

The logo for eyeFG features a stylized eye composed of concentric, glowing rings in shades of teal and yellow, with a central yellow sphere. The text "eyeFG" is positioned to the right of the eye graphic, with "eye" in teal and "FG" in yellow.

eyeFG

***TERMS &  
CONDITIONS***

## Version Control

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1.0	2025	<i>Creation of Policy</i>

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## General Information

These Terms and Conditions (“T&C”) outline the rights and responsibilities of the client (“you,” “your,” or the “Client”) when using services (“Services”) offered by EyeFG Ltd (referred to as the “Provider,” “we,” or “our”). EyeFG Ltd is a company registered in the Republic of Cyprus with registration number HE 481186 and registered office at Morfou 48, Egkomi, 2417, Nicosia, Cyprus. Our services are available through the website [www.EyeFG.com](http://www.EyeFG.com) (the “Website”).

Please review these T&C thoroughly. If you do not agree to or fully understand any part of these Terms, you should not use the Services. We recommend not using the Services unless you have read, understood, and agreed to these Terms.

By registering on the Website or, at the latest, by beginning to use the Services, you are forming an agreement with the Provider and accept the terms and conditions described here (the “Agreement”). This Agreement is legally binding, so it is essential that you carefully review it and all related documents before accessing or using the Services provided by the Company. By using the Services, you confirm that you have read, understood, and agree to the terms and conditions in this Agreement, as well as any other legal documents or information made available on the website or applications. It is your responsibility to regularly check the website/applications for any updates to these T&C.

## Introductory Provisions and Restrictions

By registering on the Website, the Client confirms that they are at least eighteen (18) years of age, possess sound judgment, and have the legal capacity to consent to and comply with the terms and conditions of this Agreement. If the Client is under the age of 18, they are prohibited from using the Services. Any use of the Services by an individual under the age of 18 will be considered invalid, and the Provider reserves the right to suspend or terminate such account immediately.

The Client commits to accessing the Services exclusively from countries where the Services are available and not prohibited by law. The Services are unavailable to individuals residing in any Prohibited Jurisdictions. Prohibited Jurisdictions means countries determined as such by the Provider. By acknowledging these T&C, the Client affirms that they are not: (a) of nationality, located, or residing in any Prohibited Jurisdictions (b) established, incorporated, or possessing a registered office in any Prohibited Jurisdictions, (c) subject to relevant international sanctions, and do not have a criminal record related to financial crime or terrorism. The Provider reserves the right to refuse, restrict or terminate the provision of any Services, including use of Client Section and/or Platform, to the Client as per this clause.

The Company does not accept clients acting on behalf of any business entity, third party, or other external party. The Client affirms that they are using the Services solely for

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personal purposes and are not acting as an agent, representative, or intermediary for any other individual, entity, or third party. The Client is fully responsible for all actions and obligations arising from the use of the Services. Any breach of this term will result in the immediate suspension or termination of the Client's access to the Services, and the Client will be held liable for any losses or damages caused.

The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX market or simulated trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, the access to the Client Section, and other ancillary services, in particular through the Client Section or by the provision of access to applications provided by the Provider or third parties. Financial market information is used in the simulated trading; however, you acknowledge that any trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for virtual trading are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Services, and in particular that they may not be used for any actual trading and that you are not entitled to the payment of those funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.

The Services provided by the Provider are not to be considered investment services under any applicable law. The Provider does not offer, nor should any content be construed as, investment advice or recommendations. The Client acknowledges that no employees, contractors, or representatives of the Provider are authorized to provide investment advice or make recommendations regarding any financial instrument or market. Any information provided by the Provider, whether through the website, client section, or other means, is for informational and educational purposes only and should not be relied upon as financial advice.

The Client's personal data will be processed in accordance with the Provider's Privacy Policy, which can be reviewed on the website. The Client agrees to the collection, processing, and use of personal data as described in the Privacy Policy

Financial markets experience frequent and sudden fluctuations, and trading in these markets may result in substantial financial losses. The Client understands that past performance in simulated trading environments is not indicative of future results, and simulated trading does not account for the risks or dynamics present in live markets. Trading in real-world markets may present significantly different challenges, including financial risks that do not exist in the simulated environment

The Client understands and agrees that training or educational programs offered by the Provider do not guarantee successful or profitable trading outcomes. Success in simulated trading does not guarantee success in live trading. Market conditions, emotional and psychological factors, and other real-world variables may impact performance differently in live trading.

