

TERMS OF SERVICE

Effective Date: 30 April 2026 | Last Updated: 30 April 2026

Funding Accelerated
Managed Prop Firm Challenge Passing Service

CRITICAL NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE, CLASS ACTION WAIVER, LIMITATION OF LIABILITY, AND FULL ASSUMPTION OF RISK BY YOU. BY USING OUR SERVICE YOU IRREVOCABLY AGREE TO THESE TERMS IN FULL. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

1. INTRODUCTION, ACCEPTANCE & BINDING NATURE

These Terms of Service ("Terms", "Agreement") constitute a legally binding contract between you ("Client", "you", "your") and Funding Accelerated (together with its owners, officers, directors, employees, contractors, agents, affiliates, successors and assigns — collectively "Company", "we", "us", "our").

By accessing our website, clicking "I Agree", completing a purchase, submitting any account credentials, or otherwise using any part of our Service, you represent that you have carefully read, fully understand, and irrevocably agree to be bound by every provision of these Terms, our Privacy Policy, and our Risk Disclaimer (all of which are incorporated herein by reference). If you do not agree to every single provision, you must immediately cease all use of the Service and website.

We reserve the unilateral right to amend these Terms at any time without prior notice. Continued use after any amendment constitutes your acceptance of the amended Terms. It is your sole responsibility to review the current Terms before each use of the Service.

2. CLEAR DESCRIPTION OF THE SERVICE BEING OFFERED

Funding Accelerated offers a **managed technical assistance service** only. We provide the following limited service:

- We trade on prop firm evaluation/challenge accounts that you have purchased in your own name, using credentials that you voluntarily and knowingly provide to us.
- Trading is performed on isolated Virtual Private Server (VPS) infrastructure under our control.
- We attempt to meet the profit targets and risk parameters of the specific prop firm challenge you have purchased.
- If a challenge fails while under our management, we may (at our sole discretion) provide replacement management attempts under the Unlimited Retry Guarantee described in Section 6.
- Once a prop firm issues a funded account to you, our Service ends. You own and control that funded account entirely.

WHAT WE ARE NOT AND DO NOT PROVIDE: We are not a prop firm, broker, investment adviser, commodity trading advisor, financial planner, money manager, or fiduciary of any kind. We do not provide investment advice, trading recommendations, signals for personal accounts, portfolio management, or any regulated financial service. We do not guarantee any outcome. We do not take custody of your funds or claim any ownership of your prop firm accounts or any profits generated thereon.

You expressly acknowledge that you understand exactly what service is being offered and that you are purchasing a high-risk technical management service with no promised results.

3. ELIGIBILITY & CLIENT REPRESENTATIONS

By using the Service you represent, warrant and covenant that:

- You are at least 18 years old (or the age of majority in your jurisdiction) and have full legal capacity to enter into binding contracts.
- You have independently purchased a valid prop firm evaluation account in your own legal name and have paid all associated fees directly to the prop firm.
- You are the sole and rightful owner of every account whose credentials you submit, and providing those credentials to us does not breach any agreement you have with any prop firm or third party.
- You have carefully read and fully understand the Terms of Service, rules, risk parameters, and prohibited practices of every prop firm whose challenge you purchase.
- You accept full and sole responsibility for compliance with all prop firm rules. You understand that many prop firms prohibit or restrict third-party trading, account management, or copy trading, and that detection of our involvement may result in immediate account termination, ban, and forfeiture of all fees and potential profits with no recourse against us.
- You are not located in, and will not use the Service from, any jurisdiction where our Service is illegal or restricted.
- All information you provide is true, accurate, and complete.

4. CLIENT OBLIGATIONS (STRICT)

You agree that you will:

- Purchase every prop firm challenge yourself and pay every fee directly to the prop firm. We never purchase challenges on your behalf.
- Provide only the minimum credentials necessary for trading access, and do so solely through the secure channels we designate.
- Never share, sell, or allow any other person access to the account while under our management.
- Immediately notify us of any password change, account status change, or communication from the prop firm.
- Not interfere with, reverse-engineer, monitor, or attempt to access our systems, VPS, trading software, or strategies in any way.
- Not use the Service for money laundering, fraud, market manipulation, or any illegal purpose.
- Accept that we may, at our sole discretion and without notice, refuse service, terminate management, or refuse further retries if we believe you have breached these Terms or if continuing would expose us to legal or reputational risk.

5. FEES, PAYMENT & ABSOLUTELY NO REFUNDS

Our Service is sold on a one-time, non-recurring fee basis. The fee is for the provision of managed trading attempts on the challenge size you select. Payment is due in full before any credentials are accepted or trading begins.

