CMC FUNDED

General Terms and Conditions

Version 2.2 | Effective 4 November 2026

The main customer contract for the CMC Markets Funded simulated evaluation, analytics and Reward Stage services operated by True North Tech L.L.C-FZ.

Operator	True North Tech L.L.C-FZ
Trading name	CMC Markets Funded
Company type	Free Zone Limited Liability Company
Registry	Meydan Free Zone, Dubai, United Arab Emirates
Registration number	2646504
Business licence number	2646504.01
Registered office	Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.
CMC Markets relationship	True North Tech L.L.C-FZ operates CMC Markets Funded independently, in conjunction with CMC Markets, under a written commercial agreement. No CMC Markets company operates, sells or guarantees the Services.
Version	2.2
Effective date	4 November 2026

Legal counterparty: True North Tech L.L.C-FZ, trading as CMC Markets Funded.

Important information These Terms are the main contract between you and us. Read them together with the Programme Rules for your product (shown on the Rules page and in your Order), our Payout Policy, Refund Policy, Privacy Policy and Risk Warning Notice, each published on the Website. Clause 22.2 explains which document applies if two of them say different things. All trading in the Programme is simulated. We do not provide a live funded account. A Reward is a contractual payment by us based on simulated performance and compliance. It is not client money, the return of a deposit or a share of real trading profits. Your contract is with True North Tech L.L.C-FZ, trading as CMC Markets Funded. We own and operate the Domain and the Programme, provide the Platform through a third-party provider, and are responsible for fees, support, Rewards and refunds. CMC Markets Funded operates in conjunction with CMC Markets under a written commercial agreement. No CMC Markets company operates the Programme, is your contractual counterparty, or guarantees any Reward, refund, service level or result. You may trade through the Platform's Trader API and MCP server, use Expert Advisors, bots and copy trading, follow other traders' signals, and share, sell or rent your own signals, under Clause 7.10.

We are True North Tech L.L.C-FZ, a Free Zone Limited Liability Company formed in the Meydan Free Zone, Dubai, United Arab Emirates, under Formation Number 2646504, holding Business Licence Number 2646504.01, with its registered office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates. In these Terms, "we", "us" and "our" mean True North Tech L.L.C-FZ, and "you" and "your" mean the customer.

1. Eligible customers

1.1 You may access or use the Services only if all of the following are true when you register, place an Order, use the Services and request any Reward:

1.1.1 you are an individual aged at least 18 with legal capacity to enter into binding contracts, or a validly existing legal entity acting through a duly authorised representative;

1.1.2 you, and where relevant your beneficial owners, controllers, directors and authorised users, are not located in, resident in, incorporated in, organised in or otherwise subject to a Restricted Jurisdiction. The current list of Restricted Jurisdictions is published on the Website;

1.1.3 you are not subject to sanctions, asset freezes, anti-money laundering restrictions or any other legal prohibition that would make it unlawful for us, or for our payment, platform or verification providers, to provide the Services to you;

1.1.4 you have no history of payment fraud, identity fraud, market abuse, terrorist financing, money laundering or cyber abuse shown by a finding of a court, regulator, payment provider or law enforcement body, by a chargeback found to be fraudulent, or by a breach of these Terms that we have previously found under Clause 7 or Clause 11; and

1.1.5 you complete the identity, source of funds, source of wealth, wallet, device, location, payment and fraud checks described in Clause 11 when we ask for them.

1.2 If you register or place an Order on behalf of a legal entity, you confirm that you have full power and authority to bind it. References to "you" and "your" then include that entity where the context requires.

1.3 If you give us a company number, VAT number, trade licence number or similar business information, or you use the Services mainly for business purposes, you are not a Consumer for the purposes of these Terms, except where mandatory law says otherwise.

1.4 You may use the Services only in compliance with the law that applies where you are. You are responsible for checking that your access to and use of the Services is lawful there.

1.5 We may refuse a registration or Order, or suspend or end access, if we reasonably believe that you do not meet a requirement in Clause 1.1. We will tell you which requirement, unless the law prevents us. If we refuse an Order after you have paid for it, we refund the whole Order under the Refund Policy, unless the law prevents the refund.

1.6 You must tell us promptly if you stop meeting any eligibility requirement, or if information you have given us becomes inaccurate, incomplete or misleading.

2. Nature of the Services

2.1 The Services are educational, analytical and evaluative, and are delivered through simulated trading only. They are designed to identify, assess and develop trading skill in a simulated environment.

2.2 Unless we expressly agree otherwise in writing, we do not provide through the Programme a live brokerage account, a deposit account, custody, portfolio or investment management, execution-only dealing, clearing, payment or banking services, or any other regulated financial service.

2.3 All trading made available through the Services is Simulated Trading. Simulated Trading uses price quotations, market data and other information from third-party sources to reproduce market conditions. No trade you submit through the Services is a real market order, no order is executed in a real financial instrument in your name, and we do not give you a live funded account.

2.4 Any amount shown in a simulated account, dashboard or the Platform is not real money. It is not a deposit or client money, has no cash value and does not represent funds we hold for you.

2.5 Fees you pay us are service fees for access to the Services. They are not deposits, margin, investment capital, escrowed balances or funds held for trading on your behalf.

2.6 A Reward approved in the Reward Stage is a contractual payment by us based on simulated performance, the trading data generated, your conduct and your compliance with the Programme Rules. It is not a share of profits from real trading by you, interest, wages, salary, employment income or a return on invested capital.

2.7 Nothing in the Services, the Website, the Client Area, our content or any support communication is financial, investment, legal, tax or accounting advice, or a recommendation to buy, sell, hold or otherwise deal in any asset or follow any strategy. You are responsible for your own decisions.

2.8 Because the Programme is simulated, enrolling in an Evaluation Programme is not the same as applying for a live leveraged trading account. We may still carry out the checks in Clause 11 before a Reward is paid, or when a specific fraud, sanctions or compliance concern arises.

2.9 CMC Markets Funded, the Domain and the Programme are owned and operated by True North Tech L.L.C-FZ, which provides the Platform through a third-party provider. True North Tech L.L.C-FZ is your contractual counterparty for the Services, receives your fees, administers your accounts and is responsible for Reward and refund decisions.

2.10 True North Tech L.L.C-FZ is independent and is not owned or controlled by any CMC Markets company. It operates the Programme in conjunction with CMC Markets under a written commercial agreement, under which the CMC Markets Funded name and approved CMC Markets brand elements are used. Nothing in the brand presentation creates a partnership, joint venture, agency, employment relationship or ownership interest.

2.11 CMC Markets provides agreed marketing and brand support to us under the written commercial agreement referred to in Clause 2.10. That support does not make any CMC Markets company the operator of the Programme, your broker, our agent, or the payer or guarantor of any Reward or refund.

3. Orders, fees and payment

3.1 To buy paid Services, you place an Order through the checkout on the Website and give the information requested. You can view your Orders and trading accounts in the Client Area at client.cmcmarketsfunded.com, which you open through a sign-in link sent to the email address used for your Order.

3.2 When placing an Order, you choose the product (which sets the phase structure), the simulated account size, the leverage, any add-ons and the payment method, from the options we offer for that product. The commercial settings shown at checkout and confirmed in your Order, including the leverage, form part of your Agreement with us.

