

CUSTOMER AGREEMENT

This Customer Agreement (this "Agreement") is made effective as of the last signed date by and between The Funded Trader LLC (the "Company"), and _____ (the "Customer"). In connection to the passed Verification account Phase 1: _____ Phase 2: _____ and for good consideration exchanged, the parties conclude this Contract:

1. **Right to Simulation Trading.** The Customer shall be given the license to perform simulation of trades on the financial market FOREX, or on other financial market through a special customer demo account on the platform of a broker (hereinafter called "Customer Account") which shall be made accessible to him or her subject to the conditions of this Agreement and to the Funded Trader programs and products, and the right to remuneration, which Funded Trader shall pay the Customer under the conditions of this Agreement (hereinafter referred to as the "FOREX Trading"). The Customer acknowledges and understand that the Customer Account is the property of Company and shall make confidential the activities made within the Customer Account.

2. **Account Balance Requirement.** Company shall not instruct the Customer regarding the method of FOREX Trading. The Customer has the freedom of manner in which he or she performs FOREX Trading. During FOREX Trading, the Customer is obliged to observe the following prudence policies of trading:

- a. The maximum daily aggregated loss on the Customer Account consisting of the account's current result of opened positions and the result of positions closed on the given day must not at any time in the course of one working day exceed 6% of the starting days capital.
- b. The value of the initial capital must not fall below 88% of the initial account balance both for open and closed positions, including commissions and swaps. In the event of a breach of any of the rules referred to in this Article, all positions on the broker's platform shall be closed immediately and the Customer's Account will be blocked. In such case, Company has the right to terminate this Agreement under the conditions of Article 14.

3. **Acknowledgement.** The Customer acknowledges that the Customer Account is a demo version which does not allow to perform real-world trades using FOREX Trading on financial markets. It is up to the decision of Company which of the activities of FOREX Trading will be executed on the financial market and which will not.

4. **Right to Remuneration.** The Customer is entitled to a remuneration for FOREX Trading which is calculated according to the achieved performance on the Customer's Account. Billing takes place in monthly cycles from the first business day on the Account. If the Customer starts to trade for example on May 5, billing will always take place on the fifth day of the month. Billing consists of deducing from the Provider's Account the difference between the closed account balance and the value of the initial capital where this difference is positive. The resulting Customer's remuneration is calculated as 80% of this difference. The remuneration is payable within the 14th

day of the invoice being issued by the Customer to the account shown in the header of this Agreement.

5. Compliance to General Terms. The Customer shall not perform FOREX Trading in violation of: (i) the operation of real financial market, (ii) the current General Terms and Conditions of the broker, (iii) the current General Terms and Conditions of Funded Trader which are available on <https://thefundedtraderprogram.com/terms-of-use/> (hereinafter referred to as "TOU"), (iv) the limitations set out in Article 2 of this Contract; and (v) generally binding regulations valid in the Cayman Islands. Transactions made in violation of the above terms will not be included into billing according to Article 4 of this Contract, and in such a case, Company has the right to terminate this Contract under the conditions of Article 14.

6. Compliance with Cayman Islands. By signing this Agreement, the Customer undertakes to conduct FOREX Trading in accordance with generally binding regulations valid in the Cayman Islands and to provide all necessary permits for this activity.

7. Conflict of Interest. The Customer shall notify Company of any of his or her interest in business or other activities pursuing property benefits which could find themselves in conflict with the interests of Company.

8. Confidentiality. The Customer vows to keep the confidentiality of all information received in connection with this Agreement or when performing FOREX Trading in partnership with Company. The Customer shall not copyright, trademark, or patent any byproduct created through his or her relationship with Company unless otherwise agreed upon.

