for a free re-try as per Clause 8.8.3, their Challenge will be considered failed, and their account will be terminated with no refund.

8.9.4. If the trader **does** meet all the criteria in Clause 8.9.2, Finotive Funding will verify the account to confirm that the trader has not breached any criteria, and if successful will issue them with their Phase 3 login details.

CHALLENGE PHASE 3 (FUNDED STATUS)

8.10. PHASE 3 ACCOUNT SPECIFICS

8.10.1 Upon achieving funded status, the trader will be required to read and sign a Funded Trader Agreement (FTA), and also pass our KYC process before they are eligible for any Withdrawals or Account Scaling.

8.10.2 In order to protect our capital, traders who have failed previous funded accounts (either Challenge Phase 3 or Instant Funding) 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.

8.10.3 After 30 days of Funded Status, if the account balance is greater than the balance at the start of the reference period, the trader will be issued a refund of their initial Challenge fee.

8.10.4 Whilst Phase 3 Funded Accounts do not have a life-span, they operate in 30-day reference periods. This begins from the moment the trader is issued their Phase 3 account login details.

8.10.5 During funded status, the trader has the option to opt-in for our **Covered Losses** feature. If opted in, should the trader finish a reference period in loss (i.e., your account balance is less than the initial capital with all positions closed), Finotive may top up your balance to the initial capital level. This is known as Covered Losses.

To qualify for Covered Losses they must meet ALL 5 of the following criteria:

- a) The trader must not have had losses covered previously on this account. (i.e., Your first negative month on this account)
- b) Do not breach the Responsible Trading Policy set out in Section 7.
- c) Do not breach any trading rules laid out in Clause 8.11.
- d) Do not breach any other Clause in these Terms & Conditions.
- e) The Trader must not have withdrawn any profits.

If these criteria are met, Finotive Funding will deposit the amount lost to bring the account balance back to the initial capital. Traders are only entitled to one month of covered losses. Any losses covered will be added to the total capital owed back to Finotive, effectively acting as a failed account. Because of this, the covered loss will need to be repaid from future profit withdrawals on both this account, and any subsequent accounts as per clause 8.10.2.

8.10.6 If the trader is inactive for 14 consecutive days within the reference period, Finotive Funding reserves the right to suspend or terminate the account without owing any refund to you.

8.11. PHASE 3 TRADING RULES

8.11.1. During Phase 3, additionally to Clause 8.2, the Trader must abide by the following trading rules:

- (a) 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 nor account equity can drop 5% or more of the Closing Balance of the previous Trading Day. This is known as the Daily Drawdown Rule.

For example, if a trader's previous Trading Day's closing balance is \$100,000, neither their equity nor balance can drop to or below \$95,000 within the following Trading Day as this would be a loss of \$5,000 (5% of \$100,000).

- (b) During the Reference Period, neither the account balance nor the account equity of the Customer's Finotive Funding Account may fall to or below 10% of the account balance at the start of the Initial Reference Period. This is known as the Max Drawdown rule.

For example, a trader bought a \$100,000 account, neither their equity or balance can ever drop to or below \$90,000.

8.11.2. Breaching any of these rules will result in an account termination with no refund.

8.11.3. The Trader must not incur 3 consecutive losing months.

8.12. WITHDRAWALS

8.12.1. Funded traders are entitled to withdraw profits which they generate as long as no rules in Clause 8.11. are breached.

8.12.2. The trader is allowed to request a withdrawal via their dashboard up to once every 7 calendar days as long as they have opened at least one trade for at least 2 trading days. This is known as minimum trading days.

8.12.3. Once requested, the withdrawal will be removed from the traders account balance, and they may continue trading immediately.

8.13. ACCOUNT SCALING

8.13.1. If the trader achieves the scaling target, they may choose to exchange their profits for a larger (scaled) account.

8.13.2. If they chose to scale, the trader understands that they fully forfeit the profits exchanged, as these cannot be withdrawn. I.e., The trader cannot use the same profits to scale and withdraw.

If a trader wishes to withdraw profits made on top of the scaling target, they must request the withdrawal **BEFORE** requesting the scaling or the excess profits will be lost.

8.13.3. Account scaling is structured in Phases, with each phase giving the Trader a larger account balance, and higher profit splits.

8.13.4. This table lays out the scaling plan for funded Challenge accounts:

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					

8.13.5. 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.

As mentioned in Clause 8.13.2., the trader understands that in order to scale their account, this profit split is fully forfeited and cannot be withdrawn. Below shows the scaling target for each phase of the scaling plan:

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

8.13.6. This table lays out the profit splits available at each scaling Phase:

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

9. **INSTANT FUNDING ACCOUNTS**

9.1. Instant Funding accounts offer traders instant access to funded status.

9.2. The Trader must follow all rules set out in Section 7 (Responsible Trader Policy). Breaching any of these rules will result in one of the following outcomes:

- (a) A final warning.
- (b) Removal of trades from account history.
- (c) Account termination.
- (d) The individual is permanently banned from Finotive Funding.