3.3 You can review and correct your Order before you submit it. An Order becomes binding when you submit it with an obligation to pay and, where applicable, complete payment.

3.4 All information you give us for registration, an Order, verification, support or a payment must be complete, accurate, current and not misleading. We may rely on it and are not obliged to check it independently.

3.5 The fee for an Evaluation Programme or other paid Service is shown at checkout. Any tax we are required by law to charge is shown in the checkout total or otherwise disclosed before you pay.

3.6 Discounts, vouchers, promotional credits and other benefits cannot be combined unless we expressly say they can.

3.7 You may pay only by the methods shown at checkout at the time of your Order. Payment methods, including card schemes, may vary by country, currency, product and risk profile.

3.8 If you pay in a currency other than our base pricing currency, or in cryptocurrency, exchange rates, spreads, third-party conversion charges, network fees or processor fees may apply. You are responsible for any fees charged by your bank, card issuer, wallet provider, payment processor or exchange.

3.9 A fee is paid only once the full amount has been received by us or our authorised payment provider. If a payment is incomplete, reversed, disputed, clawed back or found to be unauthorised, we may cancel or suspend the Order and the Services and Rewards that come from it.

3.10 We may provide invoices, receipts and transaction records electronically through the Client Area, by email or through a payment provider's portal.

3.11 Fees are non-refundable once you have placed your first simulated trade on the account opened for the Order, or once a reset, extension or review you bought has been used, except as set out in the Refund Policy, in the Payout Policy, under mandatory law or as we agree in writing. The Payout Policy gives you a refund of your Eligible Challenge Fee when you pass: there is nothing you need to do, as we start that refund ourselves.

3.12 Multiple accounts. You may place more than one Order and hold more than one account at the same time. Each accepted Order is a separate Agreement, and each account is assessed separately against its own Programme Rules.

3.13 Allocation and account limits. We do not currently limit the total simulated account size, or the number of accounts, that you may hold. If we introduce a limit, we will publish it in the Programme Rules before it applies, and it will not apply to accounts you already hold. Any such limit would cover your accounts and those of any Related Person, across evaluation and Reward Stage accounts. If an Order would take you over a published limit, we will refuse it, or refund it before the account is activated, rather than fail an account you have already started.

3.14 Unless we expressly allow it, performance, phase status, evaluation history, simulated balance, data, results, pricing and entitlements from one Order may not be transferred to, combined with or netted against another Order. Two exceptions apply: you may copy trades between your own accounts under Clause 7.10.2, and Rewards from several of your own accounts are requested and paid as set out in section 4.5 of the Payout Policy. In both cases each account is still calculated and assessed separately.

3.15 If we have previously restricted, suspended or ended your access and later agree to accept new Orders from you, we may first require enhanced verification, repayment of our chargeback or administrative costs, or other compliance steps.

4. Client Area and trading Platform

4.1 You access the Services through the Website, the Client Area and the Platform. The Platform is currently Match-Trader, provided by a third party. If we move your account to a different platform, we will tell you before the move, and Clause 17.4 protects the Programme Rules of your existing accounts.

4.2 Once we accept an Order and, where applicable, receive payment, we provide the credentials, links and access details needed for the relevant Platform or Service.

4.3 You must keep your Client Area and Platform credentials, API tokens, wallet confirmations and security codes confidential and secure, and must not share them with anyone. Clause 7.10.5 sets out the rules for API tokens.

4.4 You are responsible for activity through your Client Area, Platform account, API tokens, registered email address, payment methods and connected devices, subject to the exceptions in Clause 7.10.5 and to mandatory law.

4.5 Each person may hold one Client Area. A company may hold one Client Area, used by the authorised users we have verified. If we find more than one Client Area for the same person, we will tell you and merge them, keeping every account, Reward and refund owed. We close a Client Area without merging it only where it was opened to get around a limit, a restriction or a verification check, and Clause 7.6 then applies.

4.6 You may ask us to close your Client Area at any time. Closure ends your access to the Services and may end the Agreements linked to it. Closure does not by itself entitle you to a refund; any refund is governed by the Refund Policy and mandatory law. Closure does not cancel an approved Reward, a confirmed refund or a pending appeal (Payout Policy, section 15.5).

4.7 We may carry out maintenance, security work, upgrades, migrations or emergency work. Where reasonably practicable, we will tell you in advance, in the Client Area or by email, about planned work that stops trading while markets are open. Clause 16 applies if downtime affects your account.

4.8 You are responsible for the hardware, internet access, mobile service, software, browsers, operating systems, security controls and other technical resources you need to use the Services.

4.9 Some features rely on third-party software, plugins, APIs or platforms, including any Trading Tool you choose to use under Clause 7.10. Your use of them may also be subject to that third party's terms, policies and technical limits. We are not responsible for third-party software, data feeds, app stores, platform operators or communication networks.

5. Our Services

5.1 The Services provide education, analytics, a simulated market environment and a structured way to evaluate trading performance.

5.2 Simulated Trading reproduces market conditions but does not involve real market execution in your name. We may use third-party liquidity, price, charting or market data sources to populate the simulated environment. Trading costs, such as commission, price mark-ups on some instruments and holding costs, are applied to simulated positions as shown on the Platform and in the Programme Rules.

5.3 The Services may include analytics dashboards, performance reports, educational materials, Platform access, support, rule-monitoring tools, notifications, AI-assisted support and other related tools or content.

5.4 We may offer the Services as:

5.4.1 a Free Trial, demo or sample environment;

5.4.2 an Evaluation Programme of one or more assessment phases; and

5.4.3 a Reward Stage or other post-evaluation simulated programme.

5.5 We may change, add, replace, suspend or remove features, products, markets, instruments, rules, data sources, payout methods, supported countries or technical components of the Services, subject to Clause 17. A change does not alter the Programme Rules of an account you already hold, except as Clause 17.4 allows.

5.6 The Programme Rules and commercial settings shown for your product when you place your Order, including the product, simulated account size, leverage, add-ons, fee, evaluation structure, profit targets and loss limits, apply to the account opened for that Order for as long as it exists.

5.7 Free Trial. We may allow limited use of some Services free of charge for a fixed period or within a limited scope. Unless we say otherwise, you may have one active Free Trial at a time. We may suspend, change or withdraw a Free Trial at any time.

5.8 Evaluation Programme.

5.8.1 We may offer one-step, two-step or other assessment formats. The structure, objectives, limits and permitted trading conditions for your product are set out in your Order and the Programme Rules.

5.8.2 Unless the Programme Rules say otherwise, an evaluation phase is activated when you place your first simulated trade in it.

5.8.3 There is no deadline for placing your first trade.

5.8.4 To pass an evaluation phase, you must meet every Trading Objective in the Programme Rules (such as the profit target and the minimum number of trading days), stay within every loss limit, remain eligible under Clause 1 and not commit a Prohibited Trading Practice.

5.8.5 When you meet the objectives of a phase, we confirm the pass and move your account to the next phase or, after the final phase, to the Reward Stage. We confirm a Final Pass within the time set out in section 2.2 of the Payout Policy. Passing does not limit our rights under Clauses 6.6 and 7 for conduct found later.