9. Data Processing. The Customer agrees and acknowledges that Company processes (in an automated manner or by other means through web-based partners and accounts) the personal data of the Customer in compliance with applicable data protection laws. The data of the Customer, which the Customer has provided or will provide to Company for the purposes of and to the extent necessary to (i) the performance of this Agreement, (ii) the regular personal evaluation of the Customers and other customers, (iii) resolution of any disputes arising in connection with this Agreement and (iv) information on new services or products of Funded Trader. The Customer grants this consent for the duration of the performance of work for Company or with partnership with Company, and for the period of three years after the termination of this Contract, unless obligation to archive some personal data for a longer period is otherwise provided by law (in which case the Customer grants this consent for the appropriate period of time). The Customer further acknowledges that Company may hold on to his or her personal data indefinitely and without consent at the request of law enforcement agencies for the purpose of aiding in investigative activities.

10. Third Party Data Processing. Company has the right to provide personal data of the Customer to third parties and to foreign governments to the extent necessary to carry out the terms of this Agreement and to comply with relevant data privacy laws. Company only has the right to

such transfer of personal data of the Customer for the purpose of and to the extent specified above, or if such an obligation is provided for by law. Company shall inform the Customer of the transfer of his or her personal data pursuant to this paragraph unless the law states otherwise.

11. **Right to Correct.** The Customer has the right to access and correct the personal data. In the event that the Customer finds or believes that Company performs the processing of his or her personal data contrary to the protection of the private and personal life of the Customer or in conflict with the Act on the protection of personal data (in particular, if the personal data are inaccurate), he or she may ask Company to redress.

12. **Return of Company Property.** Upon Company's request and at any time after the termination of this Agreement, the Customer agrees to return all borrowed tools, other resources, notes, documents, including electronic or other storage media, containing information on the activities of Company, including all copies thereof. Making of copies is strictly prohibited.

13. **Integral Part of Agreement.** The Contracting Parties expressly acknowledge that the TOU and privacy statements form integral parts of this Agreement and Customer expressly acknowledges that he or she has read and understands the TOU and the privacy statements.

14. **Termination.** This Agreement is concluded for an indefinite period and may be terminated by either party at any time with immediate effect without notice.

15. **Copies.** This Contract was made in two copies, one of which was taken over by Company and the other one by the Customer. The copies are equally valid forms of this Agreement.

16. **Applicable Law.** This Agreement and all integral parts of this Agreement shall be subject to the laws of Cayman Islands, where applicable. Should there be a dispute between the parties and if the said dispute are not able to be resolved through arbitration as stated in the TOU by law or by circumstances, the dispute shall be resolved by the state courts of Mercer County, New Jersey.

17. **Appendices.** Any appendices attached to this Agreement are integral parts of this Agreement.

18. **Amendments.** Any modification, amendments, and extensions made to this Agreement shall not be valid unless written and signed by the parties involved.

19. **Taxes.** Company shall not be liable or responsible for the withholding of taxes for the Customer.

20. **Relationship.** This Agreement shall not be interpreted to create any form of partnership, membership, employment, and joint venture, unless otherwise written and recorded elsewhere.

Signature page follows

COMPANY:
The Funded Trader LLC

Angelo Ciaramello

BY: _____

DATE: _____

CUSTOMER:

BY: _____

DATE: _____

Appendices follow

APPENDIX I – TERMS OF USE

Welcome to thefundedtraderprogram.com. The thefundedtraderprogram.com website (the “Site”) is comprised of various web pages operated by The Funded Trader LLC (“The Funded Trader”). thefundedtraderprogram.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of thefundedtraderprogram.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference. These Terms are applicable for all services provided by The Funded Trader; “Site” shall mean all services and interactions made by The Funded Trader.

thefundedtraderprogram.com is an E-Commerce Site.

The products and services offered on this Site are not in any way intended to be considered an investment. The Funded Trader provides opportunities for Traders to receive funding by proving their skills in trading by passing evaluations with specific goals that must be achieved in order to pass the evaluations.

Privacy

Your use of thefundedtraderprogram.com is subject to The Funded Trader’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting thefundedtraderprogram.com or sending emails to The Funded Trader constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that The Funded Trader is not responsible for third party access to your account that results from theft or misappropriation of your account. The Funded Trader and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

For any evaluation programs that a client is provided through our website, under no circumstances is the client able to change the password to the demo trading account. Any changes of the password will result in a breach of these Terms of Use and will count their evaluation as failed.

