TBM · FUNDED

# Terms & Conditions

By using our site or purchasing from us, you engage in our "Service" and agree to be bound by the following terms and conditions (the "Terms of Service" or "Terms"), including any additional terms and policies referenced herein or made available by hyperlink.

Last updated: 28 August 2026 · Effective: 28 August 2026

Questions can be sent to support@tbmfunded.com.

## Preamble

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

The Services are intended only for persons over the age of 18 residing in countries where the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You undertake to access the Services solely from countries where the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to access and use the Services only in accordance with applicable laws.

Any new features or tools added to the current store (under the provided accounts section) shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR

RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

We may grant third parties access to our website to troubleshoot or maintain website, database, or infrastructure-related issues. Such access is monitored and revoked once the scope of work is complete.

ALL PAYMENTS ARE FINAL AND FOR EVALUATION PURPOSES ONLY.

The registration fees are paid to allow you to access the TBM Funded platform, models, and services. The Customer is not entitled to a refund of the registration fees because the service is delivered directly after purchase. No refund applies to the service that TBM Funded offers.

## 1. Online Registration Terms

By agreeing to these Terms of Service,

(a) You are at least the age of majority in your state or province of residence and in no event less than 18 years of age; you possess the full legal capacity to enter into any legally binding contract and to accept these Terms;

(b) You have provided Us with accurate, true, and complete information about yourself, as may be required under applicable law for your uninterrupted access to the Services and as may be set out in these Terms. You agree to update this information as required and to maintain its accuracy;

(c) You may not use our services for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws);

(d) A breach or violation of any of the Terms will result in the immediate termination of your Services;

(e) You agree to maintain the confidentiality of any password and username that you are given or that you may select, and you are responsible for any and all activities that may occur through your Account. You agree to notify Us immediately of any unauthorized use of your password or username, or of any other breach of security.

**Discretionary Programs.** The Company may, at its sole discretion, either directly or through an affiliate, offer you access to additional discretionary programs beyond the standard evaluation model, including without limitation loyalty, scaling, or reward programs (each, a "Discretionary Program"). Any Discretionary Program offered to you is governed by separate terms communicated to you at the time it is offered, which form part of your agreement with the Company upon your continued use of the Service following such offer.

## 2. Know-Your-Customer

Upon request by the Company, you may be required to complete our onboarding process, which includes due diligence and client verification procedures. This process involves collecting identification documents, including non-public personal information (if applicable).

You acknowledge that the Company shall accept you as a User only after you satisfactorily clear all the verifications required by us, including any required under the anti-money laundering and combatting financing of terrorism ("AML/CFT") laws, conducted by the Company's third-party AML/KYC service providers in accordance with the guidelines provided under the applicable laws.

In addition to the initial verifications undertaken by Us, you may be subject to periodic due diligence and verification to ensure your ongoing compliance with any AML/CFT laws. Further, you agree and confirm that you shall immediately inform Us of any changes in the information or documentation you have provided.

The Company may, at any time, refuse, restrict or limit the service made available to a User or decide to terminate this Agreement and close an Account, in the event a User is found to have provided incorrect, incomplete, inaccurate, or false information.

You acknowledge that the initial due-diligence and ongoing due-diligence undertaken by the Company is a part of the Company's KYC obligations under AML/CFT laws. You are informed that we may also lawfully obtain information about you from other sources without your knowledge.

A breach or violation of any of the Terms, or any applicable law, will result in an immediate termination of your Services. We reserve the right to suspend or terminate your access to your Account, or any portion of the Website.

You agree and acknowledge that you are solely and wholly responsible for obtaining and maintaining any hardware, facilities, connections, licenses, permits, databases, equipment, external software, or other resources required or necessary for your use of the Services (such as a mobile device, internet connection, and telecommunications). You agree that the Company will not be liable for any costs, expenses, losses, or other damages that you may incur directly or indirectly with respect to such hardware, facilities, connections, databases, equipment, external software, or other resources required in connection with your use of the Services.