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By accepting these T&C, the Client accepts that the Company's official language is English and should always refer to the Company's Website for all required information. Translation in other languages is for informational purposes only and does not bind the Company over any responsibility or liability regarding the correctness of the information.

## Description of Services and Terms

Subject to these T&C, the Provider grants you a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access and use our online trading platform (hereinafter referred to as the "License"). This License is granted solely for your personal use and is contingent on your continued compliance with these T&C. You may not sublicense, transfer, assign, or pass on this License to any third party. The License granted under this Agreement will be terminated immediately if the Provider believes that any information provided by you, including, but not limited to, identification, residence, or contact details (such as your email address), is no longer current or accurate, or if you fail to comply with any of the terms outlined in these T&C and/or any additional rules or guidelines imposed by the Provider. Additionally, the License may be terminated if the Provider determines that you have abused the online trading platform in any way.

The Services include, among other things, the EyeFG Two-Phase Challenges, and educational products; these products may differ in the scope of the Services provided

The Services may be ordered through the Website by completing the appropriate registration or order form. Any data entered in the order form may be checked, corrected, and amended until the binding order of the Services. After registration, we will email you the login details for the Client Section and/or Trading Platform and allow access to them. The Provider will immediately confirm the receipt of your order to your e-mail address. Regarding the Challenge, the order is completed upon the payment of the fee for the selected account option, whereby the contract between you and the Provider is executed, the subject of which is the provision of the Challenge and, if the conditions of the Challenge are met, the Verification. If the Provider does not confirm the receipt of order to the email address of the Client in accordance with the previous sentence of this clause, the order shall cease to be valid, and the contract shall not be concluded.

All data provided by the Client through the registration or order form, the Client Section or otherwise, must be complete, true, and up to date. The Client must notify the Company in case of any change of their data and this must be immediately updated in the Client Section. The Client acknowledges being responsible for all the provided data being accurate and up to date. The Company is not obligated to verify the data. The Company reserves the right to request additional information or clarification if it suspects the information is incorrect.

The fee for the Challenge depends on the selected account option, which may vary based on factors such as initial capital, risk tolerance, and other conditions specified on the Website. Detailed information about the fees and account options will be provided on the Website. The Provider reserves the right to modify the fees at its discretion. Any

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individually agreed-upon conditions, including discounts, are subject to the Provider's discretion and cannot be combined unless expressly stated otherwise.

Payment of the fee grants you access to the Challenge or the Services offered within the Challenge. Fees for the Challenge are non-refundable, including in cases of cancellation of your Client Section, termination of the Service, failure to complete the Challenge or Verification, or violations of these T&C. Refunds will not be issued under any circumstances unless required by applicable consumer protection laws or in cases where the Provider has failed to provide the Services as agreed. If a refund is granted under applicable laws, it will be issued in accordance with the refund policy outlined on the Website.

If the Client lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Client's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Client any services and refuse any future provision of any services.

The Provider reserves the right to unilaterally change the fees and parameters of the Services at any given time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.

You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g., software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant or guarantee that the Services will be compatible with any specific equipment or software.

The Client acknowledges that the operators of trading platform(s) are separate entities from the Provider, and that different terms and conditions and privacy policies will apply when using those platforms' services and products. Before submitting the Order Form, the Client is responsible for reviewing and understanding the applicable terms and conditions and privacy policies of the trading platform(s).

Should the Client place an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may notify the Client through the Client Section as a protective precaution to mitigate potentially harmful behavior of the Client. If such unreasonable behavior continues after such notice, the provider reserves the right to suspend any further orders of the Services by the Client. If the Provider identifies that the unusual behavior as per this clause relates to the Client's involvement in Prohibited Trading Practices, the Provider may take respective actions as specified in clause "Prohibited Trading Practices". The Provider reserves the right to determine, at its own discretion, the nature of the behavior described above and reasonable boundaries for such determination.

