

CMC MARKETS FUNDED

General Terms and Conditions

Master 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 / PROGRAMME

CMC Markets Funded

COMPANY TYPE

Limited Liability Company – Free Zone

CORPORATE REGISTRY

Meydan Free Zone, Dubai, United Arab Emirates

REGISTRATION NUMBER

2646504

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.

BUSINESS LICENCE NUMBER

2646504.01

REGISTERED OFFICE

Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.

VERSION

2.1

DATE

1 October 2026

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

CMC Markets Funded is operated by True North Tech L.L.C-FZ | Registration No. 2646504 | Licence No. 2646504.01

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Important information

These Terms are drafted for the CMC Markets Funded simulated evaluation and reward-stage business model and should be read together with the Program Rules for your product shown on the Rules page and in your Order, and with our Privacy Policy, Refund Policy and Risk Warning Notice, each published on the Website. We will publish our Payout Policy on the Website before any Reward can be requested.

- All participant trading under the Program is simulated only. No live funded participant account is provided by True North Tech through the Program.
- Any Reward is a contractual payment based on simulated performance and compliance, not client money, a deposit return or a share of real trading profits earned by you.
- Your contract is with True North Tech L.L.C-FZ, trading as CMC Markets Funded. True North Tech independently owns and operates the Domain and the Program, provides the Platform through a third-party provider, and remains responsible for service fees, participant support, Rewards and refunds.
- CMC Markets Funded operates in conjunction with CMC Markets under a written commercial agreement. No CMC Markets entity is the operator of the Program, your contractual counterparty, or a guarantor of any Reward, refund, service level or result.

We are True North Tech L.L.C-FZ, formed in the Meydan Free Zone, Dubai, United Arab Emirates under Formation Number 2646504, holding Business Licence Number 2646504.01, with registered office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.

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 a natural person who is at least eighteen (18) years old and has legal capacity to enter into binding contracts, or you are a validly existing legal entity acting through a duly authorised representative;
 - 1.1.2 you, and if applicable your beneficial owners, controllers, directors and authorised users, are not located in, resident in, incorporated in, organised in, or otherwise subject to a jurisdiction that we block, restrict or do not serve (each a Restricted Jurisdiction);
 - 1.1.3 you are not subject to sanctions, asset freezes, watchlists, anti-money laundering restrictions, or other legal prohibitions that would make your use of the Services unlawful or commercially unacceptable to us or our providers;
 - 1.1.4 you do not have a history of payment fraud, identity fraud, market abuse, terrorism financing, money laundering, cyber abuse, or other conduct that we reasonably consider inconsistent with the integrity of the Services; and
 - 1.1.5 you satisfy any identity, source-of-funds, source-of-wealth, wallet, device, geolocation, payment or fraud checks that we, our affiliates or our service providers reasonably require.
- 1.2 If you register or place an Order on behalf of a legal entity, you represent and warrant that you have full power and authority to bind that entity. In that case, references to “you” and “your” in these Terms also apply to that entity where the context requires.
- 1.3 If you provide a company number, VAT registration number, trade licence number or similar business information, or if you otherwise use the Services mainly for business purposes, you will not be treated as a Consumer for the purposes of these Terms except to the extent mandatory law requires otherwise.
- 1.4 You may use the Services only in compliance with applicable law in your location. You are solely responsible for determining whether your access to or use of the Services is lawful where you are located.
- 1.5 We may refuse any registration or Order, or suspend or terminate access, if we reasonably believe that you do not meet the eligibility requirements in this Clause 1.
- 1.6 You must promptly notify us if you cease to meet any eligibility requirement or if any information previously provided by you becomes inaccurate, incomplete or misleading.

2 Important Nature of the Services

- 2.1 The Services are educational, analytical and evaluative in nature and are delivered through simulated trading only. The Services are designed to help identify, assess and develop trading skill using a simulated environment.
- 2.2 Unless we expressly state otherwise in writing, we do not provide you with a live brokerage account, a deposit account, custody, portfolio management, investment management, execution-only dealing services, clearing services, payment services, banking services or any other regulated financial service through the Program.
- 2.3 Any 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, but no customer trade submitted through the Services is a real market order, no customer order is executed in a real financial instrument in your name, and no customer receives a live funded account from us.
- 2.4 Any amount displayed in a simulated account, dashboard or Platform is not real money, is not a deposit, is not client money, has no cash value and does not represent funds held by us for you.
- 2.5 Fees paid to 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 Any Reward approved under the Reward Stage is a contractual payment by us based on simulated performance, data generation, conduct and compliance with the Program Rules. A Reward is not a share of profits on real trading done by you, not interest, not wages or salary, not employment compensation, and not a return on invested capital.
- 2.7 Nothing in the Services, the Website, the Client Area, our content, or any support communication constitutes financial, investment, legal, tax or accounting advice, or a recommendation that you buy, sell, hold or otherwise deal in any asset or strategy. You are solely responsible for your own decisions.
- 2.8 Because the Program is simulated only, enrolling in an Evaluation Program is not the same as applying for a live leveraged trading account. We may nevertheless require verification before payout, before referral or at any other point for fraud, sanctions, compliance or operational reasons.
- 2.9 CMC Markets Funded, the Domain and the Program are owned and operated by True North Tech L.L.C-FZ, a company formed in the Meydan Free Zone, Dubai, United Arab Emirates under Formation Number 2646504 and Business Licence Number 2646504.01, 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 service fees, administers participant accounts and is responsible for contractual 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 group entity. It operates the Program 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 entity the operator of the Program, your broker, our agent, or the payor or guarantor of any Reward or refund.