5.8.6 If your account reaches the daily loss limit or the maximum loss, the phase fails at once, as the Programme Rules state. If you breach another Programme Rule or fail verification, we may treat the phase as failed under Clause 7.6 or Clause 11, and we will tell you which rule and why.

5.9 Platform and account settings.

5.9.1 Your account runs on the Match-Trader Platform and its account currency is US dollars. You choose the leverage at checkout from the settings offered for your product (currently 1:10 to 1:500), and it is recorded in your Order. Your leverage is set when you buy and cannot be changed for that account afterwards.

5.9.2 Your account is a hedging account, so you may hold buy and sell positions in the same instrument at the same time. Doing so is not a Prohibited Trading Practice; both positions count in full towards the trading capacity limits in section 9 of the Payout Policy. Opposite positions held across different accounts are covered by Clause 7.3.2.

5.9.3 For the daily loss limit and the minimum number of trading days, each trading day starts and ends at 00:00 UTC.

5.9.4 Profit targets are measured on closed balance. Only closed trades count towards a profit target, so you must close your positions for their profit to count. Loss limits are measured on equity, so open positions count towards them as well as closed ones.

5.9.5 The instruments you can trade, their trading hours and their costs are shown on the Platform and on the Website.

5.10 News, overnight and weekend trading.

5.10.1 You may open, close and modify trades around economic releases and other news. No restricted trading window applies unless the Programme Rules for your product state an exact window.

5.10.2 You may hold positions overnight and over the weekend. Holding costs apply as shown on the Platform. Prices can open at a different level from where they closed (a gap). A gap can cause a larger loss than a stop-loss order suggests, and that loss counts towards your loss limits, subject to the correction of our own or Platform errors under section 13.8 of the Payout Policy.

5.10.3 Clause 5.10 does not permit the practices in Clause 7.3.1, such as exploiting a frozen or delayed price during a news release.

6. Reward Stage (simulated only)

6.1 When you pass the final phase of an Evaluation Programme, we confirm the Final Pass and move your account to the Reward Stage. Where the Payout Policy applies to your Order, there is then nothing you need to do: we start the refund of your Eligible Challenge Fee ourselves under section 2 of the Payout Policy. That refund does not close your Reward Stage account.

6.2 The Reward Stage is also simulated. We do not provide live funded accounts in the Reward Stage, and we do not execute your trades in the market in your name.

6.3 A Reward Stage account keeps the Programme Rules and commercial settings assigned at purchase for as long as it exists (Payout Policy, section 15.1). It ends only under Clause 15.

6.4 Taking part in the Reward Stage does not create an employment, worker, partnership, agency, joint venture, fiduciary, managed account or investment management relationship between you and us.

6.5 Before we pay a Reward, you must complete the checks in Clause 9.4. Any allocation limit published under Clause 3.13 also applies to Reward Stage accounts.

6.6 We may suspend or end a Reward Stage account only for a reason listed in Clause 15.2 or 15.3, a Prohibited Trading Practice found under Clause 7.6, or a failed check under Clause 11. Before a final decision we follow the review process in section 13 of the Payout Policy.

6.7 Any limit on your total simulated account size or number of accounts is set under Clause 3.13. We apply no cap on the amount or frequency of Rewards other than those set out in the Payout Policy.

6.8 We may, at our discretion, copy none, some or all eligible trade signals, patterns or data generated in simulated accounts into separate live or internal accounts owned or controlled by us or our Affiliates. This is an internal business decision only.

6.9 You have no right to require us to copy your signals, no right to know whether we did so, and no beneficial interest, ownership right or share of profit in any account owned by us or our Affiliates, other than any Reward expressly approved under these Terms and the Programme Rules. Whether or not we copy your trades does not affect a valid Reward (Payout Policy, section 5.7).

7. Rules of Simulated Trading

7.1 You must trade personally, in good faith and within these Terms, the Programme Rules and the limits of the Platform. Trading personally means that the trading decisions on your account are made by you, or by a Trading Tool that you control under Clause 7.10, including a copier that follows signals you have chosen.

7.2 Personal use only. Except where we authorise it in writing or Clause 7.10 permits it, you must not:

7.2.1 allow anyone else to access your Client Area, Platform, credentials or account data, or give anyone your API token or the means to place trades on your account, other than a Trading Tool (Clause 7.10) that you own or control and that acts only on your instructions or on signals you have chosen to follow;

7.2.2 let another person log in to your account and trade it for you. A Trading Tool that you own or control, including an Expert Advisor, bot, script, copier or AI assistant, is not another person for this purpose, even when it follows another person's signals, and you are responsible for every trade it places;

7.2.3 log in to another user's account and trade it for them, or coordinate with another user to get around the Programme Rules. Copying, following and providing signals under Clause 7.10 is not coordination for this purpose;

7.2.4 sell, rent, lease, transfer, assign, sublicense, pledge or otherwise dispose of any account, credentials, phase status, access right or expected payout; or

7.2.5 if you are a legal entity, let anyone trade on your accounts other than the authorised users you have disclosed to us and we have verified.

7.3 Prohibited Trading Practices. Each of the following is a Prohibited Trading Practice. Section 11 of the Payout Policy explains how we establish each one and what is not enough on its own:

7.3.1 knowingly exploiting delays, stale or frozen quotes, clearly wrong or off-market prices, feed errors, server latency, exchange halts, platform faults, rollover or spread anomalies or similar technical or market data errors to obtain simulated fills, including latency arbitrage;

7.3.2 coordinating opposite or hedged positions across your own accounts, the accounts of Related Persons, the accounts of other users, or accounts at outside brokers or platforms, so that a loss in one account is offset by a gain in another in order to pass a phase, obtain a Reward or get around a loss or allocation limit. Buy and sell positions on the same account are covered by Clause 5.9.2;

7.3.3 letting another person log in to your account and trade it for you, or logging in to another person's account and trading it for them, including through a paid account-passing service. Copy trading, mirror trading, group trading that follows shared signals, and sharing, selling or renting signals or copy services are not prohibited (Clause 7.10);

7.3.4 exploiting a Platform reset, a balance adjustment, a Reward distribution, or a known pricing or data fault at a market open, market close or news release, to obtain a result that comes from the fault rather than from market movement. Trading the news, trading at a market open or close and holding over the weekend are allowed (Clause 5.10);

7.3.5 using any Trading Tool, script, bot, API, plugin or other automation for order flooding, excessive message traffic (including exceeding the request limit set for each endpoint in the Platform's Trader API documentation) or infrastructure abuse that interferes with the Platform, degrades service, disguises identity or gives an unfair structural advantage. An accidental burst of orders or a faulty bot is first contained and assessed under section 11.6 of the Payout Policy;

7.3.6 insider dealing, misuse of unlawfully obtained non-public information, market manipulation, spoofing, layering, wash trading, or placing deceptive orders to create false market conditions or false assessment results;

7.3.7 opening or increasing positions beyond the trading capacity limits in section 9 of the Payout Policy, or running a loss-recovery sequence (such as martingale or grid sizing) without the finite size and loss controls required by section 10 of the Payout Policy. Martingale, grids, averaging and pyramiding are not prohibited by name;

7.3.8 misrepresenting your identity, location, ownership, devices, payment methods, wallets or relationships with other users, or using false documents or synthetic identities. Using a VPN for privacy or security, using the Services while travelling, or running your own Trading Tools on a server or virtual private server you control is not a breach. Using a VPN, proxy or remote device to hide the country where you live, or who controls an account, is; or

7.3.9 falsifying results or payment calculations, claiming the same profit twice, or using false identities, nominee accounts or hidden control of other accounts to get around any allocation limit published under Clause 3.13.