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The Company may from time to time and as often as it deems appropriate, provide information including but not limited to the conditions of the financial market which may be posted on its website and/or other educational media and it is provided for communication purposes assisting the Client to make his/her own investment decisions but it does not contain nor should it be construed as containing investment advice or an investment recommendation or an offer of or solicitation for any transactions in financial instruments. The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor to any loss arising from any investment based on a recommendation, forecast or other information supplied by an employee of the Company, a third party or otherwise. All expressions of opinion included in the information are subject to change without notice and any opinions made may be personal of the author and may not reflect the opinion of the Company.

## Account Registration

The Services may be ordered through the Website by completing the appropriate registration or order form.

You acknowledge that all details that you have submitted to the Provider during your registration are true, accurate, up to date and complete and the information matches the name on the payment method provided.

You further agree that you will not impersonate any person, misrepresent any affiliation with another person, or use false headers or otherwise conceal your identity from us for any purpose or reason.

You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading, or otherwise incomplete information is regarded as a violation of these T&C. As such, the Provider reserves the right to suspend, block and/or terminate your account promptly and to suspend and/or prevent you from accessing and/or using the Provider's Services

## Fees and Payment Terms

Information on individual parameters and fees for the Services is provided to the Client via the Order Form and/or the Website.

- a. The characteristics of the Challenge, including but not limited to Profit Targets, Max Daily Drawdowns, and Max Overall Drawdowns, vary depending on the account option selected by the Client. These details are specified in the Order Form, and the final fee for the Services will be determined by the chosen account configuration.
- b. The fees for the Services are in Euros. The fee can also be paid in other currencies that are listed on the Website. Should you opt for a currency other than the Euro, the fee will be converted according to the rates of the Provider and your payment

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total will be automatically displayed in your chosen currency prior to confirming the order. Service fees are inclusive of all taxes.

- c. The Client may pay the fee for the selected services by a payment card, via a bank transfer, or by using other means of payment that the Provider currently offers on the Website

Payments made by payment card or other express payment methods are processed immediately upon submission. However, the Provider reserves the right to verify payment before confirming the order. The fee is considered paid when its full amount is credited to the Provider's account. If you do not pay the amount on time, the Provider is entitled to cancel your order. The Client bears all fees charged to the Client by the selected payment service provider (according to the valid pricelist of the payment service provider) in connection with the payment and the Client is obliged to ensure that the respective fee for the Service is paid in full.

Third party or anonymous payments shall not be accepted. If the Provider is not satisfied that you are the sender of the money it reserves the right to reject the money and return it to the remitter less any transfer fees or other charges and further reserves the right to terminate your account held with the Provider with immediate effect.

Providing false or inaccurate information during credit/debit card registration is a serious criminal offense. The Provider reserves the right to use all available tools to detect and prevent fraud. Any disputes arising from fraudulent activity will be handled at the Provider's discretion, and the Client may be subject to legal action.

## Client Section and Trading Platform

The Client acknowledges that only one Client Section is permitted per Client.

The total number of Accounts, Challenges and Verifications per one Client Section may be limited depending on the total sum of the initial capital amounts of the products ordered by the Client or on the basis of other parameters. Unless the Provider grants an exception to the Client, the initial capital amounts may not be transferred between the individual products or mutually combined. You may also not transfer or combine your performance, Service parameters, data, or any other information between the products.

Access to the Client Section and Trading Platform is protected by login credentials., The Client must keep these credentials confidential and is prohibited from sharing them with any third party. The Client is solely responsible for maintaining the security and confidentiality of their login data. The Client is responsible for all activities that are performed via the Client Section and/or Trading Platform. The Provider bears no responsibility, and the Client is not entitled to any compensation, for any misuse of the Client Section, the Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Client, if such misuse occurs for any reasons on the part of the Client.

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Login data credentials should be kept strictly, private and confidential at all times. It is your sole responsibility to safeguard this information and you are responsible for all actions made in your account. You agree to notify the Provider immediately of any unauthorized use of your login data credentials or of any other violation of security is made.

