

Terms and Conditions

These Terms and Conditions (“Terms”) govern the use of services provided by Amega Capital Ltd (“the Provider”) via the mobile application and/or the website www.fundix.pro (“the Website”). By registering or using the services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please refrain from using the services.

1. General

These Terms outline the rights and obligations of the Client when using the services provided by Amega Capital Ltd, whose registered office is located at The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. By registering or using the services, the Client enters into a binding agreement with the Provider. These Terms form an integral part of that agreement and incorporate related documents, including the “AML & KYC Policy,” “Cookie Policy,” “Privacy Policy,” and “Risk Disclosure,” all available on the Website.

2. Client Acceptance and Due Diligence

The Provider may delay or deny the opening of a Client Account until identity verification and compliance checks are successfully completed. The Client must submit identification documentation, and the Provider reserves the right to request additional documents as part of its ongoing monitoring. Enhanced due diligence may apply to Clients from certain jurisdictions.

Once identity verification is complete, the Client may access the services. Failure to complete the process within the specified timeframe may result in account restrictions or termination.

The Client consents to the use of their data for purposes related to the provision of services and resolution of disputes.

Corporate accounts are not accepted at this stage.

Client Identification Procedure (for Individual Clients):

- Proof of Identity (POI): A clear copy of a passport, driver’s license, or national ID card.
- Residence Permit
- Liveness Check

All documents must be in English or accompanied by a certified translation.

3. Restricted Jurisdictions and Denied Access

The Provider does not offer services to individuals from restricted jurisdictions, those subject to international sanctions, or persons with criminal records involving financial crimes or terrorism. The list of restricted jurisdictions is available on the Website and may be updated periodically. The Provider reserves the right to deny or terminate access to such individuals.

4. Nature of Services

The services include:

- Simulated trading tools for Forex and other financial instruments.
- Access to educational content, analytical tools, and a dedicated client section.

Demo Trading: During the Internship Stage, clients trade using virtual funds, which cannot be withdrawn or used for live trading.

Funded Trading: Upon successful completion of the Internship Stage, and subject to meeting performance criteria, the Client may progress to trading with real capital.

5. Program Requirements for Funded Trading

Internship Stage

- **Duration:** Four calendar weeks (Monday to Friday), with virtual capital of \$100,000. The first week begins on the Client's start date and ends the following Friday. The next three are standard calendar weeks.
- **Profit Target:** Each week must be profitable compared to the previous week's Total PnL, with a minimum of \$250 positive PnL per week. A total profit of \$1,000 is required to advance.
- **Cooling-Off Period:** After an unsuccessful attempt, clients may reapply only after the following weekend, resuming from the next Monday. This provides time for reflection and preparation.

Funded Stage

- **Capital:** Starts with \$100,000 of real equity.
- **Duration:** Unlimited, unless program conditions are violated.
- **Strategy Flexibility:** Any trading strategy is allowed, except for prohibited practices (see Section 9).
- **PnL Conditions:**
 - Profits are paid only after the equity PnL reaches a 5% profit target by Friday market close.
 - 5% profit target based on the initial equity per cycle.
- **Weekly Equity Adjustment:** An equity increase of \$100,000 and more is applied over the weekend only if the trader reaches the 5% profit target based on their current initial equity and maintains that profit level by Friday market close. For more details on the exact equity increase amount, please refer to the app.
- **Payouts:** A 20% profit share is paid over the weekend after the trader reaches the 5% profit target based on their current initial equity and maintains it through Friday market close.
- **Referral Program:**
 - Referees receive a 25% profit split during their first year.
 - Referrers receive 10% of the invitee's weekly profits.
 - Example: User Y earns \$1,000 → Y receives \$250, X (referrer) receives \$100, the company retains \$650.
 - After 1 year, referees revert to a 20% split, but referrers continue to earn 10%.

Capital Cycle:

- Additional capital is added to the starting equity each week if the 5% profit target is reached and maintained by Friday market close.
- **Max Drawdown:** Fixed at 1% of initial equity per cycle.
 - Example 1: \$100,000 equity → \$1,000 drawdown limit.
 - Example 2: \$99,400 equity after \$600 loss → max loss still \$1,000 (from \$100,000 base).
 - Example 3: \$200,000 equity → \$2,000 drawdown limit.

Cancellation and Reapplication: Clients may request to cancel at any time. Failed Funded Stage attempts require re-entry through the Internship Stage.

Inactivity: No trades in a calendar week will result in disqualification. Clients will be notified and may appeal or reapply.

Summary:

- **Profit Accumulation:** increased equity per profit target reached.
- **Payouts:** 20% of profits (or more with bonuses).
- **Activity:** Weekly trading is mandatory.

6. Trading Conditions

- **Market:** Forex CFDs only, with 1:1 leverage. USD-denominated trades only.
- **Position Limit:** Maximum 100 open positions.
- **Hedging:** Permitted, except for prohibited practices (see Section 9).
- **Strategy Use:** Any trading strategy is allowed, except for prohibited practices (see Section 9).
- **Swaps:** Applied; retail spreads offered; no commissions.

- **Orders:** Market and pending orders supported.
- **Margin:** Required for all positions, including hedged ones.
- **Free Margin Limitation:** There is usually no limitation for Funded accounts. However, the Provider reserves the right to reduce the free margin in cases of excessive risk-taking or gambling-like trading behavior. Conversely, sustained consistency and adherence to professional trading practices may result in an increase in the free margin, up to a maximum equal to the total capital assigned to the Client's Funded Account.