3 Orders, Fees and Payment

- 3.1 To purchase paid Services, you place an Order through the checkout on the Website and provide the information requested there. You can view your Orders and trading accounts in the Client Area, the client portal 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 select the product (which sets the phase structure), the simulated account size, the leverage, any add-ons and the payment method, from the options made available by us for that product. The commercial parameters displayed at checkout and confirmed in your Order, including the leverage, form part of your Agreement with us.
- 3.3 You may review and correct your Order before submission. An Order becomes binding when you submit it with a payment obligation and, where applicable, complete payment.
- 3.4 All information provided by you in connection with registration, an Order, verification, support or payout must be complete, accurate, current and not misleading. We are entitled to rely on the information you provide and are under no obligation to investigate it independently unless we decide to do so.
- 3.5 The fee for an Evaluation Program or other paid Service is shown at checkout. Any taxes that we are required by law to charge will be shown in the checkout total or otherwise disclosed to you before payment.
- 3.6 Discounts, vouchers, promotional credits and other benefits may not be combined unless we expressly state otherwise.
- 3.7 Payment may be made only using the methods shown in the checkout flow at the time of your Order. Availability of payment methods, including card schemes, may vary by country, currency, product and risk profile.
- 3.8 If you choose to pay in a currency different from our base pricing currency, or if you pay using crypto, exchange rates, spreads, third-party conversion charges, blockchain network fees or processor fees may apply. You are responsible for all fees charged by your bank, card issuer, wallet provider, payment processor or exchange.
- 3.9 A fee is treated as paid only once the full amount has been successfully received by us or our authorised payment provider. If payment is incomplete, reversed, disputed, clawed back or later found to be unauthorised, we may cancel or suspend the relevant Order and any related Services or Rewards.
- 3.10 We may provide invoices, receipts and transaction records electronically through the Client Area, by email or through a payment-provider portal.
- 3.11 Except to the extent required by mandatory law, expressly stated in our Refund Policy, or specifically agreed by us in writing, fees are non-refundable once the relevant Service has been activated or materially performed.

- 3.12 You may place multiple Orders unless we impose a limit. Each accepted Order is a separate Agreement unless we expressly state otherwise.
- 3.13 We may limit the number of Orders you can place, the aggregate simulated account size you may hold across your accounts, or the number of accounts associated with you, your devices, your payment methods, your wallets, your household, your beneficial ownership structure, your staff or any Related Person.
- 3.14 Unless we expressly allow otherwise, 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.
- 3.15 If we previously restricted, suspended or terminated your access and later agree to permit new access, we may require enhanced verification, repayment of our chargeback or administrative costs, or additional compliance steps before accepting any new Order.

4 Client Area and Trading Platform

- 4.1 Access to the Services is provided through the Website, the Client Area and one or more third-party trading or analytics platforms selected by us from time to time, including platforms made available through external providers.
- 4.2 Following acceptance of an Order and, where applicable, receipt of payment, we will provide or make available the credentials, links and access details necessary for the relevant Platform or Service.
- 4.3 You must keep your profile credentials, platform credentials, wallet confirmations and security codes confidential and secure. You must not share them with any other person.
- 4.4 You are responsible for all activity that occurs through your Client Area, your Platform account, your registered email address, your payment methods and your connected devices unless mandatory law provides otherwise.
- 4.5 Unless we approve otherwise after verification, you may maintain only one primary Client Area. We may merge, suspend or close duplicate or linked Client Areas at our discretion.
- 4.6 You may request closure of your Client Area at any time. Closure will end your access to the Services and may terminate all active Agreements linked to that Client Area. Closure does not by itself entitle you to a refund; any refund is governed by our Refund Policy and mandatory law.
- 4.7 We may perform maintenance, security work, upgrades, migrations or emergency interventions at any time. The Website, Client Area or Platform may therefore be unavailable, degraded or limited from time to time.
- 4.8 You are responsible for obtaining and maintaining the hardware, internet access, mobile service, software, browsers, operating systems, security controls and other technical resources necessary to use the Services.

- 4.9 Some features of the Services rely on third-party software, plugins, APIs or platforms. Your use of those components may also be subject to the relevant third party's terms, policies and technical restrictions. We are not responsible for any third-party software, data feed, application store, platform operator or communication network.