## 3. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information) may be transferred unencrypted and may involve (a) transmissions over various networks, and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## 4. Accuracy, Completeness, and Timeliness of Information

We make every effort to ensure that the information we provide is accurate; however, the information is also supplied by third parties, and we are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## 5. Modifications to the Service and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (including the accounts provided) or any part or content thereof, without notice.

We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service. The Company reserves the right to cease operations at any time.

## 6. Products or Services (if applicable)

One registration per person is permitted. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products and product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 7. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, or orders that use the same billing or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email address, billing address, or phone number provided at the time the order was placed. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or unauthorized distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## 8. Evaluation Stage and Pro Account

**(a) Maximum loss limit.** At no moment may your maximum loss exceed the limit for your model. The limit is a percentage of the initial account size. On the Evaluation Stage it does not move except where marked; on every Pro Account it trails your highest end-of-day equity, as described below.

**(i) Evaluation Stage:**

- **2-Step**: 6% maximum loss limit.
- **2-Step Rapid**: 10% maximum trailing loss limit.*
- **1-Step**: 6% maximum loss limit.

**(ii) Pro Account:**

- **2-Step**: 6% maximum trailing loss limit.*
- **2-Step Rapid**: 7% maximum trailing loss limit.*
- **1-Step**: 6% maximum trailing loss limit.*
- **Instant**: 7% maximum trailing loss limit.**

* The limit trails the highest end-of-day equity reached by the account, recalculated on end-of-day closing balances rather than intraday equity. This applies to the 2-Step Rapid evaluation limit and to the maximum loss limit on every Pro Account.

** On Instant, the limit trails the highest end-of-day equity reached, but never rises above the initial account size. Once your peak end-of-day equity reaches approximately 107.53% of the initial balance, the floor locks at the initial balance and does not move again. Your capital is protected from that point forward.

**(b) Maximum daily loss limit.**

- **2-Step**: 3%
- **2-Step Rapid**: 4%
- **1-Step**: 3%
- **Instant**: 4%

Measured on realised (closed) profit and loss only, comparing the account's closing balance to the previous day's closing balance. Floating profit or loss on open positions is not counted. The day boundary is midnight in the trading server's own timezone. A day for which we hold no closing balance is not evaluated rather than treated as a loss.

**(c) Profit targets.** Each as a percentage of the initial account size, with no time limit on any model.

- **2-Step**: 6% in Phase 1, then 6% in Phase 2.
- **2-Step Rapid**: 9% in Phase 1, then 6% in Phase 2.
- **1-Step**: 8%, single phase.
- **Instant**: no evaluation stage; the account is funded from the first trade.

Measured on realised profit only. Phase 2 begins on a new account whose target is calculated from the original account size, never from a carried-over balance.

**(d) Minimum trading days.**

- **2-Step**: 3 trading days in each phase (6 in total).
- **2-Step Rapid**: 3 trading days in each phase.
- **1-Step**: 3 trading days.

- **Instant**: none for funding. Before your first payout: 3 calendar days from issuance, 3 trading days, and 2 profitable days.

  A **trading day** is any day on which your closed-position profit or loss moves by at least 0.1% of the initial account size, in either direction. A **profitable day** on Instant is one whose closed profit is at least 0.25% of the initial account size.

**(e) Maximum risk per position.** On every model and every account size, the maximum risk on a single position is **2% of the initial account size**. In addition, the total risk open across all positions at any one time may not exceed **5% of the initial account size**.

For the purpose of this rule, the following are treated as a single position: a single trade; a trade split into multiple positions; and the same trade idea, meaning any new position opened in the same direction on the same instrument within 10 minutes.

**(f) Which limits apply to you.** The limits are those published for your model at the time you purchased. They are recorded against your account and do not change afterwards, whether we later raise or lower them for new customers.

**(g)** The Customer shall not perform simulated FOREX Trading in violation of: (i) the operation of real financial markets, (ii) the current General Terms and Conditions of TBM Funded, (iii) the current trading rules of TBM Funded which are available at https://www.tbmfunded.com/trading-rules, or (iv) the Responsible Trading Policy set out in Appendix A.