The Client acknowledges that the Services may not always be available, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Provider bears no responsibility, and the Client is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that the Client uploads, transfers or saves through the Client Section or Trading Platform

The Client may at any time request the cancellation of the Client Section by sending an e-mail to support@EyeFG.com. Sending a request for the cancellation of the Client Section is considered as a request for termination of the Agreement by the Client, with the Client being no longer entitled to use the Services, including the Client Section and Trading Platform. The Provider will immediately confirm the receipt of the request to the Client by e-mail, whereby the contractual relationship between the Client and the Provider will be terminated. In such a case, the Client is not entitled to any refund of the fees already paid or costs otherwise incurred.

## Virtual Trading Rules

During the virtual trading on the Trading Platform, the Client may perform any transactions,

unless these constitute forbidden trading practices within the meaning specified in clause “Prohibited Trading Practices”. The Client also agrees to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the trading conditions of the Trading Platform that the Client has selected for trading.

The Client acknowledges that the Provider has access to information regarding the virtual trades conducted by the Client on the Trading Platform. By using the Provider's services, the Client grants consent for such information to be shared with persons/entities who are in a group with the Provider or who are otherwise affiliated with the Provider, and the Client grants the Provider and these persons/entities consent and authorization to handle this information at their own will. The Client acknowledges and agrees that these actions may occur automatically, without requiring additional consent, consultation, or approval from the Client, and that no compensation or revenue is owed to the Client for the use of this data by the Provider. The Client acknowledges that it is possible for the Client to suspend virtual trading on the Trading Platform at any time.

The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through your Client Section.

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## Prohibited Trading Practices

During the virtual trading, the Client shall not:

- i. violate the terms of this agreement or the Trading Platform's rules;
- ii. perform high-frequency trading, scalping or arbitrage strategies that exploit any delays, price discrepancies or data feed errors;
- iii. Coordinating trades with others to manipulate outcomes (e.g. hedging between accounts);
- iv. trade in ways that raise concerns about potential financial damage to the Company (e.g. overleveraging, one-sided bets);
- v. use automated trading software, AI, high-speed systems or mass data entry methods that abuse or manipulate the Company's systems;
- vi. engage in GAP trading during significant news events or within 2 hours of market closure
- vii. use Martingale trading strategies, including increasing trade sizes after losses to recover previous losses (e.g. adding more than 1 position of the same instrument and direction on an already losing trade, unless the size of the new trade is smaller than the first);
- viii. conduct trades without adhering to standard risk management, such as opening unusually large or small positions

The Client agrees that all the Services are for the Client's personal use only, meaning that only the Client may access the Client's account and perform virtual trades. For that reason, the Client agrees not to:

- allow third-party access to accounts, trading on third-party accounts or managing accounts for others

The Client acknowledges that if the Client acts or behaves in contradiction with the aforesaid, the Provider will consider such action/behavior as a Prohibited Trading Practice as specified under clause "Prohibited Trading Practices", with respective consequences as perceived under these T&C.

The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Prohibited Trading Practices.

If the Customer engages in any of the Forbidden Trading Practices described in clause "Prohibited Trading Practices", The Provider may:

- i. consider it as a failure to meet the conditions of the particular Challenge or Verification,
- ii. remove the transactions that violate the prohibition from the Client's trading history and/or not count their results in the profits and/or losses achieved by the virtual trading,

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- iii. immediately cancel all Services provided to the Client and subsequently terminate this Agreement, or
- iv. reduce the offered leverage on products on any or all Client's accounts.

In case when any of the Prohibited Trading Practices are executed, then the Provider is entitled to cancel all Services and terminate all respective Agreements related to any Client's account and/or apply other measures as necessary. The Client acknowledges that the Provider may exercise any and all actions in this clause if the Client engages in any of the Prohibited Trading Practices, at its own discretion.

If any Client's accounts were used for or were involved in the Prohibited Trading Practices, this may constitute a breach of respective terms and conditions for user accounts with a third-party provider and may result in cancellation of all such user accounts and termination of respective agreements by a third-party provider.

If the Client repeatedly engages in any of the practices described in clause "Prohibited Trading Practices", and the Provider has previously notified the Client thereof, the Provider reserves the right to prevent the Client from accessing all Services or their parts, including access to the Client Section and the Trading Platform, without any compensation. In such a case, the Client is not entitled to a refund of the fees paid.