5 Our Services

- 5.1 The Services are intended to provide education, analytics, a simulated market environment and a structured way to evaluate trading performance.
- 5.2 Simulated Trading is designed to reproduce market conditions, but it 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 Program Rules.
- 5.3 As part of the Services, we may provide analytics dashboards, performance reports, educational materials, platform access, support, rule-monitoring tools, notifications, AI-assisted support functions and other ancillary tools or content.
- 5.4 We may offer the Services in one or more of the following modes:
- 5.4.1 a Free Trial, demo or sample environment;
 - 5.4.2 an Evaluation Program consisting of one or more assessment phases; and
 - 5.4.3 a Reward Stage or other post-evaluation simulated program.
- 5.5 We may modify, add, replace, suspend or remove features, products, markets, supported assets, symbols, rules, data sources, payout methods, supported jurisdictions or technical components of the Services at any time, subject to Clause 17.
- 5.6 The Program Rules and commercial parameters 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. Only one active Free Trial may be permitted at a time unless we state otherwise. We may suspend, change or withdraw a Free Trial at any time.
- 5.8 Evaluation Program.
- 5.8.1 We may offer one-step, two-step or other assessment formats. The precise structure, objectives, limits and permitted trading conditions for your chosen product are set out in your Order and the applicable Program Rules.
 - 5.8.2 Unless the Program Rules state otherwise, an evaluation phase is activated when you place your first simulated trade in that phase.

- 5.8.3 If you do not activate an evaluation phase within the period stated on the Website, in the Client Area or in your Order confirmation, we may suspend or cancel that phase. We may, but are not obliged to, allow reactivation, reset or extension on the terms then offered by us.
- 5.8.4 To pass an evaluation phase, you must satisfy all applicable Trading Objectives and Program Rules, close or otherwise deal with open positions in the way we require for assessment, remain eligible under Clause 1, and avoid any breach of these Terms, including any Prohibited Trading Practice.
- 5.8.5 If you pass a phase, your account moves to the next phase or, after the final phase, to the Reward Stage. Passing does not limit our rights under Clauses 6.5, 6.6 and 7.
- 5.8.6 If you breach the Program Rules, fail the Trading Objectives, fail verification, or otherwise do not satisfy the conditions of a phase, we may treat the phase and the related Evaluation Program as unsuccessful.

6 Reward Stage (Simulated Only)

- 6.1 When you pass the final phase of an Evaluation Program, your account moves to the Reward Stage. We may review the account before or after it moves.
- 6.2 The Reward Stage remains simulated only. We do not provide live funded customer accounts under the Reward Stage, and we do not execute your customer trades in the market in your name.
- 6.3 Participation in the Reward Stage may be subject to additional terms or policies, may be time-limited and may be withdrawn or not renewed by us in accordance with these Terms.
- 6.4 Participation in the Reward Stage does not create an employment relationship, worker relationship, partnership, agency, joint venture, fiduciary duty, managed-account arrangement or investment-management relationship between you and us.
- 6.5 Eligibility for, and continued participation in, the Reward Stage may be conditioned on identity verification, sanctions checks, anti-fraud review, tax documentation, payout method verification, geographic restrictions, aggregate allocation limits and any further policies published by us.
- 6.6 We may refuse access to, suspend or terminate the Reward Stage if we reasonably believe that you have breached these Terms, engaged in a Prohibited Trading Practice, failed a compliance review, triggered a fraud alert, caused a chargeback, become ineligible, or otherwise created legal, financial or reputational risk for us.
- 6.7 We may cap the total simulated account size, number of accounts, maximum available allocation, payout frequency, payout amount or other risk parameters that apply to you or any Related Person across all evaluation and Reward Stage accounts.
- 6.8 We may, at our sole 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. Any such activity is an internal discretionary 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 profit participation in any account owned by us or our affiliates, except for any Reward expressly approved under these Terms and the applicable Program Rules.

7 Rules of Simulated Trading

- 7.1 You may engage in Simulated Trading only in a genuine, personal and good-faith manner and only in accordance with these Terms, the applicable Program Rules and any restrictions imposed by the relevant Platform or market setup.
- 7.2 Personal use only. Except where we expressly authorise it in writing, you must not:
- 7.2.1 allow any third party to access your Client Area, Platform, account credentials or account data;
 - 7.2.2 permit another person to trade on your behalf, monitor trades on a discretionary basis, or manage your account as an account manager, signal manager, prop manager or similar service provider;
 - 7.2.3 access another user's account, perform trading on behalf of another user, or coordinate with another user to bypass Program Rules;
 - 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, share access beyond the specific individuals authorised by us or reasonably necessary senior personnel acting within their corporate role.
- 7.3 Prohibited Trading Practices. The following are examples of conduct that we may treat as prohibited, abusive, non-genuine or designed to game the Services:
- 7.3.1 exploiting delays, stale quotes, incorrect prices, off-market prices, feed errors, server latency, exchange halts, charting defects, platform glitches, rollover anomalies, spread anomalies or similar technical or market-data irregularities;
 - 7.3.2 using opposite-side or hedged positions across your own accounts, across accounts of Related Persons, across accounts of other users, or across outside brokers or platforms where the purpose or effect is to bypass drawdown limits, create artificial certainty, manipulate pass rates or engineer payouts;
 - 7.3.3 copy trading, mirror trading, signal sharing, social-trading arrangements, group trading, commercially sold signal services or substantially identical coordinated execution across multiple users or accounts where that conduct breaches the personal-use requirement or circumvents our allocation and integrity controls;
 - 7.3.4 opening, closing or modifying trades primarily to exploit illiquid conditions, platform resets, market opens or closes, news-spike behaviour, weekend conditions, delayed data or temporary market dislocations in a manner inconsistent with genuine skill assessment;