No other conduct is a Prohibited Trading Practice unless it is added to this Clause 7.3 under Clause 17. An addition applies only to trading that takes place after it comes into effect.

7.4 Risk limits. As well as avoiding Prohibited Trading Practices, you must:

7.4.1 comply with every loss, leverage, trading day and other limit in the Programme Rules for your product; and

7.4.2 stay within the trading capacity limits in section 9 of the Payout Policy. Those limits, together with the limits in your Programme Rules, are the only position size limits we enforce.

7.5 Section 11 of the Payout Policy explains and gives examples of each Prohibited Trading Practice. Any further guidance we publish explains these Terms and does not add new prohibitions.

7.6 Consequences. If, after the review described in section 13 of the Payout Policy, we find that you committed a Prohibited Trading Practice or otherwise breached this Clause 7, we may take one or more of the following actions. Our action will be proportionate to the breach, and any deduction from a Reward is limited to the net profit of the affected trades (Payout Policy, sections 13.5 to 13.7):

7.6.1 treat the relevant phase or account as failed;

7.6.2 remove, cancel, void, adjust or reclassify the affected simulated trades or their results;

7.6.3 exclude the net profit of the affected trades from Reward calculations;

7.6.4 reduce leverage, size limits, tradable instruments or other account permissions;

7.6.5 apply additional review periods or risk caps to the affected account;

7.6.6 suspend or end one or more Services or Agreements, including the Client Area and any Reward Stage account;

7.6.7 withhold, cancel, set off or recover the part of a Reward that comes from the affected trades; and

7.6.8 refuse future Orders from you, or from a Related Person who took part in the breach.

7.7 We may block an order or pause an account without prior notice where this is needed to stop a breach in progress or to protect the Platform. We will tell you what we did and why within 1 Business Day, unless the law prevents it (Payout Policy, section 13.2).

7.8 If a Prohibited Trading Practice involves several accounts held by you or a Related Person, we may act on each account involved, but only where the evidence links that account to the breach (Payout Policy, section 13.4).

7.9 Except where mandatory law requires otherwise, you are not entitled to compensation or a refund merely because we take action under this Clause 7.

7.10 Trading Tools, API access and copy trading.

7.10.1 You may place and manage trades on your Platform account using the Platform's Trader API, its MCP server, Expert Advisors, bots, scripts, trade copiers and AI assistants ("Trading Tools"), provided that the Trading Tool is yours or is used by you under your control. You may run a Trading Tool on your own device or on a server or virtual private server that you control. You remain responsible for every trade a Trading Tool places and for any loss, error or breach it causes.

7.10.2 Copying between your own accounts. You may copy trades between trading accounts held in your own name, provided each copied trade is placed in the same direction as the original. Each account is still assessed separately, and any allocation limit published under Clause 3.13 applies.

7.10.3 Following signals. You may copy trades or follow signals from another person, a signal service, another CMC Markets Funded trader or us. Keep your Client Area login, Platform login and API token to yourself: copying must run through a copy feature or Trading Tool that you control and can stop at any time.

7.10.4 Providing signals. You may share, sell or rent trade signals, and offer copy or signal services based on your own trading, including to other CMC Markets Funded traders and to us. Your followers trade their own accounts through their own tools; you must not log in to their accounts (Clause 7.2.3). You must not present your service as provided or endorsed by us or by CMC Markets (Clause 10.3.5), and you are responsible for complying with any law that applies to the services you offer.

7.10.5 API tokens and account security. You must create your API tokens yourself, keep them secret, never give them to another person, and revoke any token you suspect has been exposed. Anything done using your login or API token is treated as done by you. This does not apply to activity after you have told us that your login or token may have been compromised, or to activity caused by a failure of our own systems or security. If you think your login or token has been exposed, change your password or revoke the token straight away and tell us at support@cmcmarketsfunded.com.

7.10.6 Your protection. Using a Trading Tool, copy trading, following signals or providing signals is never on its own a reason for us to refuse, delay or reduce a Reward. Matching or identical trades that come from copying or following signals are not a breach. Before we act under Clause 7.6 or Clause 8.5 for conduct involving a Trading Tool, copy trading or signals, we will tell you what we found and give you 5 Business Days to respond, and we will consider your response before we decide. If you respond sooner, we decide sooner. The time limits in section 13 of the Payout Policy still apply, and any part of a Reward that the concern does not affect is paid on the normal timetable (Payout Policy, section 13.4). This does not prevent us from blocking an order under Clause 7.7 to stop order flooding or a breach in progress.

7.10.7 AI assistants. An AI assistant that you connect to your account through the MCP server is your own Trading Tool, and you are responsible for every instruction it sends. A person or business that logs in to your account and runs an AI assistant to trade it for you is another person under Clause 7.2.2.

7.10.8 This Clause 7.10 applies to all accounts, including evaluation and Reward Stage accounts opened before it took effect, notwithstanding Clause 17.4. We are not responsible for the availability, accuracy or terms of any Trading Tool, signal service or the Platform's API, and the Platform's own API terms and limits also apply. Subject to Clause 7.10.6, we may still act under Clause 7.6 if a Trading Tool is used to commit a Prohibited Trading Practice. Copying, following or providing signals under this Clause 7.10 is not prohibited coordinated copying, third-party management or coordination under section 11.3 of the Payout Policy.

8. Abusive trading, payout integrity and platform monitoring

8.1 Abusive trading means the Prohibited Trading Practices listed in Clause 7.3, such as latency arbitrage and stale quote exploitation (Clause 7.3.1), coordinated hedging across accounts (Clause 7.3.2), third-party account passing (Clause 7.3.3), abuse of platform faults (Clause 7.3.4) and order flooding by any means (Clause 7.3.5). Automated trading, Expert Advisors, bots, copy trading and signals are allowed under Clause 7.10 and are not abusive trading in themselves.

8.2 We may use platform monitoring, transaction histories, anomaly alerts, customer records and other risk tools to monitor execution timing, trade sequencing, IP and device overlap, correlated order flow, account hedging and other indicators of abuse. A trained person reviews the evidence before any final decision to refuse, reduce or recover a Reward (Payout Policy, section 12.3).

8.3 Every Reward request is checked before payment, by our systems or by a person (Payout Policy, section 12.2), within the timings in section 7 of the Payout Policy. During that check we may examine trading records, execution quality, device and IP data, payment records, verification status and other evidence. We may adjust, reverse, cancel or exclude simulated trades, or the simulated gains from them, that exploited platform faults, delayed pricing or execution errors, or that breached the Programme Rules, calculated as set out in sections 13.6 to 13.8 of the Payout Policy.