The Provider shall not bear any responsibility for trading or other investment activities performed by the Client outside the relationship with the Provider, for example by using data or other information from the Client Section, the Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Client uses for such trading the same Trading Platform that the Client uses for virtual trading.

## Account Types and Challenges

The Provider offers the Client a selection of account types, with distinct features and parameters, all of which are outlined on the Website. The Client is encouraged to review these details and select the account type that aligns best with their experience and knowledge. The Provider takes no responsibility for the account type selection and decision by the Client.

After paying the fee for the selected account type, the Client will receive the relevant login data for the Trading Platform at the e-mail address provided by the Client or in the Client Section.

The Client activates the account and Challenge by opening the first virtual trade in the Trading Platform. If the Client does not activate the Challenge within 30 calendar days of the date on which it was made available to the Client, the Client's access to it will be suspended. The Client may request the renewal of access via the Client Section, by sending an e-mail to support@EyeFG.com or via other means listed on the Website within 6 months of the initial suspension, otherwise the Provider will terminate the provision of the Challenge to the Client without any right to a refund of the fee.

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## EyeFG Two-Phase Challenge

The parameters for the EyeFG Challenge for each account type can be found on the Website and/or as set out in the Order Form

For the Client to meet the conditions of the EyeFG Challenge Phase 1 and 2, the Client must fulfill all the following parameters at the same time by the end of each Challenge Phase as specified for each account type.

If the Client has met the conditions of the EyeFG Challenge Phase 1, and at the same time has not violated these T&C, in particular the rules of virtual trading, the Provider will evaluate the EyeFG Challenge Phase 1 as successful and will make the EyeFG Challenge Phase 2 available to the Client free of charge by sending login details to the Client's e-mail address or the Client Section or via other means listed on the Website. The Provider does not have to evaluate the EyeFG Challenge Phase 1 if the Client has not closed all virtual trades.

The Client activates the EyeFG Challenge Phase 2 by opening the first virtual trade in the Trading Platform. If the Client does not activate the EyeFG Challenge Phase 2 within 30 calendar days from the day on which the Client received the new login data, the Client's access to the EyeFG Challenge Phase 2 will be suspended. The Client may request the renewal of access by sending an e-mail to [support@EyeFG.com](mailto:support@EyeFG.com), via the Client Section, or via other means listed on the Website within 6 months of the suspension, otherwise the Platform will terminate the provision of the Challenge without any right to a refund.

If the Client has met the conditions of the EyeFG Challenge Phase 2, and at the same time has not violated these T&C, in particular the rules of virtual trading under, the Provider will evaluate the EyeFG Challenge Phase 2 as successful and will recommend the Client as a candidate for the EyeFG Funded Trader Program. The Platform does not have to evaluate the EyeFG Challenge Phase 2 if the Client has not closed all virtual trades.

If during the EyeFG Challenge Phase 1 the Client does not comply with any of the conditions specified in these terms and conditions the Provider will evaluate the EyeFG Challenge Phase 1 as unsuccessful, and the Client will not be allowed access to the EyeFG Challenge Phase 2. If during the EyeFG Challenge Phase 2 the Client does not comply with any of the conditions specified in these terms and conditions the Provider will evaluate the EyeFG Challenge Phase 2 as unsuccessful, and the Client will not be recommended as a candidate for the EyeFG Funded Trader Program.

The Provider recommending the Client as a candidate for the EyeFG Funded Trader Program in no way guarantees the Client's acceptance into the EyeFG Trader Program. The Platform is not responsible for the Client being rejected by the Program for any or no reason.

## The EyeFG Funded Trader Program

If the Client is successful in the EyeFG Challenge Phase 1 and Phase 2, the Client may be offered an agreement for the EyeFG Funded Trader Program. The terms and conditions of this agreement will be solely between the Client and the Provider. The Client acknowledges that personal data may be shared for the purpose of evaluating eligibility for the EyeFG Funded Trader Program.

Under the EyeFG Funded Trader Program, the Client may be eligible for a profit split starting at 80%, with the potential to increase up to 90% based on performance and adherence to the program terms. The exact profit share percentage will be determined by the Client's trading performance and compliance with the program rules.