- 7.3.5 using scripts, bots, APIs, plugins, automation, order flooding, excessive message traffic or infrastructure abuse that interferes with the Platform, degrades service, disguises identity or gives an unfair structural advantage; even where automation is otherwise allowed, we may still treat it as prohibited if used abusively;
 - 7.3.6 insider dealing, misuse of non-public information, market manipulation, spoofing, layering, wash trading or any unlawful, deceptive or manipulative conduct;
 - 7.3.7 engaging in strategies or risk behaviour that a reasonable person would regard as gambling-style, structurally abusive or inconsistent with prudent risk management, including repeated all-in exposures, extreme one-way concentration, repeated martingale or grid escalation, or sudden position-size spikes used to game the evaluation;
 - 7.3.8 misrepresenting your identity, location, ownership, devices, payment methods, wallets or relationships with other users, including through VPNs, proxies, remote devices, false documentation, synthetic identities or other concealment techniques; or
 - 7.3.9 any other conduct that we reasonably determine is abusive, fraudulent, non-genuine, materially inconsistent with the purpose of the Services or likely to jeopardise the integrity, economics or fairness of the Program.
- 7.4 Risk-management expectations. In addition to avoiding Prohibited Trading Practices, you must follow reasonable risk-management standards. Without limitation, you must:
 - 7.4.1 comply with all drawdown, daily loss, total loss, leverage, volume, trading-day, news, holding-period, weekend, stop-loss or concentration limits set out in your Program Rules;
 - 7.4.2 avoid disproportionate exposure in one symbol, one correlated basket, one event or one trade idea relative to the simulated account size and your prior pattern of activity; and
 - 7.4.3 trade in a way that can reasonably be assessed as a genuine strategy rather than a method intended only to maximise the statistical chance of passing or extracting a payout from the Program.
- 7.5 We may maintain and update a separate page, policy or knowledge-base article setting out examples of Prohibited Trading Practices or additional interpretive guidance. Those examples are illustrative and not exhaustive.
- 7.6 Consequences. If we reasonably determine that you have breached this Clause 7 or otherwise engaged in non-genuine or abusive conduct, we may, without limitation:
 - 7.6.1 treat the relevant phase or account as failed;
 - 7.6.2 remove, cancel, void, adjust, reclassify or ignore one or more simulated trades or their results;
 - 7.6.3 exclude all or part of the resulting profit or loss from reward calculations;
 - 7.6.4 reduce leverage, size limits, tradable symbols or other account permissions;
 - 7.6.5 after a finding under this Clause 7, impose additional review periods or risk caps on the affected account;

- 7.6.6 suspend or terminate one or more Services or Agreements, including the Client Area and any Reward Stage account;
- 7.6.7 withhold, cancel, offset or claw back Rewards; and
- 7.6.8 prevent future use of the Services by you or any Related Person.
- 7.7 We may take the actions described above without prior notice where necessary to protect the Services, although we will generally try to notify you afterwards where practicable.
- 7.8 If prohibited or coordinated conduct occurs across multiple accounts linked to you or any Related Person, we may apply corrective action across all such accounts and all related Orders.
- 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.

8 Abusive trading, payout integrity and platform telemetry

- 8.1 Abusive trading strategies are strictly prohibited. These include latency arbitrage, high-frequency trading designed to exploit feed delays, stale-quote exploitation, coordinated account hedging, order flooding, abuse of platform limitations, external copy trading, third-party account passing, Expert Advisors, bots or other automated trading used in a way the Program Rules for your product do not allow, and any other trading pattern that we reasonably consider toxic, collusive, non-genuine or inconsistent with the purpose of the Program.
- 8.2 We may use platform monitoring, transaction histories, anomaly alerts, CRM reporting and other risk tools to monitor execution timing, trade sequencing, IP and device overlap, correlated order flow, account hedging and other abuse indicators.
- 8.3 Every Reward request is reviewed before payment. During the review 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 limitations, delayed pricing or execution errors, or that breached the Program Rules.
- 8.4 The Program Rules for your product state whether any restricted trading window applies around high-impact economic releases. Where they set none, you may open, close and modify trades around economic releases, subject to Clause 7.3.
- 8.5 If our systems identify matching execution sequences, overlapping IP addresses, shared devices, shared payment methods, related wallets or other signs of third-party passing, copy services or coordinated trading across multiple accounts, the relevant accounts may be treated as in breach and any pending Rewards may be forfeited.