8.4 News trading is covered by Clause 5.10.

8.5 Matching or identical execution, a shared IP address, a shared device, a shared Expert Advisor or a shared home is never a breach on its own, and matching trades that come from copying or following signals under Clause 7.10 are not a breach. We may review accounts under section 13 of the Payout Policy only where other evidence points to a Prohibited Trading Practice, such as someone else logging in to and trading an account (Clause 7.3.3) or coordinated opposite positions (Clause 7.3.2). Where the review concerns a Trading Tool, copying or signals, Clause 7.10.6 applies first. Pending Rewards are reduced or forfeited only to the extent the review finds a breach.

9. Rewards, payouts and credits

9.1 Only users who have been validly admitted to the Reward Stage, remain eligible and meet all applicable conditions may request or receive a Reward.

9.2 We calculate Rewards under the Programme Rules and the Payout Policy. A calculation may exclude invalid, reversed, voided, adjusted, disputed or prohibited trading activity, earlier overpayments, permitted set-offs, tax we must withhold by law, and any fee for your chosen payout method that we show you before you confirm your request.

9.3 Your Reward share is set by your Order and the Programme Rules. The minimum request amount, how often you may request a Reward and payment timing are set by the Payout Policy. We apply no other payout schedule, cap, consistency test or active day requirement.

9.4 Before your first Reward payment, you must complete the identity, address, sanctions, tax and payment destination checks set out in section 6.1 of the Payout Policy. We repeat a check only for a specific reason, such as changed details, expired documents, a legal requirement or a security concern.

9.5 We pay an approved Reward by a payout method we make available to you in the Client Area when you request it. Available methods may vary by country, risk profile and operational capacity.

9.6 If we offer a wallet payout and you choose it, you are responsible for giving us a wallet that is accurate, compatible, lawfully owned or controlled by you, and not subject to sanctions or heightened risk restrictions. Transfers to an address you give us may be irreversible.

9.7 If a Reward payment fails because of inaccurate details, a rejected wallet, a processor rejection, a failed transfer or a legal restriction, the Reward remains payable unless it is lawfully adjusted. We will tell you, help trace the payment and agree another verified method with you (Payout Policy, section 6.7). Compliance holds are covered by Clause 11.

9.8 We may withhold, set off, reduce or recover a Reward only for the reasons in section 13 of the Payout Policy: a chargeback on the related Order, fraud, a sanctions issue or other legal restriction, a failed identity check, a duplicate payment, a clear calculation error, tax we must withhold by law, or a breach found under Clause 7. We withhold only the amount affected.

9.9 We may sometimes issue store credit, coupons, promotional balances, reset tokens or similar benefits. Unless mandatory law requires otherwise, they have no cash value, are personal to you, and do not expire unless we show an expiry date when we issue them. Separate promotional terms may also apply.

9.10 You are responsible for any taxes, duties, declarations, filings or reporting obligations arising from your purchase of the Services or your receipt of any Reward.

10. Use of the Website, Services and Content

10.1 The Website, Client Area, dashboards, data, text, audio, video, graphics, code, branding, educational material, documentation and all other elements of the Services (the "Content") are owned by us, our Affiliates, our licensors or our service providers and are protected by intellectual property and other laws.

10.2 Subject to these Terms, we grant you a limited, personal, non-exclusive, revocable and non-transferable licence to access and use the Content only for your own use of the Services.

10.3 Except as these Terms or mandatory law expressly allow, you must not:

10.3.1 copy, scrape, download at scale, republish, distribute, sell, sublicense, rent, lease, frame, mirror or otherwise exploit the Content. Sharing, selling or renting your own trade signals or copy services under Clause 7.10.4 is not exploiting the Content;

10.3.2 reverse engineer, decompile, disassemble, bypass, interfere with or modify the Website, Client Area, Platform integrations or technical protections;

10.3.3 use any robot, spider, crawler, scraper or similar means to collect information from the Website or the Client Area. This does not restrict trading through the Platform's Trader API or MCP server under Clause 7.10;

10.3.4 circumvent geographic restrictions, account limits, payment restrictions, security controls or verification controls;

10.3.5 use our name, marks, logos or design elements, or those of CMC Markets or any other third party, without the owner's permission;

10.3.6 create a competing service, training dataset, analytics product or derivative work from the Content, except as mandatory law expressly allows. Building your own Trading Tool for use under Clause 7.10 is not restricted by this Clause; or

10.3.7 use the Services or the Content in any way likely to damage, disable, overburden or impair them.

10.4 If we ask, you must tell us whether another user shares your device, household internet connection, payment card, bank account, wallet, business, address or corporate ownership structure. Sharing these is not a breach in itself (Payout Policy, sections 11.3 and 11.4), but telling us early helps avoid a hold on your account.

10.5 Misuse of the Content may lead to suspension or termination under Clause 13 and may expose you to legal action.

Market data

10.6 This Clause applies to the prices, charts, pricing data, historical market data and similar information made available to you through the Services ("Market Data").

10.6.1 Ownership. Market Data is supplied to us under licence. The intellectual property rights in it belong to CMC Markets or to third-party market data providers, as applicable, and Market Data is used to create the prices in the simulated environment. You have no right to Market Data other than the right to use it under this Clause 10.6.

10.6.2 Private Investor status. We treat every customer as a Private Investor unless you tell us otherwise under Clause 10.6.3. You are a Private Investor only if you meet all of the following conditions:

(a) you are a natural person (an individual);

(b) you access and use Market Data in an individual and personal capacity for your own use of the Services only, and not for any commercial purpose, not as a principal, officer, partner, employee or agent of any business, and not in connection with the professional management of any third party's assets;

(c) you are not a financial institution and are not registered with any securities agency, regulatory or self-regulatory body;

(d) you are not engaged in a financial services business and are not employed as a financial adviser; and

(e) you do not engage in the business of accessing or aggregating Market Data and redistributing or otherwise furnishing it to any third party.

10.6.3 Telling us if you are not a Private Investor. If you do not meet any of the conditions in Clause 10.6.2, or stop meeting one, you must tell us straight away by emailing support@cmcmarketsfunded.com and ask to be classified as a professional user of Market Data. We will update your classification and confirm it to you. Different market data fees or conditions may apply to professional users; we will tell you about them before they apply to you. We may ask you at any time to confirm your status.

10.6.4 How you may use Market Data. You must use Market Data only for the purposes set out in these Terms and in compliance with applicable law. You must not copy, redistribute, sell, publish or otherwise furnish Market Data to any third party, or use it to create another product or service. Sharing your own trade ideas, signals or copy services under Clause 7.10 is not redistribution of Market Data, but you must not pass on price feeds or other Market Data taken from the Services.

10.6.5 Delayed prices. We may show prices for some instruments with a delay.

10.6.6 Market Data is provided as is. Subject to Clause 12.7, Market Data, charts and other third-party content in the Services are provided on an "as is" and "if available" basis. We and our providers take reasonable steps to make them accurate and complete, but:

(a) we and our providers do not give trading or investment advice through them;

(b) we and our providers are not responsible if any Market Data or information is inadequate, inaccurate or incomplete;

(c) we and our providers do not guarantee that Market Data is timely;

(d) we and our providers are not responsible for anything you do or do not do based on Market Data;

(e) Market Data is provided for general purposes only and should not be the sole basis for any trading or investment decision; and

(f) Market Data and other third-party content is indicative and may be out of date at any time. Any analysis is based on past performance, patterns and data, which do not necessarily reflect future performance.