Funded Account Terms

Evaluation accounts provided by The Funded Trader are subject to 1:200 FOREX leverage, while funded accounts are subject to 1:100 FOREX leverage as is industry standard for live accounts. All other instrument leverages are subject to the sole discretion of The Funded Trader and what is deemed reasonable by The Funded Trader to provide to clients based on risk management.

Children Under Thirteen

The Funded Trader does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use thefundedtraderprogram.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

thefundedtraderprogram.com may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of The Funded Trader and The Funded Trader is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Funded Trader is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Funded Trader of the site or any association with its operators.

Certain services made available via thefundedtraderprogram.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the thefundedtraderprogram.com domain, you hereby acknowledge and consent that The Funded Trader may share such information and data with any third party with whom The Funded Trader has a contractual relationship to provide the requested product, service or functionality on behalf of thefundedtraderprogram.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use thefundedtraderprogram.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Funded Trader that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of The Funded Trader or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Funded Trader content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for

your personal use, and will make no other use of the content without the express written permission of The Funded Trader and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Funded Trader or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by The Funded Trader from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use The Funded Trader Content accessed through thefundedtraderprogram.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Legal and Market Compliance

The Funded Trader takes compliance with relevant statutes, regulations, and judgments seriously and asks our customer to do the same. Further, The Funded Trader also respects the functioning of the real market. As such, predatory trading practices that interfere with the functioning of the real market are banned on our platform. Predatory trading practices that do not comply with the functioning of the real market include, but not limited to:

1. Use of platform or data freezing
2. Use of delayed data feed
3. Trading on delayed charts
4. Trading at a time of significant macroeconomic reports
5. Use of the guarantee of compliance with limit orders
6. Use of hedging trades between accounts

For further guidance on predatory trading practices that do not comply with the functioning of the real market, visit the link: <https://help.thefundedtraderprogram.com/en/articles/5374175-trading-according-to-the-real-market>.

Breach of these Terms or laws in any way may lead to immediate termination of all accounts associated with our services, and no refund or payment of any kind shall be issued. In addition, you may be held civilly and/or criminally liable if you are in breach of these Terms and relevant laws.

Indemnification

You agree to indemnify, defend and hold harmless The Funded Trader, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Funded Trader reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Funded Trader in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties.

The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims with regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This arbitration provision shall survive the termination of these Terms. Consistent with other provisions stated elsewhere, the laws of State of Texas shall apply to the arbitration proceedings.

Any physical complaints notices and request for arbitration can be sent to:

The Funded Trader LLC
14001 W HWY 29 SUITE 102
Liberty Hill, Texas 78642

If able, please provide an electronic copy of the complaint or notice to the following email address:

support@thefundedtraderprogram.com

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The Funded Trader agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE FUNDED TRADER LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE FUNDED TRADER LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE FUNDED TRADER LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE FUNDED TRADER LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE FUNDED TRADER LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

The Funded Trader reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, these Terms are governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of the courts in the Mercer County, New Jersey, in all disputes arising out of or relating to the use of the Site, should arbitration efforts fail. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Funded Trader as a result of this agreement or use of the Site. The Funded Trader's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Funded Trader's right to comply with governmental,

court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by The Funded Trader with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision or statement that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Funded Trader with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Funded Trader with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Funded Trader reserves the right, in its sole discretion, to change the Terms under which thefundedtraderprogram.com is offered. The most current version of the Terms will supersede all previous versions. The Funded Trader encourages you to periodically review the Terms to stay informed of our updates.

These Terms are effective as of July 5, 2021.

APPENDIX II – PRIVACY STATEMENT

Protecting your private information is our priority. This Statement of Privacy applies to thefundedtraderprogram.com and The Funded Trader LLC, and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to The Funded Trader LLC include thefundedtraderprogram.com and The Funded Trader. The Funded Trader website is an ecommerce site. By using The Funded Trader website, you consent to the data practices described in this Statement and all extensions and addendums to this Statement.