9 Rewards, Payouts and Credits

- 9.1 Only users who are validly admitted to the Reward Stage, remain eligible and satisfy all applicable conditions may request or receive a Reward.
- 9.2 Reward calculations are made by us in accordance with the applicable Program Rules and may exclude invalid, reversed, voided, adjusted, disputed or prohibited trading activity, prior overpayments, applicable offsets, taxes we must withhold, and any fee for your chosen payout method that we show you before you confirm your Reward request.
- 9.3 We may apply payout schedules, payout windows, minimum payout thresholds, reserve periods, split percentages, caps, active-day requirements or review periods as set out in the Program Rules or the Client Area.
- 9.4 Before the first Reward payment, and again whenever reasonably required, you must complete the verification steps requested by us. These may include identity verification, liveness checks, address verification, tax documentation, verification of the payout method you choose, source-of-funds review, sanctions screening and enhanced due diligence.
- 9.5 We pay an approved Reward by a payout method we make available to you in the Client Area when you request it. The methods available may vary by country, risk profile and operational capacity.
- 9.6 If we make a wallet payout available and you choose it, you are responsible for providing a wallet that is accurate, compatible, lawfully owned or controlled by you, and not subject to sanctions or heightened risk restrictions. Transfers sent to an address provided by you may be irreversible.
- 9.7 If a Reward cannot be completed because of inaccurate details, a rejected wallet, a compliance hold, a processor rejection, a failed transfer or a legal restriction, we may delay payment, ask you to choose another method, or cancel the request until the issue is resolved.
- 9.8 We may withhold, offset, reduce or claw back a Reward if there is a chargeback, fraud alert, sanctions issue, KYC failure, duplicate payment, manifest calculation error, breach of these Terms, legal requirement, tax withholding obligation or unresolved dispute concerning the relevant account or Order.
- 9.9 From time to time we may issue store credit, coupons, promotional balances, reset tokens or similar benefits. Unless mandatory law requires otherwise, such benefits have no cash value, are personal to you, may expire and may be governed by separate promotional terms.
- 9.10 You are solely responsible for any taxes, duties, declarations, filings or reporting obligations arising from your purchase of the Services or 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, content, educational material, documentation and all other elements of the Services (collectively, 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, non-transferable licence to access and use the Content solely for your own internal use of the Services.
- 10.3 Except as expressly permitted by these Terms or by mandatory law, you must not:
 - 10.3.1 copy, scrape, download at scale, republish, distribute, sell, sublicense, rent, lease, frame, mirror or otherwise exploit 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, extractor, automation or similar means to collect information from the Services except through a feature or API expressly provided by us;
 - 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 relevant owner's permission;
 - 10.3.6 create a competing service, training dataset, bot, analytics product or derivative work from the Content except as mandatory law expressly allows; or
 - 10.3.7 use the Services or the Content in any manner likely to damage, disable, overburden or impair them or to harm our reputation.
- 10.4 If you know or suspect that another user shares your device, your household internet connection, your payment card, your bank account, your wallet, your business, your address or your corporate ownership structure, you must disclose that to us if requested and, where relevant, before using the Services in a way that could trigger our anti-fraud controls.
- 10.5 Any misuse of the Content may result in immediate suspension or termination and may also expose you to legal action.

11 KYC, AML, Sanctions and Fraud Prevention

- 11.1 We, our affiliates and our service providers may perform know-your-customer, know-your-business, sanctions, politically-exposed-person, anti-money laundering, anti-terrorist financing, fraud, chargeback, wallet, geolocation, device and behavioural

screening before or after accepting an Order and on an ongoing basis.

- 11.2 We may require documents, explanations, attestations or further information from you at any time. Until we are satisfied, we may refuse access, suspend the Services, block a payout, reject a payment method or cancel a Reward request.
- 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, wallets or screening providers where we are legally required or where our lawful anti-fraud interests justify doing so.
- 11.4 You authorise us to use third-party verification and screening services and to share the minimum information necessary with those providers in accordance with our Privacy Policy.
- 11.5 You must not use stolen or unauthorised payment methods, false or altered documents, nominee identities, anonymising structures designed to evade sanctions or KYC, mixers or tumblers where prohibited, sanctioned wallets or any method intended to conceal the true source, ownership or destination of funds.
- 11.6 Compliance or 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 Disclaimer, Limitation of Liability and Indemnity