10.6.7 Audit. We may, after giving you written notice, audit your use of Market Data to check that it complies with these Terms. You must co-operate fully with any audit and promptly give us any information we ask for.

10.6.8 Records. We keep a record of your Market Data classification and of any change to it, and use it to report on Market Data use and for audit, as the Privacy Policy explains.

11. Identity, anti-money laundering, sanctions and fraud prevention

11.1 We, our Affiliates and our service providers may carry out know-your-customer, know-your-business, sanctions, politically exposed person, anti-money laundering, counter-terrorist financing, fraud, chargeback, wallet, location, device and behavioural screening before or after accepting an Order and on an ongoing basis.

11.2 We may ask you for documents, explanations, confirmations or further information when we have a specific reason to do so. Until we receive what we need, we may refuse access, pause the Services, pause a payout, reject a payment method or pause a Reward request. For a payment, the time limits in section 13 of the Payout Policy apply: we tell you within 1 Business Day, aim to decide within 5 Business Days of receiving what we need, and hold beyond 10 Business Days only for a documented legal or external obstacle.

11.3 We may refuse or reverse payments, decline payout methods, reject wallet addresses, block devices or accounts, or report suspicious activity to regulators, law enforcement, payment providers, banks, exchanges, wallet providers or screening providers where the law requires it or where our lawful interest in preventing fraud justifies it.

11.4 You authorise us to use third-party verification and screening services and to share with them the minimum information necessary, in line with our Privacy Policy.

11.5 You must not use stolen or unauthorised payment methods, false or altered documents, nominee identities, structures designed to evade sanctions or identity checks, mixers or tumblers where prohibited, sanctioned wallets or any method intended to conceal the true source, ownership or destination of funds.

11.6 Compliance and fraud holds are legitimate operational controls. Except where mandatory law requires otherwise, a hold, review or rejection under this Clause 11 does not entitle you to damages, interest or compensation.

12. Our liability to you

12.1 Subject to Clause 12.7, and to the fullest extent permitted by law, the Services and the Content are provided on an "as is" and "as available" basis.

12.2 Subject to Clause 12.7, and to the fullest extent permitted by law, we exclude all warranties and representations, whether express, implied or statutory, including as to merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy, completeness, suitability or compatibility.

12.3 Subject to Clause 12.7, we do not guarantee that the Services will be uninterrupted, error-free, continuously available, or free from delays, data inaccuracies or technical incidents caused by us, our providers, market data sources, exchanges, wallets, app stores, internet providers or payment systems.

12.4 Subject to Clause 12.7, and to the fullest extent permitted by law, we are not liable for any indirect, incidental, special, consequential or punitive loss, or for any loss of profit, opportunity, revenue, expected Reward, goodwill or data, or for loss arising from your own real trading, tax treatment or business decisions. This does not reduce a Reward or refund that is already payable.

12.5 Subject to Clause 12.7, and to the fullest extent permitted by law, we are not liable for loss arising from: (a) third-party platforms, feeds or software, including Trading Tools; (b) maintenance or operational downtime; (c) events outside our reasonable control (Clause 22.6); (d) your breach of these Terms; (e) your reliance on educational or analytical material; or (f) your decision to open, or not to open, a live trading account with CMC Markets or any other third party.

12.6 If, despite the exclusions above, we are found liable in connection with a specific Order, our total liability to you for that Order will not exceed the total fees you actually paid us for that Order. This limit does not apply to a valid Reward or refund owed under the Payout Policy or the Refund Policy (Payout Policy, section 15.6).

12.7 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for fraud, or for death or personal injury caused by negligence. If you are a Consumer, nothing in these Terms affects your statutory rights, including your rights under consumer law that the Services be provided with reasonable care and skill and as described.

12.8 If you are not a Consumer, you will indemnify us, our Affiliates and our officers, directors, employees, contractors and service providers against any third-party claim, loss, cost or expense (including reasonable legal fees) arising from your unlawful conduct, your breach of these Terms, your misuse of the Services or your infringement of any third-party right.

13. Breach of these Terms

13.1 If you breach these Terms, or we have a specific, recorded reason to suspect a breach, we may restrict your access to the Services, reject new Orders, pause payouts, freeze account functions or apply additional controls while we review it. We will tell you within 1 Business Day, unless the law prevents it, and we follow the time limits in section 13 of the Payout Policy.

13.2 If you breach Clause 1 (Eligible customers), Clause 7 (Rules of Simulated Trading), Clause 10 (Use of the Website, Services and Content), Clause 11 (Identity, anti-money laundering, sanctions and fraud prevention), or any other provision material to the integrity, legality or security of the Services, we may end one or more Agreements immediately.

13.3 We may also end or restrict access if continuing to provide the Services to you would put us or our providers in breach of law, regulation, or a payment or platform provider's requirements.

13.4 Except where mandatory law requires otherwise, we are not obliged to compensate you for action taken under this Clause 13.

13.5 Ending an Agreement under this Clause 13 does not cancel an approved Reward, a confirmed refund or a pending appeal, unless the review finds that the breach affects that amount (Payout Policy, sections 13.9 and 15.5).

14. Consumer cancellation rights and refunds

14.1 If you are a Consumer and the law where you live gives you a statutory right to cancel digital services bought online (a cooling-off right), you may exercise that right within the statutory period to the extent it applies.

14.2 Your trading account and its credentials are created as soon as your payment completes. Where a statutory right to cancel applies, we will ask you at checkout to request that we begin providing the Services immediately, and to acknowledge that your right to cancel may be lost or reduced once we do, to the extent the law permits.

14.3 To cancel under a statutory right, tell us within the applicable period by email to support@cmcmarketsfunded.com or through support in the Client Area.

14.4 Where a valid statutory right to cancel is exercised and has not been lost, we refund the amount the law requires under the Refund Policy, to the original payment method unless we agree another lawful method with you.

14.5 Except for rights required by law or expressly given by our Refund Policy or Payout Policy, activated Evaluation Programmes, Reward Stage access, completed resets, completed reviews and similar services already performed are non-refundable. An Evaluation Programme is activated when you place your first simulated trade on its account (Clause 5.8.2).

14.6 Where we refund an Order under the Refund Policy, we refund the whole fee paid for that Order, the Agreement for that Order ends and the trading account opened for it is closed. Simulated results on that account then no longer count towards any phase or Reward. This Clause 14.6 does not apply to the refund we start ourselves when you pass under section 2 of the Payout Policy: after that refund your Reward Stage account stays open.

15. Duration and termination

15.1 Each Agreement continues until the relevant Service is completed, expires, is failed, is passed, is ended under these Terms, or otherwise ends under the Programme Rules.

15.2 An Agreement may end automatically if: (a) the account was opened using a false identity or to get around a limit, restriction or verification check; (b) you die or, if you are a legal entity, you are dissolved, struck off, placed into liquidation or become insolvent; or (c) the Service by its nature ends on completion or failure.