**(h)** If the Customer fails to comply with the conditions specified in sections 8(a), 8(b), 8(c), 8(d), 8(e) and 8(g) during the Evaluation Stage, the Evaluation will be marked as "not passed." In such instances, the Customer's account and Services will be terminated and canceled without any refund of the fees paid.

**(i)** If the Customer does not adhere to the conditions outlined in sections 8(a), 8(b), 8(e) and 8(g) during the Pro Account stage, the Pro Account will be marked as "not passed." In such scenarios, the Customer's account and Services will be terminated and canceled without any refund of the fees paid.

TBM Funded may, from time to time, offer experimental products, services, account types, trading models, or programmes under the "TBM FUNDED" initiative (each, an "Experiment") for the purpose of testing new features, products, functionality, trading models, or user experiences. Experiments are offered on a limited, experimental, and discretionary basis and may be made available only to eligible Users or in limited quantities, as determined by TBM Funded. TBM Funded reserves the right, at its sole discretion, to modify, suspend, discontinue, or withdraw any Experiment, in whole or in part, at any time and without any obligation to continue or make such Experiment generally available. Participation in any Experiment shall be subject to these Terms and Conditions together with any additional terms, eligibility requirements, or rules published for the relevant Experiment, which shall prevail to the extent of any inconsistency solely in relation to that Experiment.

## 9. Rules of Demo/Simulation Trading

**(a)** The account cannot be inactive for more than 30 calendar days. Inactive means no trades have been executed on the account.

**(b) FORBIDDEN TRADING PRACTICES**

The following trading practices are prohibited during simulated trading:

**(i)** The following are prohibited trading methods: gap trading, high-frequency trading, toxic trading flow, server spamming, latency arbitrage, hedging, long-short arbitrage, reverse arbitrage, tick scalping, server execution exploits, opposite account trading, and churning and burning. Copy trading or account management by a third-party vendor will also result in account termination. While the Company acknowledges that Users may access their Accounts from various IP addresses, the Company reserves the explicit right to monitor, log, and analyze IP address activity to ensure compliance with these Terms. Using a third-party Expert Advisor is allowed only when it functions as a trade or risk manager; using any other third-party Expert Advisor is not allowed and will result in a violation of the account and the decline of your remuneration. Furthermore, the Customer shall trade responsibly and shall not exploit the Services by performing trades without applying market-standard risk management rules for trading on financial markets. This includes, among others, the following practices: (i) opening substantially larger position sizes compared to the Customer's other trades, whether on this or any other Customer account; (ii) opening a substantially smaller or larger number of positions compared to the Customer's other trades, whether on this or any other Customer account; or (iii) purposely trading news events. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

**(ii) Excessive Risk-Taking (Over-Leveraging):** Participating in trades with disproportionately high levels of risk in relation to the trader's capital or risk tolerance. This often involves utilizing excessive leverage, causing overexposure or full margin, which can magnify both gains and losses.

**(iii) Gambling Behavior:** Trading driven by emotions rather than rational analysis can resemble gambling. Traders may chase losses, make impulsive decisions, or develop addictive behaviors, often resulting in negative outcomes. The maximum risk per position is set out in section 8(e) and applies to every model and every account size.

**(iv) Overtrading:** Continuously entering and exiting trades without a clear strategy or rationale, resulting in diminished profitability and emotional exhaustion.

**(v) High-Frequency Trading (HFT):** Engaging in excessive and rapid trading activities that contribute to higher volatility and which may result in significant losses.

**(vi) Arbitrage:** All forms of arbitrage are considered toxic due to the lack of a clear underlying idea, strategy, or rationale. Below are two common arbitrage strategies:

- **Hedge Arbitrage:** Simultaneously entering opposing positions with different firms.
- **Latency Arbitrage:** Exploiting disparities in trade execution times across various trading platforms or venues. Traders using this strategy seek to profit from minor price differences resulting from delays in order processing or data feed.

**(vii) Poor Money Management:** Frequent margin calls due to inadequate funds or risky positions may indicate a lack of risk management, posing a threat to the trader's accounts and potentially to the firm's stability.