Stage-Specific Rules:

- **Internship Stage:** All positions must be closed by 21:30 UTC Friday (November - March) or 20:30 UTC Friday (April - October). Unclosed trades will be auto-closed.
- **Funded Stage:** Weekend positions are allowed.

7. Withdrawals

Clients can manage withdrawals through the platform. All withdrawals are processed via **USDC on the Polygon blockchain (USDC-POL)**.

- Clients must have a compatible crypto wallet.
- Withdrawals are available once profit splits are credited.
- No non-crypto payout methods are supported.
- Payouts are processed weekly, with real-time tracking.
- Unresolved account issues may delay payouts.
- No payouts occur for weeks with no trading activity.

8. Client Responsibilities

Clients are responsible for ensuring their devices and internet connection are compatible with the platform. They must also maintain proper cybersecurity practices. The Provider is not liable for issues arising from hardware or software failures.

9. Prohibited Actions

Clients must not engage in any unlawful, abusive, or manipulative activity. Prohibited practices include, but are not limited to:

- Exploiting price discrepancies,
- System glitches,
- Latency, or inaccurate pricing; arbitrage or synthetic hedging across brokers;
- Automated, high-frequency, or bulk trading;
- Use of third-party bots, expert advisors, or off-the-shelf strategies to pass Internship or Funded accounts;
- Martingale, grid, averaging-down, or other high-risk systems;
- Opening numerous micro trades solely to inflate volume or commissions;
- Trading around high-impact news or bracketing pending orders to exploit market reactions;
- Taking one-sided bets without market analysis;
- All-or-nothing trades or risking excessive portions of account equity;
- Inconsistent strategy use across stages;
- Coordinated trading with other clients or accounts;
- Multiple-account correlation, mirroring, or network/group trading to manipulate Fundix metrics;
- Account sharing, reselling, or passing accounts to other individuals;
- Misuse of referral programs, bonuses, or internal systems to gain unfair advantage.

Any violation of these rules may result in suspension, limitation, or immediate termination of the account, forfeiture of profits, and permanent ban from Fundix programs.

10. No Investment Advice

The Provider does not offer investment advice. Any guidance from employees or agents is not to be interpreted as professional advice.

11. Confidentiality, Personal Data, and Records

Client data is handled in compliance with applicable laws and may be used for service provision, compliance, and legal obligations. Data may be shared with authorities if required.

12. Amendments

The Provider may amend these Terms at any time, with at least 2 business days' notice. Legal or regulatory changes may take effect immediately. The updated Terms replace all previous versions.

13. Termination

Either party may terminate this agreement with 24 business hours' written notice. Immediate termination may occur in cases of non-compliance, missing documentation, or unlawful activity. The Provider reserves the right to terminate any account at its sole discretion, without prior notice, in cases of abusive behavior, policy breaches, security risks, or other circumstances deemed harmful to the integrity of the Company or its users. Termination does not affect prior obligations.

14. Event of Default

Defaults include failure to meet obligations (e.g., margin, KYC) or fraudulent behavior. The Provider may suspend or close accounts in such cases.

15. Force Majeure

The Provider is not liable for disruptions caused by events beyond its control (e.g., natural disasters, government actions).

16. Limitations of Liability

Services are provided "as-is." The Provider is not liable for direct or indirect losses resulting from the use of its platform or services.

The Provider shall not be held liable for any system errors, bugs, software malfunctions, connectivity interruptions, data delays, or other technical issues that may affect the functionality of the platform, execution of trades, account performance, or Internship results.

The Provider bears no responsibility if a Client's Internship or Funded Account fails, closes, or is otherwise affected due to technical malfunction, network outage, data corruption, or system updates. In such cases, no compensation, reinstatement, or account restoration will be provided.

Clients may, at any time, restart or open a new Internship account if they wish to continue participation. Each new Internship begins under standard initial conditions. The Provider will not restore, adjust, or reinstate any account to its prior state, balance, or trading history before the occurrence of a technical or operational issue.

These provisions apply to all issues arising from the Company's internal systems, third-party providers, data vendors, or external infrastructure beyond the Provider's control.

The Provider's teams are not obligated to investigate or manually review individual claims unless verified through internal technical assessment.

By using the services, Clients acknowledge and accept that such risks exist and waive any claim against the Provider for losses or disruptions arising from such events.

17. Representations and Warranties

Clients affirm that all information provided is accurate, they comply with local laws, and they will not engage in prohibited or manipulative trading practices.

18. Acknowledgement of Risks and Consent

Clients acknowledge the inherent risks of CFD trading and accept the possibility of significant financial loss. Clients agree to receive communications electronically. CFDs are traded over-the-counter and not on regulated exchanges.

19. Governing Law

All disputes will be governed by the laws of Saint Lucia. The Provider may refuse service in jurisdictions where Forex/CFD trading is illegal.

20. Severability

If any part of these Terms is deemed unenforceable, the remainder will continue in full force and effect.

21. Assignment

The Provider may assign its rights or obligations to a third party with prior notice. Clients may not transfer their rights without written approval from the Provider.

22. Language

The official language of these Terms is English. Translations are provided for informational purposes only.

23. Entire Agreement

These Terms constitute the entire agreement between the Client and the Provider, superseding all prior agreements or communications.