The Client is responsible for adhering to all risk management rules established by the Provider, including but not limited to daily loss limits, drawdown restrictions, and position size guidelines. Failure to comply with these rules may result in termination of the funded account and forfeiture of any unrealized profits.

Profits earned through the Funded Account are eligible for payout within 48 hours of the request, provided all withdrawal conditions have been met.

## Affiliate Program Participation

By joining our Affiliate Program, you agree to follow the terms outlined in this section. As an Affiliate, you may promote our products or services and earn commissions based on sales or sign-ups made through your referral links.

We reserve the right to approve or reject any affiliate application at our discretion. If your application is rejected, you will not have any legal recourse.

Commissions will be paid for valid referrals that result in completed transactions, and only after the referred customer has remained active for a minimum period, as specified by us.

We reserve the right to suspend or terminate your participation in the Affiliate Program at any time, for any reason, including but not limited to:

- Misleading or Inappropriate Advertising
- Violation of Laws or Regulations
- Fraudulent Activity or Self-Referrals

We are not responsible for any losses or issues that may arise from your participation in the Affiliate Program. We may also modify the terms of the program at any time, and your continued participation will be considered acceptance of any changes.

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By participating in the Affiliate Program, you agree to indemnify and hold harmless EyeFG Limited, its affiliates, subsidiaries, officers, employees, and agents from any and all claims, liabilities, damages, and expenses (including legal fees) arising from your participation in the Program or your violation of these terms.

## Communication and Defective Performances

The Client acknowledges that all communication from the Provider or its partners in connection with the provision of the Services shall take place through the Client Section or the e-mail address of the Client, which the Client registered with the Provider. Electronic written communication by e-mail, or via the Client Section is also considered to be written communication.

The Provider's contact e-mail address is [info@eyefg.com](mailto:info@eyefg.com) and the contact address is Morfou 48, Egkomi, 2417, Nicosia, Cyprus.

The Provider shall resolve any complaint of the Client as soon as possible (no later than within 30 calendar days), and the Provider will confirm its receipt and settlement to the Client in writing. If the complaint is not settled in time, the right to withdraw from the contract arises for the Client. A complaint may be filed by sending an e-mail to the e-mail address of the Provider – [info@eyefg.com](mailto:info@eyefg.com) , or via other means listed on the Website.

If the Services do not correspond to what was agreed or have not been provided to the Client, the Client's rights for defective performance may be exercised. The Provider does not provide any guarantee for the quality of the Services. Defect must be notified without undue delay at the e-mail address of the Provider – [info@eyefg.com](mailto:info@eyefg.com) via the Client Section or via other means listed on the Website. When exercising the rights from defective performance, the Client may request that the remedy of the defect or the provision of the Client with a reasonable discount. If the defect cannot be remedied, the Client may withdraw from the contract or claim a reasonable discount.

## Use of Website, Services and Other Content

The Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. You are expressly prohibited from scraping, framing, hacking, reverse engineering, crawling, or aggregating the Services, the Company Website, whether in whole or in part, without the prior written consent of the Company. The Content is not

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sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors

You acknowledge and agree that your limited use of the Services does not entitle you to any license or intellectual property rights to any technology, intellectual property, copyrights, trademarks, or trade secrets of the Company or any third-party contractor thereof. You acknowledge and agree that your use of the Services is limited by the terms of this Agreement, and you expressly agree that you will not use the Services in any manner that is not expressly authorized under the terms of this Agreement. The Company reserves all of its rights not expressly granted through this Agreement.

All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors, and the Provider does not grant you any authorization to use them.

Except for the rights expressly set out in these T&C, the Provider does not grant to the Client any rights relating to the Services and other Content. The Client may only use the Services and other Content as set out in these T&C.

When accessing the Services and other Content, the following is prohibited:

- i. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;
- ii. to circumvent geographical restrictions of availability or any other technical restrictions;
- iii. to make copies or back-ups of the Website and other Content;
- iv. to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;
- v. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;
- vi. to use automated means to view, display or collect information available through the Website or Services; and
- vii. to use any other tools or means the use of which could cause any damage to the Provider.

