# TERMS AND CONDITIONS - TECHNOLOGY ACCESS AND TRADER ASSESSMENT PROGRAM

# WHEN DO THESE TERMS APPLY

These Terms and Conditions ("Terms") are agreed upon between you and **Vantage Funding** ("the Company") and set forth the conditions applicable to your Account and usage of the Services, including participation in the Assessment Program and the Funded Trader Program. These Terms become effective immediately upon the successful registration of your Account and remain in effect until terminated in accordance with Clause 18. By registering an Account and using the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

#### WHAT YOU ARE SIGNING UP FOR

## 1. Assessment of Trading Skill

(a) By creating an Account and paying the Access Fee, you agree to have your trading skills assessed by the Company in a proprietary demonstration environment based on the relevant Assessment Criteria of your chosen program. (b) You will receive access to the Trading Platform to conduct trades for evaluation.

#### 2. Funded Trader

(a) If you meet the Assessment Criteria, the Company may offer you a role as a Funded Trader, but this is not guaranteed. (b) As a Funded Trader, you will be allocated a Bankroll corresponding to your program, which you will use to generate Notional Net Profit. (c) Meeting the Funded Trader Criteria will entitle you to Trader Payments; failure to meet these criteria will result in no payments. (d) You will not be required to deposit or cover negative balances as all trades are simulated.

# 3. Simulated Trading Only

All trading takes place in a demonstration-only environment and is not executed in a live market. Market data may reflect real-time conditions but remains strictly for assessment purposes.

## PRELIMINARY MATTERS

#### 1. Amendments to These Terms

The Company reserves the right to modify these Terms as necessary to maintain compliance with legal and regulatory requirements. Any significant changes will be communicated before implementation.

#### 2. Defined Terms

Access Fee: The upfront fees payable for participation in an Assessment Program. Bankroll: The simulated capital assigned to Funded Traders. Trader Payments: Compensation provided to Funded Traders who meet performance criteria. Trading Platform: The proprietary system used for conducting simulated trades.

# RESIDENCY ACKNOWLEDGEMENT & DISCLAIMER

You confirm that you are not a resident or citizen of any Restricted Territory. It is your responsibility to ensure compliance with your local laws. Any violation of this provision results in non-refundable fees and potential account suspension.

#### PROVISION OF SERVICES

(a) The Company provides Services strictly for evaluation purposes. (b) The Company does not guarantee performance, security, or uninterrupted service. (c) The Company does not provide financial advisory services and is not responsible for financial losses arising from the use of its Services. (d) The Company is not liable for disruptions due to technical failures or market conditions.

# NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP

These Terms do not create a partnership, joint venture, or employer-employee relationship. Funded Traders act as independent contractors.

#### ESTABLISHING YOUR ACCOUNT

- (a) To open an account, you must complete an application and submit required documentation.
- (b) The Company reserves full discretion to accept or reject applications. (c) You must notify the Company of any changes to your provided information.

#### **ACCESS FEE**

- (a) The Access Fee is required before beginning an Assessment Program and is non-refundable.
- (b) You acknowledge that your payment of the Access Fee is voluntary, and chargebacks are not permitted once access to the Services is granted.

## ASSESSMENT PROGRAM

(a) Upon payment, you will receive access to the Trading Platform. (b) Assessment Periods cannot be restarted unless at the sole discretion of the Company. (c) Program changes require Company approval and may involve additional fees. (d) The Company may request a live demonstration of your trading activities.

#### COMPLETION OF ASSESSMENT PROGRAM

Successful completion is based on satisfying the relevant Assessment Criteria. You will be notified upon meeting these requirements.

## **FUNDED TRADER**

(a) The Company may, at its discretion, offer you a Funded Trader position based on assessment performance. (b) Acceptance requires signing an Independent Contractor Agreement. (c) Additional identity verification may be required. (d) Funded Traders receive a simulated Bankroll to execute trades. (e) Trader Payments are made in USD (or equivalent) and transferred to your nominated account.

#### PERMITTED USE & RESTRICTIONS

- (a) You must use the Services solely for evaluation purposes and comply with all relevant laws.
- (b) You must not:
  - Share access to your Account.
  - Modify, hack, or reverse-engineer the Trading Platform.
  - Use exploitative trading strategies such as latency arbitrage, insider trading, or multiaccount manipulation.

Violations will result in account termination and forfeiture of any pending Trader Payments.

# **TAXES & REGULATORY COSTS**

You are responsible for all applicable taxes related to your Trader Payments. The Company may withhold taxes as required by law.

## INTELLECTUAL PROPERTY

The Company retains all intellectual property rights in the Trading Platform and associated technologies. Any unauthorized use or reproduction is strictly prohibited.

## CONFIDENTIALITY

All Confidential Information must be kept secure and not disclosed without prior consent, except as required by law.

## PRIVACY & DATA PROTECTION

(a) The Company collects and processes personal data as outlined in its Privacy Policy. (b) Personal data may be disclosed to regulatory authorities when required. (c) All communications may be recorded for compliance and quality control purposes.

# **INDEMNITY & LIMITATION OF LIABILITY**

(a) You agree to indemnify the Company against any losses resulting from your breach of these Terms. (b) The Company is not liable for indirect, consequential, or economic losses. (c) The Company is not responsible for disruptions due to technical failures or force majeure events.

## **TERMINATION & DISCONTINUED USE**

(a) You may discontinue use of the Services at any time by notifying the Company. (b) The Company may terminate your Account at its discretion. (c) Any breaches of these Terms may result in immediate termination without notice.

# **FORCE MAJEURE**

The Company is not liable for any disruptions caused by events beyond its control, including but not limited to natural disasters, regulatory actions, or technical failures.

## **GOVERNING LAW**

These Terms are governed by the laws of **Saint Vincent and the Grenadines**, with disputes subject to the jurisdiction of its courts.

# APPLICANT CONFIRMATION & ACKNOWLEDGEMENT

By applying, you confirm that you have read, understood, and agreed to these Terms. You voluntarily consent to the Access Fee payment, and the Company reserves the right to dispute any chargebacks related to it.