ALL SALES ARE FINAL. NO REFUNDS. Because the Service involves immediate allocation of professional trading resources, proprietary systems, and opportunity cost, all Service fees are strictly non-refundable once you submit any credentials or we commence any work, whichever occurs first. This no-refund policy applies even if: (a) the challenge fails; (b) the prop firm rejects, bans, or terminates the account; (c) you change your mind; (d) market conditions change; or (e) you are dissatisfied for any reason whatsoever. The only exception is where mandatory consumer protection law in your jurisdiction expressly requires a refund, and even then only to the minimum extent required by such law.

Prop firm challenge fees paid by you directly to third-party prop firms are entirely outside our control and are governed solely by those prop firms' own refund policies (which are almost always non-refundable). We have zero liability for any prop firm fees you pay.

6. UNLIMITED RETRY GUARANTEE (STRICTLY LIMITED)

Subject to these Terms and solely at our discretion, if an evaluation fails while under our active management solely because of a drawdown breach or failure to hit the profit target within the prop firm's published rules, we may elect to provide additional management attempts on replacement accounts of the same size without charging you an additional Service fee.

THIS GUARANTEE IS STRICTLY LIMITED AS FOLLOWS:

- It covers only our Service fee. It never covers any prop firm challenge fees, replacement account fees paid by you, lost profits, opportunity costs, or any other amount.
- We decide, in our sole and absolute discretion, whether, when, and how many additional attempts to provide.
- The guarantee immediately terminates (and no further attempts will be provided) if: (a) the prop firm bans, rejects, or terminates the account for any reason (including suspected third-party trading); (b) you breach these Terms; (c) you provide incorrect or incomplete credentials; (d) you interfere with the account; (e) market conditions or prop firm rule changes make further attempts commercially unreasonable in our judgment; or (f) we determine that continuing exposes us to unacceptable risk.
- The guarantee does not create any obligation to achieve a funded account. We may discontinue retries at any time for any reason or no reason.
- Any replacement accounts provided under this guarantee remain subject to all other provisions of these Terms, including full risk assumption by you and zero liability for us.

7. CREDENTIALS, SECURITY & YOUR ASSUMPTION OF RISK

You voluntarily and knowingly provide us with login credentials to your prop firm evaluation accounts. You grant us a limited, revocable, non-exclusive license to access and trade those accounts solely for the purpose of performing the Service. You retain full legal ownership of the accounts at all times.

YOU ASSUME ALL RISK OF PROVIDING CREDENTIALS. While we use commercially reasonable security measures (encryption, isolated VPS, access controls), no system is 100% secure. We make no warranty that credentials cannot be compromised. You agree that we have no liability whatsoever for any unauthorized access, data breach, account takeover, or resulting losses, even if caused by our negligence (to the maximum extent permitted by law).

8. ABSOLUTE DISCLAIMER OF ALL WARRANTIES

THE SERVICE IS PROVIDED STRICTLY "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS". FUNDING ACCELERATED EXPRESSLY DISCLAIMS EVERY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT, REPRESENT, OR GUARANTEE THAT:

- Any evaluation will be passed or that a funded account will ever be issued to you.
- Any funded account will remain open, generate profits, or result in any payout.
- Our trading will achieve any particular result, drawdown level, or performance metric.
- The prop firm will not detect third-party management or take any adverse action.
- Our systems will be uninterrupted, error-free, secure, or free of viruses or harmful components.
- Any information on our website is accurate, complete, or current.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THESE TERMS.

9. MAXIMUM LIMITATION OF LIABILITY — NO LIABILITY FOR ANY DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FUNDING ACCELERATED OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO:

- Direct, indirect, incidental, special, consequential, punitive, exemplary, or treble damages;
- Loss of profits, revenue, income, business opportunities, or anticipated savings;
- Trading losses, drawdowns, or failure to meet profit targets;
- Loss, termination, ban, or rejection of any prop firm evaluation or funded account;
- Loss of data, credentials, or unauthorized access;
- Cost of substitute services or re-purchase of challenges;
- Reputational harm, emotional distress, or any other non-economic loss;
- Any claim arising out of or related to the Service, these Terms, or any act or omission by us, whether based in contract, tort (including negligence), strict liability, statute, or any other legal theory, and even if we have been advised of the possibility of such damages.