**(viii) Behavioral Patterns:** Inconsistent behaviors, such as trading during illiquid market hours to exploit liquidity shortages, consistently disregarding risk management principles, or making emotional decisions, are prohibited.

**(ix) Reverse Trading:** Signs and behaviors, including risking the full daily loss on one trade, that often indicate reverse trading between different firms.

**(x)** Copy trading or account management by a third-party vendor is prohibited. Keep in mind that using a third-party Expert Advisor is allowed as long as it is a trade or risk manager. Using any other third-party Expert Advisor is not allowed.

**(c)** We may carry out informal risk assessment interviews. The purpose of these interviews is to ensure that there are no prohibited or suspicious activities on the account, including identity theft or fraud. This policy grants us the right to conduct periodic risk and compliance assessments of customer accounts to evaluate customer risk profiles, trading strategies, and behaviors. These assessments may occur monthly, weekly, or daily. Once a periodic review is initiated, we reserve the right to withhold remuneration until the risk assessment is satisfactorily completed. Users are required to participate in mandatory risk assessment interviews by providing us with answers to common questions about their trading strategies and behaviors. Failure to comply with this requirement may result in us withholding remuneration and terminating services to the Customer.

**(d)** If you are suspected of engaging in any forbidden trading practices mentioned in section 9(b), the Company may consider it a violation of the account. The Company may terminate the contract, stop providing all services, deduct the trades, implement new restrictions, or decrease leverage on a specific Customer account or on any Customer's accounts. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

**(e)** If the Customer engages in any of the practices described in section 9(b), the Company may prevent the Customer from accessing all Services, including access to the Dashboard and Trading Platforms, without any compensation and remuneration. In such a case, the Customer is not entitled to a refund of the fees paid.

## 10. Optional Tools

We may provide you with access to third-party tools that we neither monitor nor have any control or input over. You acknowledge and agree that we provide access to such tools on an "as is" and "as available" basis without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which the tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services or features through the website (including the release of new tools and resources). Such new features or services shall also be subject to these Terms of Service.

## 11. Third-party

**(a) Third-Party Links:** Certain content, products, and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of these sites, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the relevant third party.

**(b) Third-Party Provider Compliance:** Our platform integrates with various third-party providers to enhance user experience and offer comprehensive services. You must comply with the terms and conditions set forth by these third-party providers in addition to our own terms and conditions.

**(c) Blocking Due to Compliance Reasons:** If a third-party provider blocks or restricts you for any compliance-related reasons, including but not limited to violations of laws, regulations, or the provider's terms of service, we reserve the right to mirror such restrictions on our platform without further explanation. This means that if you are blocked by a third-party provider, you may also be blocked from accessing our platform.

**(d) Limitation of Liability for Third-Party Issues:** We are not liable for any downtime, errors, bugs, or other issues caused by third-party providers. This includes any disruptions to our services resulting from problems with third-party systems. While we strive to ensure a seamless experience, issues arising from third-party integrations are beyond our control, and we cannot guarantee uninterrupted access or error-free functionality.

## 12. Risk Management and Compliance

Any trading activities used to take advantage of 3rd party platform inefficiencies (including gap trading, high-frequency trading, toxic trading flow, server spamming, latency arbitrage, hedging, long-short arbitrage, reverse arbitrage, tick scalping, server execution exploits, and opposite account trading) are prohibited. Copy trading or account management by a third-party vendor is also prohibited, and any such activity with TBM Funded will result in account termination. Using a third-party Expert Advisor is allowed only when it functions as a trade or risk manager; using any other third-party Expert Advisor is not allowed and will result in a violation of the account and the decline of your reward request. Furthermore, the Customer shall trade responsibly and shall not exploit the Services by performing trades without applying market-standard risk management rules for trading on financial markets. This includes, among others, the following practices: (i) opening substantially larger position sizes compared to the Customer's other trades, whether on this or any other Customer account; (ii) opening a substantially smaller or larger number of positions compared to the Customer's other trades, whether on this or any other Customer account; or (iii) purposely trading news events. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

We may carry out informal risk assessment interviews. The purpose of these interviews is to ensure that there are no prohibited or suspicious activities on the account, including identity theft or fraud. This policy grants us the right to conduct periodic risk and compliance assessments of customer accounts to evaluate customer risk profiles, trading strategies, and behaviors. These assessments may occur monthly, weekly, or daily. Once a periodic review is initiated, we reserve the right to withhold remuneration until the risk assessment is satisfactorily completed.