## Third-Party Links and Content

Our Service may include content, products, or services provided by third parties, including links to third-party websites. These third-party links are provided for convenience, and their inclusion does not imply any endorsement, approval, or affiliation

with us. We do not control, monitor, or review the content, accuracy, or availability of any third-party websites or materials linked from our Service.

You acknowledge and agree that we are not responsible for any content, products, or services provided by third parties, nor are we liable for any loss or damages incurred from using or relying on such third-party resources. Before engaging in any transactions or interacting with third-party content, we strongly encourage you to review the third party's policies, terms, and practices. Any concerns related to third-party materials should be directed to the third party directly.

## Consumer's Right to Withdraw from a Contract

If the Client is a Consumer, they acknowledge their right to withdraw from the contract within 14 days of its execution without providing a reason. However, if the Client initiates the first virtual trade before the expiry of the specified time limit, the Client will lose their right to withdraw from the contract

The withdrawal can be initiated via email to [info@eyefg.com](mailto:info@eyefg.com) through the Client Section, or by other means specified on the Website within the specified time limit. Upon receipt of the withdrawal request, the Provider will promptly confirm its acknowledgment in text form and will refund all fees received from the Client without undue delay, and no later than 14 days following the withdrawal from the contract, utilizing the same method of payment used by the Client.

## Out-of-Court Consumer Dispute Settlement

If the Client has any complaints or suggestions, they may be resolved with the Provider directly via the e-mail address [info@eyefg.com](mailto:info@eyefg.com) , via other means listed on the Website or via the Client Section.

If the Client is a Consumer, who is an EU-resident, the Client has the right for the out-of-court settlement of consumer disputes available in the country of residence of the Client. The Client may also use the platform at the following website to resolve disputes online: <https://www.ec.europa.eu/consumers/odr>. For more information on the Consumer rights, dispute settlement help or information on contacts in the home country of the Client, the Client may visit the web sites of the European Consumer Centers Network at [https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\\_en](https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en)

## Disclaimer

The Client acknowledges that the Services and other Content are provided "as is" with all their errors, defects, and shortcomings. The use of these services is solely at the Client's responsibility and risk.

To the extent permitted by mandatory provisions of applicable laws, the Provider disclaims any statutory, contractual, express, and implied warranties, including quality, merchantability, fitness for a particular purpose, or non-infringement of any rights. Additionally, the Provider is not liable for any harm, including indirect, incidental, special, punitive, or consequential damages, such as lost profit, loss of data, personal or other non-monetary harm, or property damage resulting from the use of the Services or reliance on any tool, functionality, information, or other Content available in connection with the Services or elsewhere on the Website.

The Provider is not responsible for any third-party products, services, applications, or content used by the Client in connection with the Services. If the Provider's liability is established in connection with the provision of the Services by a court or other competent authority, it shall be limited to the fee paid by the Client for the Services associated with the incurred loss.

The Provider is not liable for failure to provide purchased Services due to serious technical or operational reasons beyond the Provider's control, crises, natural disasters, war, insurrection, pandemic, threats to a large number of people, force majeure events, or if providing the Services is hindered by legal obligations or decisions of public authorities.

The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

The provisions of this clause do not intend to waive the Client's consumer rights or other rights that cannot be excluded by law.

## Amendment(s) to the T&C

The Provider reserves the right to amend these T&C from time to time and the Client shall continue to be bound by the T&C, including but not limited to any amendments that have been implemented. Unless it is impractical under the circumstances, the Provider will notify the Client of the amendment in the T&C at least 7 days before the amendment in the T&C is effective, via the Client Section or by e-mail. By continuing to use the services following such notification, the client shall be deemed to accept and agree to the amendment. If the Client does not agree with the amendment, the Client is entitled to reject it. The Client must do so no later than on the last business day before these amendments take effect by sending the rejection to our e-mail address [info@eyefg.com](mailto:info@eyefg.com). Upon receiving such rejection, the contract will be terminated

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If the amendment offers the Client a new service or other additional functionalities or this amendment is solely to their advantage, the Provider can inform the Client about this amendment less than 7 days before the effective date of such amendment, but no later than the day before its effectiveness.

