

## 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](http://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.
- **Weekly Drawdown:** A maximum of \$1,000 relative to the week's starting balance. Exceeding this will result in automatic cancellation. Clients may retake the Internship unlimited times, unless blacklisted for specific violations.
- **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.
- **Free Margin Limitation:** A default free margin limit applies to all Funded Accounts and may be adjusted by the Provider based on the Client's trading performance, style, and risk profile. Excessive risk-taking may lead to reduction, while consistent professional trading may increase the limit up to the total capital assigned.
- **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 1% profit target by Friday market close.
  - 1% profit target based on the initial equity per cycle.
- **Weekly Equity Adjustment:** An equity increase of \$100,000 is applied over the weekend only if the trader reaches the 1% profit target based on their current initial equity and maintains that profit level by Friday market close.
- **Payouts:** A 20% profit share is paid over the weekend after the trader reaches the 1% profit target based on their current initial equity and maintains it through Friday market close.. Early Bird Bonus adds 4% (total 24%) for profits earned through May 30, 2025.
- **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:

- \$100,000 is added to the starting equity each week if the 1% 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:** +\$100,000 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.

- **Strategy Use:** All strategies allowed unless abusive.
- **Swaps:** Applied; retail spreads offered; no commissions.
- **Orders:** Market and pending orders supported.
- **Margin:** Required for all positions, including hedged ones.
- **Free Margin Limitation:** The Provider applies a default free margin limitation to all Funded Accounts. This limitation may be increased or decreased at the Provider's sole discretion based on the Client's trading performance, style, and risk profile. 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 may not:

- Use the service for unlawful purposes.
- Scrape, hack, reverse-engineer, or breach security protocols.
- Send unsolicited communications.
- Exploit platform bugs or latency.
- Engage in front-running or insider trading.
- Participate in “Group Trading” (e.g., mirrored or offsetting trades across accounts).

**Violations will result in disqualification and forfeiture of any fees or gains.**

## **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. 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.

### **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.