Users are required to participate in mandatory risk assessment interviews by providing us with answers to common questions about their trading strategies and behaviors. Failure to comply with this requirement may result in us withholding remuneration and terminating services to the user.

## 13. Personal Information

Your submission of personal information through the store is governed by our Privacy Policy.

## 14. Prohibited Uses

**(a)** In addition to other prohibitions set forth in the Terms of Service, you are prohibited from using the site or its content: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial, state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (vi) to submit false or misleading information; (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, any related website, other websites, or the Internet; (viii) to collect or track the personal information of others; (ix) to spam, phish, pharm, pretext, spider, crawl, or scrape; (x) for any obscene or immoral purpose; or (xi) to interfere with or circumvent the security features of the Service, any related website, other websites, or the Internet.

**(b)** Traders associated with proprietary trading firms, including their owners and employees, are strictly prohibited from engaging in trading activities with TBM Funded.

**(c)** Registering with multiple email addresses is prohibited. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## 15. Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall TBM Funded, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability shall be limited to the maximum extent permitted by law.

Furthermore, any performance commission, remuneration, or similar compensation related to the use of our service is not considered a liability of TBM Funded. We are not responsible for ensuring the payment of any such commission or remuneration, and any claims related to these payments are expressly excluded from our liability.

## 16. Indemnification

You agree to indemnify, defend, and hold harmless TBM Funded and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

## 17. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 18. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 19. Disputes

Once you dispute an order payment, it has an adverse financial impact on the Company and damages our company profile in the eyes of the Payment Gateway. Accordingly, under our policy, we will ban accounts directly involved in the dispute or associated with the same order number, and we will not entertain any subsequent requests to unban the account(s).

A user involved in a disputed transaction in the normal course of business, where there has not been any problem on our side, will not be eligible for any further accounts with TBM Funded, and all their other active accounts will be closed.

This policy is in place to protect TBM Funded from financial adversity and to ensure the long-term viability of the brand.

## 20. Entire Agreement

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, together with any policies or operating rules posted by us on this site or in respect of the Service, constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 21. Changes to Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 22. Confidentiality of Communications

All communications between TBM Funded ("The Company") and you, the user of our services, are strictly confidential. This includes, but is not limited to, emails, messages through our website, phone calls, and any other form of communication. By using our site and engaging in our Service, you agree that you will not disclose, share, publish, or otherwise make public any part of these communications without the prior written consent of The Company. This confidentiality agreement is essential to maintain the trust and integrity of our services. Any breach of this confidentiality provision will be considered a violation of these Terms and may result in immediate termination of your access to our services, along with any other remedies available to The Company under law.

## 23. Contact Information

Questions about the Terms of Service should be sent to us at support@tbmfunded.com.

## 24. Applicable Law

These Terms, and any dispute arising from or in connection with them, are governed by and construed in accordance with the law of your own legal jurisdiction of residence.

## Review and Revision

TBM Funded retains the right to review and revise these Terms and Conditions at any time. These Terms are subject to modification without prior notice.

## Acknowledgment

When you engage in trading with TBM Funded, you acknowledge that you have thoroughly read, understood, and agreed to comply with the Terms and Conditions.

## Appendix A: Responsible Trading Policy

At TBM Funded, we are committed to providing a secure and reliable environment that fosters responsible trading practices. To achieve this, we have established an enhanced reward system and a Responsible Trading

Policy that outlines our expectations for trading activities on your accounts. All trading activities conducted on your simulated accounts must be legitimate and accompanied by common sense, as if they were being performed on accounts trading in a live environment.

Traders should use our simulated accounts with integrity and professionalism. This means adopting prudent risk management strategies as if they were trading their personal accounts with their own funds.