- 12.1 To the fullest extent permitted by law, the Services and the Content are provided on an “as is” and “as available” basis.
- 12.2 To the fullest extent permitted by law, we disclaim all warranties and representations, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy, completeness, suitability or compatibility.
- 12.3 We do not guarantee that the Services will be uninterrupted, error-free, continuously available, free from delays, free from data inaccuracies or free from technical incidents caused by us, our providers, market-data sources, exchanges, wallets, app stores, internet providers or payment systems.
- 12.4 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, loss of opportunity, loss of revenue, loss of expected Reward, loss of goodwill, loss of data or loss arising from your own real trading activity, tax treatment or business decisions.
- 12.5 To the fullest extent permitted by law, we are also not liable for loss arising from: (a) third-party platforms, feeds or software; (b) maintenance or operational downtime; (c) force majeure; (d) your breach of these Terms; (e) your reliance on educational or analytical material; or (f) your decision to open or not open any separate live 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 aggregate liability to you in relation to that Order will not exceed the total fees actually paid by you to us for that Order.
- 12.7 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for fraud or any mandatory consumer protections that apply to you.
- 12.8 If you are not a Consumer, you will indemnify and hold harmless us, our affiliates, officers, directors, employees, contractors and service providers from and 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 We may, with or without prior notice, restrict your access to the Services, reject new Orders, block payouts, freeze account functions or impose additional controls if you breach these Terms or if we reasonably suspect that you have done so.
- 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 (KYC, AML, Sanctions and Fraud Prevention), or any other provision that is material to the integrity, legality or security of the Services, we may terminate one or more Agreements immediately.
- 13.3 We may also terminate or restrict access if your conduct is likely to harm our reputation, expose us or our providers to legal or regulatory risk, or undermine the fairness or economics of the Program.
- 13.4 Except where mandatory law requires otherwise, we are not obliged to compensate you for any action taken under this Clause 13.

14 Consumer Cancellation Rights and Refunds

- 14.1 If you are a Consumer and mandatory law in your jurisdiction grants you a statutory right to cancel (a cooling-off right) in respect of digital services purchased online, you may exercise that right within the statutory period to the extent that right 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 performing the Services immediately and to acknowledge that your right to cancel may be lost or reduced once performance begins, to the fullest extent permitted by law.
- 14.3 If you wish to cancel under a mandatory statutory right, you must notify us using the contact details shown on the Website within the applicable period.

- 14.4 Where a valid statutory right to cancel is exercised and has not been lost, we will refund the amount required by law in accordance with the Refund Policy, using the original payment method unless another lawful method is agreed.
- 14.5 Except for rights required by law or expressly granted by our Refund Policy, activated Evaluation Programs, Reward Stage access, completed resets, completed reviews and similar performed services are non-refundable.
- 14.6 Where we refund an Order, 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.

15 Duration and Termination

- 15.1 Each Agreement remains in force until the relevant Service is completed, expires, is failed, is successfully passed, is terminated under these Terms, or is otherwise ended in accordance with the applicable Program Rules.
- 15.2 An Agreement may terminate automatically if: (a) your account is duplicative or fraudulent; (b) you die or, if you are a legal entity, you are dissolved, struck off, placed into liquidation or become insolvent; or (c) the relevant Service by its nature ends upon completion or failure.
- 15.3 We may terminate 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 fail to activate a product within the required period; (d) you breach the personal-use rules or engage in a Prohibited Trading Practice; (e) you fail KYC, AML, sanctions or fraud checks; (f) a chargeback or payment dispute is initiated; (g) we are required to do so by law, court order, regulator, payment provider, platform provider or other competent authority; or (h) you materially breach these Terms.
- 15.4 We may also suspend, archive or terminate an account or phase for prolonged inactivity, subject to the Program Rules and any notice we consider appropriate in the circumstances.
- 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 will end, and any refund is governed by our Refund Policy and mandatory law.
- 15.6 We may terminate or discontinue a Service for convenience on at least fourteen (14) days' notice if we are withdrawing a product or materially reorganising the Services. Where reasonably practicable, we will try to allow you to complete the current active phase or provide a reasonable substitute or transition path, or refund the full fee paid for the affected Order, unless legal, security or integrity reasons prevent us from doing so.
- 15.7 On termination, your access to the relevant Services ends immediately or on the stated effective date. We may close or cancel any open simulated positions, archive your records, block credentials and cancel pending Reward requests subject to these Terms.
- 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 (KYC, AML,

Sanctions and Fraud Prevention), Clause 12 (Disclaimer, Limitation of Liability and Indemnity), Clause 18 (Personal Data and Simulated Trading Information), Clause 19 (Optional Referral Path to CMC Markets), Clause 20 (Governing Law and Disputes), Clause 21 (Communications and Notices), Clause 22 (General) and Clause 23 (Definitions and Interpretation).