Collection of your Personal Information

In order to better provide you with products and services offered, The Funded Trader may collect personally identifiable information, such as your:

- First and Last Name
- Home Address
- Mailing Address
- E-mail Address
- Phone Number
- Financial Information

If you purchase The Funded Trader's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction or issue payments to you.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future for the same purpose

Use of your Personal Information

The Funded Trader collects and uses your personal information to operate and deliver the services you have requested.

The Funded Trader may also use your personally identifiable information to inform you of other products or services available from The Funded Trader and its affiliates.

Sharing Information with Third Parties

The Funded Trader may sell, rent, or lease customer information to third parties for the following reasons:

We will collect this data and provide it to third parties if it is a necessary step in the User's account creation process, contributes to the ease of use, reliability, or functionality of our products, or if it is of mutual interest to The Funded Trader.

The Funded Trader may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is transferred to the third party. The Funded Trader may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to The Funded Trader, and they are required to maintain the confidentiality of your information.

The Funded Trader may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on The Funded Trader or the Site; (b) protect and defend the rights or property of The Funded Trader; and/or (c) act under exigent circumstances to protect the personal safety of users of The Funded Trader, or the public.

Opt-Out of Sale or Disclosure of Personal Information to Third Parties

In connection with any personal information, we may sell or disclose to a third party for a business purpose, you have the right to know:

- The categories of personal information about you that we sold and the categories of third parties to whom the personal information was sold; and
- The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt-out of the sale or disclosure of your personal information. If you exercise your right to opt-out of the sale or disclosure of your personal information, we will refrain from selling or disclosing your personal information, unless you subsequently provide express authorization for the sale or disclosure of your personal information. To opt-out of the sale or disclosure of your personal information, email us at support@thefundedtraderprogram.com, Attn: Data Protection Officer.

Tracking User Behavior

The Funded Trader may keep track of the websites and pages our users visit within The Funded Trader, in order to determine what The Funded Trader services are the most popular. This data is

used to deliver customized content and advertising within The Funded Trader to customers whose behavior indicates that they are interested in a particular subject area.

Automatically Collected Information

Information about your computer hardware and software may be automatically collected by The Funded Trader. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of The Funded Trader website.

Use of Cookies

The Funded Trader website may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize The Funded Trader pages, or register with The Funded Trader site or services, a cookie helps The Funded Trader to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same The Funded Trader website, the information you previously provided can be retrieved, so you can easily use The Funded Trader features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of The Funded Trader services or websites you visit.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

The Funded Trader secures your personal information from unauthorized access, use, or disclosure. The Funded Trader uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

Right to Deletion

Subject to certain exceptions and for those individuals who meet jurisdictional and legal requirements, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity or prosecute those responsible for that activity;
- Debug, identify, and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided by for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Funded Trader does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Opt-Out & Unsubscribe from Third Party Communications

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from third-party partners of The Funded Trader by contacting us here:

- Email: support@thefundedtraderprogram.com

E-mail Communications

From time to time, The Funded Trader may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from The Funded Trader or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from The Funded Trader, you may opt out of such communications by Customers may unsubscribe from emails by clicking on the “unsubscribe” button found at the bottom of each email.

External Data Storage Sites

We may store your data on servers provided by third party hosting vendors with whom we have contracted.

Changes to this Statement

The Funded Trader reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Funded Trader welcomes your questions or comments regarding this Statement of Privacy. If you believe that The Funded Trader has not adhered to this Statement, please contact The Funded Trader at:

The Funded Trader LLC
Attn: Data Protection Officer, Carlos Rico-Ospina, Jr.
14001 W HWY 29 SUITE 102
Liberty Hill, Texas 78642

Email Address:
support@thefundedtraderprogram.com

This statement is effective as of July 5, 2021.