Our mission is to enable genuine traders to grow personally and financially, allowing them to achieve their life goals with greater ease. Responsible trading practices are crucial for traders who want a successful trading career. By adopting a responsible approach to trading, you will trade with confidence and peace of mind, putting yourself in an excellent position to achieve your financial goals.

This policy aims to educate and guide you on how to trade responsibly. It ensures that you have the information necessary to manage your accounts effectively and avoid reckless and unprofessional trading behavior. We expect all TBM Funded traders to approach their activities with a sense of duty, professionalism, and respect.

## Responsibilities

When trading with our accounts, you must adhere to legitimate trading practices and refrain from any forbidden trading practices, news trading, and unprofessional trading behaviors that are unsustainable in the long term and contrary to a responsible trading approach. All TBM Funded traders utilizing our firm's resources and accounts must adhere to the highest standards of ethical conduct. Specifically, we expect you to refrain from engaging in any activities that seek to exploit or misappropriate our resources or the accounts we provide in good faith. Additionally, we emphasize the importance of avoiding trading practices designed to manipulate the TBM Funded evaluation process, which is intended to provide a fair and objective assessment of trading performance.

As a TBM Funded trader, you are responsible for:

**Trading with caution:** A responsible trader knows that long-term success requires trading with caution and avoiding impulsive decisions, including avoiding news trading and any attempt to purposely trade the news. News trading is forbidden, and intentionally trading the news will lead to termination, since it is an abuse of TBM Funded accounts that were given in good faith. Make informed decisions based on sound analysis and remain aware of the bigger picture, even outside the market itself.

**Risk management:** Avoid overtrading and overleveraging. You must apply sound risk management and hold realistic expectations when engaging with the market; set your profit targets and stop-loss levels accordingly. Adjust your position size carefully and manage your transactions wisely; consider taking partial profits, since the market can reverse or move into consolidation and the trade may not play out as expected. Excessive position sizing or risk exposure can be a detrimental strategy, particularly when experiencing a string of unfavorable trades. To recover losses, traders may be tempted to take on larger positions, hoping for a significant winning trade. However, this approach is often driven by emotional factors rather than sound trading principles. When a trader is distressed, their decision-making is compromised, and they are more likely to abandon their strategy and risk management practices. In reality, oversized positions or the accumulation of multiple positions simultaneously is a high-risk approach that TBM Funded does not recommend. A more conservative, risk-controlled approach is essential for achieving long-term success and avoiding financial losses. Even experienced professionals typically adopt a small-risk strategy, which enables them to generate substantial profits in a stable and secure environment. Prioritize prudent risk management and avoid reckless trading practices that can lead to premature exits from the market. Amateur traders must avoid impulsive decisions and focus on developing a disciplined approach to trading. By adopting a conservative mindset and employing effective risk management techniques, traders can mitigate potential losses and achieve sustained success over the long term.

**Capital management and profit preservation:** Take care of your accounts and use them as if you were trading your own capital. You must prioritize capital preservation when the market environment is, or appears to be, much riskier than usual. Uncertain market conditions should be avoided, and you should implement profit-preservation measures. Take a thoughtful, safe approach by not risking excessive profits. The maximum risk on any single trade, trade idea, or position is set out in section 8(e) of the Terms and Conditions, and your largest losing trade should not exceed that limit.

**Repeated rapid account failures:** trading in a pattern of losing multiple accounts in short succession, where the frequency and speed of failure are not reasonably explained by ordinary trading variance, indicating an approach driven by chance rather than a considered, risk-aware strategy carried consistently across accounts.

**Outsized / All-or-Nothing Risk:** trading in a manner that stakes an Account's viability on the outcome of a single trade or a small number of trades, characteristic of speculative, gambling-like behavior rather than the risk-managed approach the Evaluation is designed to assess.

**Churning:** buying and burning through accounts in a pattern that seeks to pass by chance, reset exposure, or work around our risk rules, rather than to trade responsibly — viewed as a whole as an attempt to pass by repetition or attrition, buying volume rather than developing skill.

**Previous Accounts Performance:** Your trading activity and performance across previous Accounts may be considered when determining the conditions applicable to any new Account. Based on this review, we may apply different trading conditions, risk parameters, rules or onboarding requirements where deemed necessary for risk-management purposes. Previous account performance may include, but is not limited to, trading behavior, risk exposure, consistency, profitability, drawdowns, violations, and overall history.

**Regularly review and adjust:** To maintain a high level of proficiency and minimize losses, it is essential to periodically review and assess your trading performance. This process involves thoroughly examining your trading activities, including both successful and unsuccessful trades. By analyzing past performance, you can identify areas for improvement, learn from your mistakes, and develop a more effective trading strategy. Regularly reviewing your performance enables you to refine your approach, adjust to changing market conditions, and adapt to new information. This ongoing evaluation also helps you develop a more nuanced understanding of your trading strengths and weaknesses, allowing you to optimize your strategy accordingly.

Moreover, it is crucial to continually reassess your risk tolerance, market exposure, and overall trading goals to ensure that your trading activities align with your objectives. By doing so, you can maintain a prudent and disciplined approach to trading, minimizing the risk of significant losses or prolonged periods of underperformance. In addition, a regular review of your trading performance allows you to refine your risk management techniques, update your market analysis, and stay informed about regulatory changes and market developments. By staying informed and adapting to changing circumstances, you can maintain a competitive edge in the markets and achieve long-term success. Ultimately, the ability to regularly review and adjust your trading strategy is a critical component of effective trading. By embracing this ongoing process, you can optimize your trading performance and minimize losses.

**Compliance with the firm's rules:** Traders must comply with these guidelines and ensure that their trading activities align with responsible trading behavior. Failure to comply with these requirements may result in actions against the trader, including suspension or termination of trading privileges. All traders are responsible for being aware of and respecting our Responsible Trading Policy and any other relevant TBM Funded policies and procedures. Doing so maintains a high level of accountability and supports a reliable, long-term collaboration between genuine traders and TBM Funded.

## Best Practices

When it comes to trading, it's not about getting rich quickly, but instead building a sustainable foundation for long-term success. This means adopting a disciplined approach that prioritizes patience, consistency, and careful risk management.

To ensure responsible trading practices, we recommend the following best practices:

**Having clear trading plans and realistic goals while being aware of the broader context:** To navigate the complexities of the financial markets confidently, it is essential to establish a clear and well-defined trading plan. This plan should be grounded in a thorough understanding of market conditions and an awareness of global events and their potential impact on the markets. The current geopolitical landscape, in which uncertainty and volatility are pronounced, demands a heightened sense of vigilance and adaptability. A prudent approach involves setting realistic goals carefully calibrated to the current account situation, market conditions, and prevailing circumstances. Furthermore, staying informed about global events and their potential implications for the markets is crucial. A clear trading plan and a deep understanding of market conditions and global events can help mitigate risk and increase the likelihood of successful trading outcomes.

**Avoid gambling:** When trading, adopting a responsible and professional approach is crucial. Treat your simulated accounts as if you were trading your own funds. You wouldn't recklessly gamble with your own money, and you shouldn't engage in such behavior on your TBM Funded account either. Trading is a science; gambling belongs in the casino. Trading requires a thoughtful and strategic approach. Don't get caught up in the hype of trying to get lucky in the market. Instead, make informed trades based on thorough analysis and a well-considered strategy. A real trader doesn't rely on luck or emotions; they have a solid foundation in their approach that allows them to make profitable trades consistently. Serious traders have a deep understanding of their strategy, which gives them an edge over the market. This edge isn't a one-time advantage but a consistent one that allows them to generate profits over time. When trading on a TBM Funded account, it's essential to be responsible and avoid reckless behavior. Avoid all-or-nothing strategies. Pay attention to your position size, and keep your emotions in check, since overconfidence can quickly spiral out of control. It is also important to acknowledge that losses are a natural part of trading. When you experience losses, do not let emotions get the best of you. Don't engage in revenge trading by making impulsive decisions in the hope of recovering losses. Instead, take a step back, reassess your strategy, and consider whether emotions are clouding your judgment. Trading is a marathon, not a sprint. It requires discipline, patience, and a long-term perspective. By adopting a responsible and professional approach, you will be well placed to achieve consistent results and lasting success.

**Choose your trading assets and get to know them:** Traders with long-term consistency do not trade dozens of assets; it is essential to focus on a few key assets and learn them well. A successful trader doesn't try to trade everything under the sun, since that is a recipe for disaster. Being an intelligent trader means getting to know the market you are trading, becoming familiar with it, and learning its unique characteristics. By limiting yourself to a smaller number of assets, you can better understand how they work and respond to different market conditions. Use correlation between assets in your analysis, but resist the urge to trade everything you see. Some traders trade multiple instruments to diversify their risk. However, a trader may open several positions across multiple instruments or currency pairs while still being exposed to concentrated risk in one instrument or currency. A typical case is opening several positions on different major pairs; what looks like a diversified position can simply be a single, larger losing trade. Concentrating on only a few trading assets does not mean ignoring everything else. It is important to monitor other significant markets so that traders can identify patterns and correlations between assets, which can be valuable in analysis. The point is to avoid getting caught up in the excitement of having many markets and tradable assets available, and jumping chaotically from one to another in a short period. Trading too many instruments simultaneously can lead to reckless decisions and increased risk. Some traders may try to diversify by trading multiple assets, but this approach can be misleading. For example, opening various positions on different currency pairs may seem like a smart way to spread risk, but it can increase your exposure to losses on one particular instrument or pair. Traders often fall into this trap and suffer significant losses. Trading multiple assets is a double-edged sword: it can provide diversification benefits and reduce risk, but it can also increase the complexity of your strategy and make it harder to manage your positions effectively. By focusing on a few key assets and developing a deep understanding of them, you will be better equipped to make informed trading decisions and achieve long-term success.

**Stay connected to the world:** Financial literacy and strong knowledge across multiple areas are critical to making informed decisions in the market. Stay connected to the global economy and follow the latest news, trends, and events that can impact the financial markets. Don't focus only on charts and technical analysis; take a step back and consider the broader picture. Consider how historical events, current happenings, and future outlooks intersect and influence the market. It is not only about what is happening in your industry or market; stay informed about what is happening in other sectors and areas of life. Changes in global politics, conflicts, natural disasters, or technological breakthroughs can all affect the financial markets. By staying informed and thinking critically about the interconnectedness of these factors, you will be better equipped to make informed decisions and adapt to changing market conditions. The financial markets are constantly evolving, and awareness of what is happening outside your immediate context is crucial to staying ahead of the curve. By staying connected and informed, you will be better positioned to navigate the ups and downs of the market and make intelligent decisions.

**Take breaks:** The importance of taking breaks in trading cannot be overstated. When you are constantly bombarded with market data and your emotions are running high, it is easy to make reckless decisions that can harm your performance. Overtrading and obsessing over charts can lead to a vicious cycle of impulsive decisions that ultimately sabotage you. To avoid this pitfall, taking regular breaks to clear your head and regain your composure is essential. This is not about being lazy or uninterested in the markets; it is about being intelligent and strategic. By stepping away from the charts and taking a break, you can reflect on your trades, assess whether your strategy for the day is still valid, and refocus on your goals. Trading requires mental toughness, discipline, and patience. Taking calculated breaks will help you focus better when you return to the charts. If you feel tired or not in a sharp mental state, take a break and return stronger.

## Consequences of Non-Compliance

Be aware of the following potential consequences for non-compliance:

- **Account suspension or closure:** Your account may be suspended or closed if it is determined that you are not trading responsibly.
- **Restrictions and limitations:** We reserve the right to restrict and limit your account if your trading behaviour does not comply with our policies.
- **Denied performance fees:** Performance fees may be denied to discourage behavior that violates our trading rules, policies, or responsible trading standards.

## Review and Revision

TBM Funded retains the right to review and revise this Responsible Trading Policy at any time. The policy is subject to modification without prior notice.

## Acknowledgment

When you trade with TBM Funded, you acknowledge that you have thoroughly read, understood, and agreed to comply with the Responsible Trading Policy.

**TBM Funded** Trade with a clear path to capital, rewards, scaling, and community.