15.3 We may end an Agreement immediately if: (a) you are no longer eligible under Clause 1; (b) you do not pay or maintain a valid payment; (c) you breach the personal use rules or commit a Prohibited Trading Practice; (d) you fail identity, anti-money laundering, sanctions or fraud checks; (e) a chargeback or payment dispute is raised on the Order, in which case this applies to that Order and the accounts opened from it, not to your other accounts; (f) the law, a court order, a regulator, a payment provider, a platform provider or another competent authority requires it; or (g) you materially breach these Terms.

15.4 Inactivity. We do not close accounts for inactivity.

15.5 You may stop using the Services at any time. If you ask us to close your Client Area or end an activated product early, the Agreement ends, and any refund is governed by the Refund Policy and mandatory law.

15.6 We may end or discontinue a Service for convenience on at least 14 days' notice if we are withdrawing a product or materially reorganising the Services. Where reasonably practicable, we will let you complete the current active phase, offer a reasonable substitute or transition path, or refund the full fee paid for the affected Order, unless legal, security or integrity reasons prevent this.

15.7 When an Agreement ends, your access to the relevant Services ends immediately or on the stated effective date. We may close any open simulated positions, archive your records and block credentials. Pending Reward requests are handled under section 15.5 of the Payout Policy: an approved Reward, a confirmed refund and a pending appeal survive termination. If a Reward Stage account ends because it reaches its daily loss limit or maximum loss, that is not misconduct. We pay your share of any eligible net profit left on the account when it ends, meaning the closed balance above the starting balance, with no $50 minimum. A Reward we have already approved is paid as normal.

15.8 The following Clauses survive termination to the extent relevant: Clause 9 (Rewards, payouts and credits), Clause 10 (Use of the Website, Services and Content), Clause 11 (Identity, anti-money laundering, sanctions and fraud prevention), Clause 12 (Our liability to you), Clause 18 (Personal data and Simulated Trading information), Clause 19 (Relationship with CMC Markets), Clause 20 (Governing law and disputes), Clause 21 (Communications and notices), Clause 22 (General) and Clause 23 (Definitions and interpretation), together with the Payout Policy as it applies to amounts owed.

16. Technical issues, defective performance and complaints

16.1 If you notice a technical issue, pricing anomaly, dashboard problem, payout issue or other defect affecting the Services, please report it promptly by email to support@cmcmarketsfunded.com or through support in the Client Area, giving the account, date, time and a description of the issue.

16.2 If you continue trading after noticing a technical issue without waiting for our response, we may take that into account when assessing any request for a remedy, particularly where continued trading increased your exposure or relied on the issue itself.

16.3 We may use AI-assisted tools, automation and third-party support systems for technical support, review, translation, triage and complaint handling.

16.4 If the Services were materially defective or materially different from what was agreed, your remedies are those available under mandatory law and, where the law permits, re-performance, reactivation, a reset, a reasonable extension or, where none of these is reasonable, a refund of the whole Order under the Refund Policy.

16.5 We aim to investigate complaints within 30 calendar days of receiving all the information we reasonably need. Complaints and appeals about a pass refund or a Reward follow the shorter timings in section 14 of the Payout Policy.

16.6 If you dispute a card payment, cryptocurrency transfer or other payment through your bank, processor, wallet provider or exchange, we may suspend the Services and any Reward processing linked to the disputed Order while the dispute is unresolved.

17. Changes to these Terms and to the Services

17.1 We may amend these Terms from time to time, including to reflect changes in law, regulation, fraud patterns, third-party platform requirements, technical architecture, pricing, risk controls, product design, payment methods or customer support processes.

17.2 For a change that is less favourable to you, we will give at least 7 days' notice by email and in the Client Area before it takes effect, and we will publish the updated Terms on the Website with a new version number and date. We may give shorter notice only where the change is needed sooner for security, fraud prevention or legal compliance, and we will say why.

17.3 A change that is less favourable to you applies to Orders placed after it takes effect. It applies to an account you already hold only where the law requires it, where it is needed for security or fraud prevention, or where you agree to it. Continuing to use the Services, or asking for money already owed, does not mean you agree to a new restriction on an existing account. If you do not agree to a change, you may stop using the Services and end any affected Service you have not started before the change takes effect.

17.4 We may update the Services, Programme Rules, Restricted Jurisdictions, supported payment methods, Prohibited Trading Practices, Platform integrations and operational processes from time to time. A change to the Programme Rules applies only to accounts opened after it takes effect, unless it is required by law or corrects a manifest error, or you agree to it. A change that only gives you more freedom or better terms may apply to existing accounts straight away, as Clause 7.10.8 does.

18. Personal data and Simulated Trading information

18.1 We process personal data in line with our Privacy Policy, which forms part of the documents governing the Services.

18.2 If you give us personal data about other individuals, including employees, directors, officers, beneficial owners or contractors, you confirm that you are authorised to do so and have given them any notice the law requires.

18.3 We, our Affiliates and our service providers may access, record, analyse and process information about your registration, Orders, payments, devices, support requests, verification checks, communications and Simulated Trading activity.

18.4 We may use that information, including by automated means and AI-assisted systems, for customer support, translation, fraud prevention, sanctions and compliance review, running and improving the Services, analytics, research, internal risk management, internal discretionary trading evaluation, dispute handling and business intelligence.

18.5 Where the law permits, we may aggregate or anonymise account and trading data and use it for statistical, product development, research or risk management purposes, including after termination.

18.6 We do not share your personal data with any CMC Markets company for its own purposes. Any support we receive from CMC Markets under the written commercial agreement referred to in Clause 2.10 is described in the Privacy Policy.

18.7 Nothing in this Clause 18 transfers ownership or control of your contracts, our payout obligations or our refund obligations from True North Tech L.L.C-FZ to any CMC Markets company. Any operational support we receive is limited to the purposes permitted by law, the Privacy Policy and the written commercial agreement referred to in Clause 2.10.

18.8 The end of an Agreement does not affect our right to keep and process data where the law requires or permits it, including for our legitimate interests, fraud prevention, tax or accounting rules, or to establish, exercise or defend legal claims.

19. Relationship with CMC Markets

19.1 We do not provide live trading accounts. If you choose to open a live account or use any other service with a CMC Markets company, that is a separate matter between you and that company, governed solely by its own legal documents, including its onboarding, eligibility, risk disclosure, fees, complaints handling and regulatory protections.

19.2 No CMC Markets company is responsible for our Evaluation Programme, Reward Stage, fees, payout decisions, refund decisions, trading rules, customer support or any dispute between you and us, and no CMC Markets company guarantees any payment, Reward, refund, service level or result under these Terms.

20. Governing law and disputes

20.1 These Terms, each Agreement and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates, without regard to conflict of laws principles.

20.2 If you are a Consumer, nothing in these Terms deprives you of the protection of mandatory rules of the law of the country where you are habitually resident that cannot be excluded by contract.

20.3 Subject to Clause 20.2, the courts of Dubai, United Arab Emirates, have exclusive jurisdiction over disputes arising out of or in connection with these Terms or the Services.

20.4 Before starting formal proceedings, each party should first try in good faith to resolve the dispute through our support team, by email to support@cmcmarketsfunded.com or through support in the Client Area, unless urgent injunctive relief is needed. You do not have to complete our internal appeal process before exercising a legal right (Payout Policy, section 14.4).

20.5 If mandatory consumer law gives you a right to use an alternative dispute resolution body or similar redress scheme where you live, nothing in these Terms limits that right.

