

# Terms & conditions

## 1. Introduction

1.1 The terms and conditions in this agreement applies to and between you, the User of this Website and Bullish Funded Ltd ([www.bullishfunded.com](http://www.bullishfunded.com)), with a registered office 1196 BUDAPEST RÁKÓCZI UTCA 129. FSZ.EM. 3.AJTÓ Hungary, (Identification No.: 01-09-384153), registered in the IGAZSