

## **Terms & Conditions**

### **1.1 Welcome to Foxx Funding**

The “Company” provides you (“you” or the “Trader”) with a limited license to use the services (the “Services”) offered by the Company subject to the terms and conditions contained herein (the “Agreement”).

### **1.2 Agreement**

This Agreement is a legally binding contract, and you have a duty to read this Agreement before using or accessing the Services offered by the Company. By using the Services, you agree to the terms and conditions contained within this Agreement.

### **1.3 Right to Amend Agreement**

The Company reserves the right to suspend, replace, modify, amend, or terminate this Agreement at any time and within its sole and absolute discretion. If The Company replaces, modifies, or amends this Agreement, your continued use of the Services after a change in the Effective Date will constitute your agreement to any changes.

## **2. Trader Representations**

### **2.1 Representation of Age and Capacity**

By using the Services, you represent that you are at least eighteen (18) years old, of sound mind, and have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Services on behalf of a business entity or other third party, you represent that you have the authority to act as an agent of that business entity or third-party.

### **2.2 Compliance with Laws**

You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty applicable to individuals or business entities in your jurisdiction. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

## **3. Limited License**

### **3.1 Scope of License**

The Company provides you with a limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free license to use the Services for its customary and intended purposes. You are prohibited from scraping, framing, hacking, reverse engineering, crawling, or aggregating the Services or the Company website without prior written consent from the Company.

### **3.2 Intellectual Property**

Your limited use of the Services does not entitle you to any intellectual property rights, including technology, copyrights, trademarks, or trade secrets of the Company or any third-party contractors. Your use of the Services is limited by the terms of this Agreement.

### **3.3 Revocation of License**

This license is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

## **4. Prohibited Uses**

### **4.1 Legal Compliance**

You are prohibited from using the Services to violate any law, regulation, or treaty at any level (local, state, provincial, national, or international) or infringe upon the rights of third parties, including intellectual property rights.

### **4.2 Unauthorized Access**

You are prohibited from scraping, crawling, framing, posting unauthorized links, aggregating, hacking, performing DOS attacks, reverse engineering, or circumventing technological protection measures on the Services or the Company website.

### **4.3 Unsolicited Communications**

You are prohibited from using the Services or the Company website to send unsolicited commercial emails to third parties or other Traders of the Company.

### **4.4 Prohibited Trading**

Certain trading activities, such as exploiting pricing errors, insider trading, or any activity deemed by the Company to harm its relationship with brokers, are strictly prohibited. If such activities are detected, your participation in the program will be terminated.

## **5. Education**

### **5.1 Non-Provision of Education**

The Company does not provide any trader education and intends only to identify individuals with trading talent. Successful Traders will be allocated capital to trade under the terms of an agreement with Bespoke Funding.

### **5.2 Disclaimer of Advice**

The Company provides data and information solely for general informational purposes and does not offer investment, financial, tax, or legal advice.

### **5.3 Accuracy of Information**

The Company does not represent that the data provided is accurate or complete. You bear responsibility for evaluating any risks associated with using the information.

### **5.4 Risks of Trading**

Trading carries high risks and can lead to substantial losses. You should consider your investment objectives, level of experience, and risk appetite before deciding to participate.

## **6. Account Creation**

### **6.1 Registration Requirements**

To register as a Trader, you must provide personal information, such as your name, email, and date of birth. This information is subject to the Company's privacy policy.

## **6.2 Personal Account Responsibility**

Your account is personal and cannot be shared. If you suspect a breach, you must notify the Company immediately.

## **6.3 Account Limitations**

Traders are limited to one active account per challenge level, unless otherwise approved in writing.

## **7. Purchases and Refunds**

### **7.1 Product and Service Costs**

The Company may charge for products or services on its website. Prices and availability may change without notice.

### **7.2 Responsibility for Purchases**

The Company is not liable for any claim related to your purchases, and no refunds are offered for any purchased services.

## **8. Guidelines**

### **8.1 Changes in Guidelines**

The Company will provide guidelines for its Services, which may be modified at any time. These guidelines are incorporated into this Agreement.

## **9. Trademarks**

### **9.1 Ownership of Trademarks**

All trademarks, trade names, and logos displayed on the Company website are owned or licensed by the Company. You are prohibited from using them in a way that confuses consumers or falsely represents their origin.

## **10. Disclosure Statement**

### **10.1 Risk of Investment**

Before participating in financial markets, you should carefully assess your investment objectives, experience, and risk appetite, and be aware of the significant risks involved.

## **11. Term and Termination**

### **11.1 Term of Agreement**

This Agreement begins when you purchase a service and continues until terminated by the Company or you cease using the Services.

## **12. Disclaimer of Warranties and Limitation of Liability**

### **12.1 No Warranty**

The Services and Company website are provided "as is" without any warranties. The Company's liability is limited to the amount paid for the Services or \$1,000, whichever is less.

## **13. Indemnification**

### **13.1 Trader's Obligation**

You agree to indemnify and hold the Company harmless from any losses or claims arising from your use of the Services, violation of this Agreement, or infringement on third-party rights.

## **14. Litigation**

### **14.1 Arbitration of Disputes**

Any controversy or claim arising out of this Agreement will be resolved through arbitration.

## **15. Force Majeure**

### **15.1 Exemption from Liability**

The Company will not be held liable for any loss or damage caused by unforeseen events, such as natural disasters or government actions.

## **16. Survivability**

### **16.1 Continuing Obligations**

Your obligations under this Agreement, including indemnification and defense, will survive the termination of this Agreement.

## **17. Severability**

### **17.1 Validity of Terms**

If any part of this Agreement is found invalid, the remaining terms and conditions will remain in full effect.

## **18. Interpretation**

### **18.1 Equal Drafting**

This Agreement will not be interpreted against the drafter. It is considered to have been drafted by both parties equally.

## **19. Assignment**

### **19.1 Prohibition of Assignment**

You cannot assign your rights under this Agreement. The Company reserves the right to assign its rights under this Agreement.

## **20. Waiver**

### **20.1 Written Waiver Required**

No part of this Agreement will be waived unless in writing and signed by the relevant party.

## **21. Entire Agreement**

### **21.1 Superseding All Prior Agreements**

This Agreement represents the entire understanding between the Company and the Trader and supersedes all prior agreements.