9.3. Finotive Funding kft. reserves the right to change the rules for Instant Funded Accounts at any time.

9.4. If we discover at a later time that you have breached any term of this agreement, 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.

9.5. The trader may have a maximum capital allocation of \$200,000 from instant funding accounts. This can be across any combination of account sizes. If the trader exceeds this maximum capital allocation, Finotive Funding will inform the trader and close active accounts in chronological order (oldest first) to bring the trader back under the maximum allocation.

9.6. The trader will be required to complete the funded trader agreement before trading is allowed on the account.

9.7. INSTANT FUNDING ACCOUNT SPECIFICS

9.7.1. Upon purchasing an account, the trader will be required to read and sign a Funded Trader Agreement (FTA), and also pass our KYC process before they are eligible for any Withdrawals or Account Scaling.

9.7.2. In order to protect our capital, traders who have failed previous funded accounts (either Challenge Phase 3 or Instant Funding) 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.

9.7.3. Instant Funding accounts have a lifespan of 90 days. At the end of this 90-day period if the account is greater than the initial balance (i.e., in profit), the account lifespan will be reset for another 90 days.

9.7.4. If at the end of the 90 day life span the Trader's account is in loss (i.e., their account balance is below the initial capital with no trades open), then their account will be terminated with no refund.

9.7.5. If the trader scales their account within these 90 days, the account lifespan will be reset for another 90 days starting when the account balance is topped up to the scaled value.

9.7.6. If the trader is inactive for 14 consecutive days within the reference period, Finotive Funding reserves the right to suspend or terminate the account without owing any refund to you.

9.8. INSTANT FUNDING TRADING RULES

9.8.1. During funded status, additionally to Clause 9.2, the Trader must abide by the following trading rules.

- (a) During any Trading Day (23:00:01 CET to 23:00:00 CET the following day) in the Reference Period, neither the Trader'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.

For example on an Aggressive account a Trader's previous Trading Day's 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.

- (b) During the Reference Period, neither the account balance nor the account equity of the Trader'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.

For example, a Trader with a Standard \$100,000 account, neither their equity or balance can ever drop to or below \$92,000.

9.9. WITHDRAWALS

9.9.1. The trader may become entitled to withdraw profits generated on their account.

9.9.2. To qualify for a withdrawal, the following conditions must be met:

- (a) The Trader's account must be at least 5 days old, measured from the time of purchase.
- (b) The Trader must have achieved at least 2.5% profit for **Standard** accounts, or 5.0% for **Aggressive** accounts. This is known as the Profit Threshold.
- (c) The Trader must not have breached any of the Instant Funding Trading rules covered in Clause 9.8.

9.9.3. The trader is allowed to request a withdrawal via their dashboard up to once every 7 calendar days.

9.9.4. Once requested, the withdrawal will be removed from the traders account balance, and they may continue trading immediately.

9.10. ACCOUNT SCALING

9.10.1. If the trader achieves the scaling target, they may choose to exchange their profits for a larger (scaled) account.

9.10.2. If they chose to scale, the trader understands that they fully forfeit the profits exchanged, as these cannot be withdrawn. I.e., **The trader cannot use the same profits to scale and withdraw.**

If a trader wishes to withdraw profits made on top of the scaling target, they must request the withdrawal **BEFORE** requesting the scaling or the excess profits will be lost.

9.10.3. Account scaling is structured in Phases, with each phase giving the Trader a larger account balance, and higher profit splits.

9.10.4. This table lays out the scaling plan for Instant Funding accounts:

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				

9.10.5. 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.

As mentioned in Clause 9.10.2., the trader understands that in order to scale their account, this profit split is fully forfeited and cannot be withdrawn:

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

9.10.6. This table lays out the profit splits available at each phase:

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

10. PAYMENT AND FEES

10.1. The fee for Finotive Funding Accounts vary on the option a user selects (and other factors such as the amount of the initial capital, the account type etc.) when purchasing an account. Below are available options and their fees:

Options and Prices for Challenge Accounts:

Account Size	Standard	Swap-Fee
\$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 Instant Funding Accounts:

Account Size	Standard		Aggressive	
	Standard	Swap-Fee	Standard	Swap-Fee
\$2,500	\$95	\$120	\$165	\$210
\$5,000	\$190	\$240	\$330	\$420
\$10,000	\$335	\$420	\$660	\$780
\$25,000	\$525	\$625	\$1,340	\$1,500
\$50,000	\$1,055	\$1,200	\$2,400	\$2,600
\$100,000	\$2,100	\$2,300	\$5,280	\$5,555

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 via 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

10.7. In order to protect our service against illegal activity, please be aware that third-party payments are not available – the payment method details must match up with KYC and withdrawal details.

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.