IF, NOTWITHSTANDING THE FOREGOING, LIABILITY IS IMPOSED ON US BY A COURT OF COMPETENT JURISDICTION, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE LESSER OF (A) THE TOTAL SERVICE FEES ACTUALLY PAID BY YOU TO US IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (USD \$100). THIS LIMITATION IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. FULL INDEMNIFICATION BY YOU

You agree to indemnify, defend, and hold harmless Funding Accelerated and all of its owners, officers, directors, employees, contractors, agents, affiliates, successors and assigns from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related in any way to:

- Your use of (or inability to use) the Service;
- Your breach of these Terms or any representation or warranty made by you;
- Your violation of any prop firm's Terms of Service, rules, or policies;
- Any claim by any prop firm regarding any account you submitted;
- Any claim by any third party arising from your acts or omissions;
- Your negligence, willful misconduct, or fraud;
- Any tax, regulatory, or legal consequence of your use of the Service.

This indemnification obligation shall survive termination of these Terms and the Service.

11. FULL ASSUMPTION OF ALL RISKS BY CLIENT

YOU EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE SERVICE AND WITH PROP FIRM TRADING GENERALLY, INCLUDING BUT NOT LIMITED TO THE RISKS DESCRIBED IN OUR RISK DISCLAIMER (WHICH IS INCORPORATED HEREIN). YOU UNDERSTAND THAT THERE IS A SUBSTANTIAL RISK THAT:

- You will lose some or all of the fees you pay to prop firms and to us;
- No funded account will ever be obtained;
- Any funded account obtained may be terminated or banned by the prop firm with no payout;

- Our involvement may be detected and result in permanent bans;
- You may suffer trading losses, opportunity costs, and other financial harm.

YOU AGREE THAT YOU ARE USING THE SERVICE ENTIRELY AT YOUR OWN RISK AND THAT WE SHALL HAVE NO LIABILITY TO YOU FOR ANY OF THE ABOVE OR ANY OTHER LOSS OR DAMAGE.

12. TERMINATION

We may suspend or terminate your access to the Service immediately, with or without notice, for any reason or no reason, including but not limited to breach of these Terms, suspected fraud, or risk to us. Upon termination, your right to use the Service ends immediately. Sections 5, 7–11, 13–15, and any other provisions that by their nature should survive, shall survive termination indefinitely.

13. BINDING ARBITRATION, CLASS ACTION WAIVER & GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles.

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ADMINISTERED BY THE LONDON COURT OF INTERNATIONAL ARBITRATION (LCIA) IN ACCORDANCE WITH ITS RULES. THE SEAT OF ARBITRATION SHALL BE LONDON, ENGLAND. THE LANGUAGE SHALL BE ENGLISH. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE ARBITRATOR. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

YOU AND THE COMPANY EACH WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. ALL CLAIMS MUST BE BROUGHT IN YOUR OR OUR INDIVIDUAL CAPACITY ONLY.

Notwithstanding the foregoing, either party may seek temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property or confidential information, without waiving the right to arbitration of the underlying dispute.

14. MISCELLANEOUS PROVISIONS (NO GAPS)

Entire Agreement: These Terms, together with the Privacy Policy and Risk Disclaimer, constitute the entire agreement between you and Funding Accelerated and supersede all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral. No representation, warranty, or inducement has been made by us except as expressly set forth herein.

No Oral Modifications: These Terms may not be amended, modified, or waived except by a written instrument signed by an authorized representative of the Company. No course of conduct or failure to enforce shall constitute a waiver.

Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, severed. The remaining provisions shall continue in full force and effect and shall be interpreted to carry out the intent of the parties as nearly as possible.

Assignment: You may not assign or transfer these Terms or any rights hereunder without our prior written consent. We may assign these Terms freely without notice or consent. Any attempted assignment in violation of this clause is void.

Force Majeure: We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or materials, pandemics, or failures of third-party platforms, prop firms, internet providers, or VPS hosts.

No Third-Party Beneficiaries: Except as expressly provided, these Terms do not create any third-party beneficiary rights.

Notices: All notices under these Terms shall be in writing and delivered by email to the addresses we have on file. Notices to us must be sent to the email listed in Section 15.

Relationship of Parties: Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship. You are an independent client only.

Construction: The headings in these Terms are for convenience only and shall not affect interpretation. The word “including” means “including without limitation”. These Terms shall be construed without regard to any presumption or rule requiring construction against the drafting party.

Survival: All provisions that by their nature should survive termination (including without limitation Sections 5, 7–11, 13, 14, and this survival clause) shall survive indefinitely.

15. CONTACT INFORMATION

For any questions regarding these Terms of Service, contact us exclusively at:

Funding Accelerated

Email: support@fundingaccelerated.com

Website: www.fundingaccelerated.com

We do not accept legal notices or service of process by any other method.

BY USING THE SERVICE YOU CONFIRM THAT YOU HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, AND AGREE TO BE LEGALLY BOUND BY EVERY PROVISION. YOU FURTHER CONFIRM THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE AGREEING.