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, you should report it to us promptly through the support channels shown on the Website or in the Client Area and include the relevant account, date, time and a description of the issue.
- 16.2 If you continue trading after observing a technical issue without waiting for our response, we may take that conduct into account when assessing any request for remediation, 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 in connection with 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 permitted by law, 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 a reasonable time and ordinarily within thirty (30) calendar days after receiving all information reasonably necessary to review them.
- 16.6 If you dispute a card payment, crypto transfer or other payment through your bank, processor, wallet provider or exchange, we may suspend the Services and any Reward processing while the dispute remains 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 logic, risk controls, product design, payment methods or customer support processes.
- 17.2 For material adverse changes, we will generally provide at least seven (7) days' notice by email, through the Client Area or by publishing the updated Terms on the Website with an updated effective date, unless a shorter period is reasonably necessary for security, fraud prevention, legal compliance or emergency operational reasons.
- 17.3 Your continued use of the Services after the effective date of an update constitutes acceptance of the updated Terms. If you do not agree to a material change, you must stop using the Services and, where applicable, may terminate any affected unused Service before the change takes effect.

- 17.4 We may update the Services, Program Rules, Restricted Jurisdictions, supported payment methods, Prohibited Trading Practices, Platform integrations and operational processes from time to time. A change to the Program Rules applies only to accounts opened after it takes effect, unless it is required by law or to correct a manifest error, or you agree to it.

18 Personal Data and Simulated Trading Information

- 18.1 We process personal data in accordance with our Privacy Policy, which forms part of the contractual documentation governing the Services.
- 18.2 If you provide us with personal data about other individuals, including employees, directors, officers, beneficial owners or contractors, you represent that you are authorised to do so and that you have provided them with any notice required by law.
- 18.3 We, our affiliates and our service providers may access, record, analyse and process information relating to your registration, Orders, payments, devices, support requests, verification checks, communications and Simulated Trading activity.
- 18.4 We may use such information, including by automated means and AI-assisted systems, for customer support, translation, fraud prevention, sanctions and compliance review, service operation, service improvement, analytics, research, internal risk management, internal discretionary trading evaluation, dispute handling and business intelligence.
- 18.5 Where legally permitted, we may aggregate or anonymise account and trading data and use it for statistical, product-development, research or risk-management purposes. You acknowledge that aggregated or anonymised data may continue to be used after termination.
- 18.6 We will not share your personal data with a CMC Markets entity for referral, onboarding or account-opening purposes unless you ask us to make a referral, expressly consent to the hand-off, another lawful basis applies, or disclosure is otherwise permitted by law. If you opt into a referral, the relevant CMC Markets entity will process your data under its own privacy and legal documents as a separate controller or independent contracting party, as applicable.
- 18.7 Nothing in this Clause 18 transfers ownership or control of participant contracts, payout obligations or refund obligations from True North Tech L.L.C-FZ to any CMC Markets group entity. Any operational support we receive is limited to the purposes permitted by applicable law, the Privacy Policy and the written commercial agreement referred to in Clause 2.10.
- 18.8 Termination of an Agreement does not affect our right to retain and process data where retention and processing are required or permitted by law, by our legitimate interests, by fraud-prevention needs, by tax or accounting rules, or by our need to establish, exercise or defend legal claims.

19 Optional Referral Path to CMC Markets

- 19.1 We may from time to time make available an optional pathway for eligible users to apply for a live brokerage or trading account with the relevant CMC Markets entity through a referral link, hand-off flow or other onboarding channel designated by us. That pathway is provided by us as an optional referral or introducer route only and is separate from the simulated Program.
- 19.2 Any such pathway is optional, jurisdiction-dependent and subject to your explicit consent, your eligibility and the acceptance criteria of the relevant CMC Markets entity. We do not guarantee that any referral path will be available to you.
- 19.3 In jurisdictions where we make the CMC Markets pathway available, it may be the exclusive retail brokerage referral route promoted through our Website and Client Area. We may decide not to promote any other broker referral route through those channels. The availability, structure and economics of that pathway may vary by jurisdiction, product and regulatory requirements.
- 19.4 If you choose to pursue a live account with a CMC Markets entity, all onboarding, appropriateness, suitability, KYC, client-money treatment, execution, margining, fees, product terms, complaint handling, platform access and regulatory protections are governed solely by the legal documents of that CMC Markets entity.
- 19.5 No CMC Markets group entity is responsible for our Evaluation Program, Reward Stage, fee structure, payout decisions, refund decisions, trading rules, customer support or any dispute between you and us, and no CMC Markets group entity guarantees any payment, Reward, refund, service level or result under these Terms.
- 19.6 Where permitted by law and by the relevant commercial arrangements, we may receive commissions, referral fees, fixed-fee remuneration, variable remuneration, revenue share or other compensation in connection with a valid referral and resulting client activity. The structure of any such remuneration may vary by jurisdiction, client type, product and applicable law.
- 19.7 We are not responsible for whether a CMC Markets entity accepts or rejects any application, what products that entity makes available, or whether that entity later changes its own legal documents, onboarding standards or jurisdiction availability.