The Provider will mainly amend these T&C for the following reasons:

- to introduce new services or products or amend existing services or products;
- to reflect legal or regulatory requirements that apply to the Provider;
- when the Provider will try to make these T&C easier to understand or more helpful to the Client;
- to adjust the way our Services are provided, particularly if the amendment is needed because of a change in the way the technology is provided or background processes;
- to reflect changes in the cost of running our business

## Governing Law and Jurisdiction

These T&C and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of the Republic of Cyprus. The courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&C, subject to any mandatory consumer protection rules that apply to you under EU and Cypriot law.

## Final Provisions

The Provider has not adopted any consumers codes of conduct

These T&C constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the T&C, whether verbal or written.

Nothing in these T&C is intended to limit any legal claims set out elsewhere in these T&C or arising from the applicable law. If the Provider or any third party authorized thereto does not enforce the compliance with these T&C, this can in no way be construed as a waiver of any right or claim.

The Provider may assign any claim arising to the Provider from these T&C or any contract to a third party without the consent of the Client. The Client agrees that the Provider may, as the assignor, transfer its rights and obligations under these T&C or any agreement or parts thereof to a third party. The Client is not authorized to transfer or assign the Client's rights and obligations under these T&C or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

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If any provision of the T&C is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the Provider and the Client and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the T&C, shall be applied and no rights and obligations shall be derived from them for the Provider and the Client; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Provider and the Client.

Any appendices to the T&C form integral parts of the T&C. In the event of a conflict between the wording of the main text of the T&C and any appendix thereof, the main text of the T&C shall prevail.

Prior to the mutual acceptance of these T&C, both the Client and the Provider have carefully assessed the possible risks arising from them and accept those risks. If the Client violates any provision of these T&C in a manner that may cause any harm to the Provider, the Provider may prevent the Client from ordering any other Services and restrict the Client's access to the Services, including access to the Client Section and the Trading Platform, without any prior notice and without any compensation. If such violation constitutes a material breach of the contract by the Client, the Provider is entitled to immediately withdraw from the contract.

The Provider reserves the right to cancel all Services and terminate all respective contracts related to any Client's account at its own discretion and at any time. Should the Provider act in accordance with this clause, the Client is entitled to a refund of any fees paid for the currently activated Services or the Services that are yet to be activated.

The Provider may terminate this agreement with cause and immediate effect when the provision of Services under contract would affect the ability of the Provider to adhere to its legal obligations or orders or decisions of a governmental bodies or other regulators.

Both the Client and the Provider undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Client and the Provider will resolve any possible disagreements or disputes between them in accordance with these T&C and the applicable law.

## Definition of Terms

For the purposes of the T&C, the following definitions shall have the following meaning and may be used in singular or plural form as appropriate.

**Calendar day** means the period from midnight to midnight of the time currently valid in the United Kingdom (Greenwich Mean Time, (GMT));

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**Client:** refers to the individual registering for services provided by EyeFG Ltd, responsible for adhering to all terms outlined in this agreement.

**Client Section** means the user interface located on the Website;

**Consumer** means an individual who, outside his or her trade, business or profession, enters into a contract or has other dealings with an entrepreneur;

**Content** means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services;

**Eligibility:** To register, Client must be at least 18 years old and meet all compliance requirements as determined by EyeFG Ltd

**EyeFG Funded Trader Program** means a trading account, which relates to the EyeFG Trader program provided by the Provider;

**EyeFG Challenge** means one of the Services provided by the Provider. The EyeFG Challenge is the Two-Phase EyeFG Challenge consisting of Phase 1 and Phase 2;

**Forbidden Trading Practices** means trading practices strictly forbidden while using our Services and are more detailed in Section 7 of these T&C;

**Initial capital** means a fictitious amount that the Client has chosen when selecting the account option of the EyeFG Challenge and which the Client will use to perform virtual trading;

**Order Form** means the section of the Website through which the Client may enter into the contract with the Provider;

**Services** means the Provider's services as set out in these Terms and Conditions

**T&C** means these Terms and Conditions of EyeFG Limited;

**Trading Platform** means an electronic interface provided by a third party in which the Client performs the virtual trading;

**Website** means the website [www.EyeFG.com](http://www.EyeFG.com) ;