21. Communications and notices

21.1 We may communicate with you electronically through the Client Area, by email, through the Website, by push notification, by in-product notice or by other electronic means we reasonably use in providing the Services.

21.2 You are responsible for keeping your contact details accurate and for monitoring the email address and other channels linked to your account.

21.3 Unless mandatory law requires otherwise, a notice from us is treated as received when it is posted in the Client Area, or 24 hours after it is sent to your registered email address.

21.4 Notices from you are treated as received only when we actually receive them through the contact methods we designate on the Website or in the Client Area.

21.5 These Terms are written in English. Any translation is for convenience only. If there is an inconsistency, the English version prevails to the fullest extent permitted by law.

22. General

22.1 These Terms, together with your Order, the applicable Programme Rules, the Payout Policy, the Privacy Policy, the Refund Policy, the Risk Warning Notice and any other document expressly incorporated by reference, form the entire agreement between you and us in relation to the relevant Services.

22.2 If there is a conflict between the documents forming the Agreement, the following order of precedence applies unless mandatory law requires otherwise: (a) the specific commercial settings in your Order; (b) the Payout Policy, on the matters it says it governs in its section 1.6 (pass refunds, Reward eligibility, payment timing, trading rule decisions affecting payment, and appeals); (c) these Terms; (d) the Programme Rules; and (e) the other incorporated policies and Website pages.

22.3 We may assign, novate or transfer any Agreement, or any of our rights or obligations under it, to an Affiliate, a successor, a buyer of our business or another third party, provided this does not reduce your rights under it; we will tell you if we do. You may not assign, transfer or otherwise dispose of any Agreement or right under it without our prior written consent.

22.4 If any provision of these Terms is found to be invalid, illegal or unenforceable, the rest of these Terms remain in full force, and the provision concerned will apply with the minimum change needed to make it enforceable while keeping its purpose as far as possible.

22.5 No waiver by either party of a breach or default operates as a waiver of any later breach or default.

22.6 We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including natural disasters, power failures, internet outages, war, terrorism, civil unrest, pandemics, industrial action, platform provider failures, exchange outages, market data failures, payment provider interruptions, legal restrictions or government action.

22.7 Nothing in these Terms creates a partnership, joint venture, employment, agency or fiduciary relationship between you and us, or between you and any CMC Markets company.

22.8 We may use contractors, processors, support providers, payment providers, fraud screening providers and other third parties to perform parts of the Services on our behalf.

22.9 We may keep records of the Agreement, your Orders, your communications and your account history in electronic form, and those records are admissible to the fullest extent permitted by law.

22.10 Headings are for convenience only and do not affect interpretation.

22.11 A person who is not a party to an Agreement has no right to enforce it merely because that person is referred to in these Terms, except that our Affiliates and service providers may rely on any limitation, exclusion or protection in these Terms that is expressed to benefit them.

23. Definitions and interpretation

23.1 In these Terms:

23.1.1 "Affiliate" means a company that controls True North Tech L.L.C-FZ, is controlled by it, or is under common control with it. No CMC Markets company is our Affiliate.

23.1.2 "Agreement" means the contract formed between you and us when we accept an Order or otherwise give you access to a Service, incorporating the documents referred to in Clause 22.1.

23.1.3 "Business Day" means Monday to Friday, excluding public holidays observed in the United Arab Emirates, with Business Day deadlines ending at midnight UAE time (UTC+4), as defined at the start of the Payout Policy.

23.1.4 "Client Area" means the client portal at client.cmcmarketsfunded.com and any other account area we make available to you.

23.1.5 "CMC Markets" means the CMC Markets group company with which we hold the written commercial agreement referred to in Clause 2.10.

23.1.6 "Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession.

23.1.7 "Content" has the meaning given in Clause 10.1.

23.1.8 "Domain" means cmcmarketsfunded.com and its subdomains.

23.1.9 "Eligible Challenge Fee" and "Final Pass" have the meanings given in sections 2.2 and 2.3 of the Payout Policy.

23.1.10 "Evaluation Programme" means any assessment product, challenge or evaluation service we offer, in one or more phases, through which we assess simulated trading performance.

23.1.11 "Free Trial" means any free or limited-scope version of the Services we offer from time to time.

23.1.12 "Market Data" has the meaning given in Clause 10.6.

23.1.13 "Order" means a request by you to buy or access a specific Service through the Website, the Client Area or another checkout channel we authorise.

23.1.14 "Payout Policy" means the payout policy we publish on the Website, in the version that applies to your Order under its section 1.5.

23.1.15 "Platform" means the third-party trading, charting, analytics or execution simulation interface through which Simulated Trading is provided, currently Match-Trader, including its Trader API and MCP server.

23.1.16 "Privacy Policy" means the privacy policy we publish on the Website, as updated from time to time.

23.1.17 "Private Investor" has the meaning given in Clause 10.6.2.

23.1.18 "Programme" means the CMC Markets Funded simulated evaluation and Reward Stage programme described in these Terms.

23.1.19 "Programme Rules" means the product-specific rules, objectives, loss limits, permitted conduct, supported instruments and other settings for your Service, as shown on the Rules page of the Website and in your Order when you bought it. If the Rules page and your Order differ, your Order applies.

23.1.20 "Prohibited Trading Practice" means any conduct listed in Clause 7.3.

23.1.21 "Refund Policy" means the refund policy we publish on the Website, as updated from time to time.

23.1.22 "Related Person" means any person or entity that controls you, is controlled by you or is under common control with you, that uses the same payment card, bank account or wallet as you, or that trades or uses the Services together with you under a shared arrangement. Sharing a home, a family relationship, an internet provider or an IP address does not on its own make someone a Related Person, and copying, following or providing signals under Clause 7.10 does not make the provider and the follower Related Persons.

23.1.23 "Restricted Jurisdiction" means any country, territory, region or category of person that we restrict or do not serve, as published on the Website under Clause 1.1.2.

23.1.24 "Reward" means any contractual payout, fee share, credit or other amount that we expressly approve as payable to you in the Reward Stage or under another specific programme we offer.

23.1.25 "Reward Stage" means any post-evaluation simulated account or programme we operate under which an eligible user may become entitled to request a Reward.

23.1.26 "Risk Warning Notice" means the risk warning notice we publish on the Website, as updated from time to time.

23.1.27 "Services" means the Website, the Client Area, the Evaluation Programme, the Reward Stage, analytics tools, educational materials, support services and any other related services we make available.

23.1.28 "Simulated Trading" means activity that simulates trading on financial markets in a simulated environment using market data, without real market execution in your name.

23.1.29 "Terms" means these CMC Markets Funded General Terms and Conditions, as amended from time to time under Clause 17.

23.1.30 "Trading Objectives" means the targets, limits and conditions that must be met to pass a phase, remain in good standing or qualify for a Reward, as set out in the Programme Rules.

23.1.31 "Trading Tool" has the meaning given in Clause 7.10.1.

23.1.32 "Website" means the website or websites through which we offer the Services, including related subdomains, landing pages and linked portals we operate under the CMC Markets Funded brand.

23.2 References to a currency include the equivalent value in another currency where the context requires.

23.3 "Including" and similar words mean "including without limitation".