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-law principles.
- 20.2 If you are a Consumer, nothing in these Terms deprives you of any mandatory rights or remedies that apply under the laws of your habitual residence and cannot lawfully be excluded by contract.
- 20.3 Subject to Clause 20.2, the courts of Dubai, United Arab Emirates have exclusive jurisdiction to hear 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, using the contact details shown on the Website, unless urgent injunctive relief is needed.
- 20.5 If mandatory consumer law gives you a right to use an alternative dispute-resolution body or equivalent redress mechanism in your jurisdiction, 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 that we reasonably use in the ordinary course of 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 a different rule, a notice from us is deemed received when it is posted in the Client Area or twenty-four (24) hours after it is sent to your registered email address.
- 21.4 Notices from you are deemed received only when actually received by us through the contact methods we designate on the Website or in the Client Area.
- 21.5 The governing language of these Terms is English. Where we provide a translation, it is for convenience only. In the event of inconsistency, the English version prevails to the fullest extent permitted by law.

22 General

- 22.1 These Terms, together with your Order, the applicable Program Rules, 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 parameters in your Order; (b) these Terms; and (c) the remaining 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, successor, purchaser of our business or other third party. 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 remainder will remain in full force and effect, and the invalid provision will be interpreted or replaced to the minimum extent necessary to make it enforceable while preserving its commercial effect

as far as possible.

- 22.5 No waiver by either party of any 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 acts of God, power failures, internet outages, wars, terrorism, civil unrest, pandemics, labour disruption, platform-provider failures, exchange outages, market-data failures, payment-provider interruptions, legal restrictions or governmental action.
- 22.7 Nothing in these Terms creates any partnership, joint venture, employment, agency or fiduciary relationship between you and us, or between you and any CMC Markets group entity.
- 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 such 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 “Agreement” means the contract formed between you and us when we accept an Order or otherwise grant you access to a Service, incorporating the documents referred to in Clause 22.1.
 - 23.1.2 “Client Area” means the client portal at client.cmcmarketsfunded.com and any other account area we make available to you.
 - 23.1.3 “CMC Markets” means the CMC Markets group company with which we hold the written commercial agreement referred to in Clause 2.10 and, for any optional separate regulated referral, the CMC Markets group entity identified in the applicable referral or onboarding flow.
 - 23.1.4 “Consumer” means a natural person acting mainly outside that person’s trade, business, craft or profession.
 - 23.1.5 “Content” has the meaning given in Clause 10.1.
 - 23.1.6 “Domain” means cmcmarketsfunded.com and its subdomains.
 - 23.1.7 “Evaluation Program” means any assessment product, challenge or evaluation service offered by us in one or more phases through which we assess simulated trading performance.

- 23.1.8 “Free Trial” means any free or limited-scope version of the Services offered by us from time to time.
- 23.1.9 “Order” means a request by you to purchase or access a specific Service through the Website, the Client Area or another checkout channel authorised by us.
- 23.1.10 “Platform” means any third-party trading, charting, analytics or execution-simulation interface through which Simulated Trading is made available.
- 23.1.11 “Privacy Policy” means the privacy notice or policy published by us and updated from time to time.
- 23.1.12 “Program” means the CMC Markets Funded simulated evaluation and reward-stage program described in these Terms.
- 23.1.13 “Program Rules” means the product-specific rules, objectives, restrictions, loss limits, payout terms, inactivity rules, supported assets and other parameters applicable to your selected Service as displayed in your Order, on the Website or in the Client Area.
- 23.1.14 “Prohibited Trading Practice” means any conduct described in Clause 7.3 or otherwise reasonably treated by us as prohibited, abusive, non-genuine or designed to game the Services.
- 23.1.15 “Refund Policy” means the refund policy published by us on the Website and updated from time to time.
- 23.1.16 “Related Person” means any person or entity that controls you, is controlled by you, is under common control with you, is managed by you, shares devices or payment infrastructure with you in a relevant way, or coordinates use of the Services with you.
- 23.1.17 “Restricted Jurisdiction” means any country, territory, region or person category that we restrict or do not serve, as determined by us and published or communicated from time to time.
- 23.1.18 “Reward” means any contractual payout, fee share, credit or other amount that we expressly approve as payable to you under the Reward Stage or another specific program offered by us.
- 23.1.19 “Reward Stage” means any post-evaluation simulated account or program operated by us under which an eligible user may become entitled to request a Reward.
- 23.1.20 “Risk Warning Notice” means the risk warning notice published by us on the Website and updated from time to time.
- 23.1.21 “Services” means the Website, the Client Area, the Evaluation Program, the Reward Stage, analytics tools, educational materials, support services and any other related services we make available.
- 23.1.22 “Simulated Trading” means activity that simulates trading on financial markets using a simulated environment and market data, without real market execution in your name.
- 23.1.23 “Terms” means these CMC Markets Funded General Terms and Conditions, as amended from time to time in accordance with Clause 17.

- 23.1.24 “Trading Objectives” means the targets, limits and conditions that must be satisfied to pass a phase, remain in good standing, or qualify for a Reward, as set out in the applicable Program Rules.
- 23.1.25 “Website” means the website or websites through which we offer the Services, including any related subdomains, landing pages and linked portals operated by us 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 References to “including” or similar wording mean “including without limitation”.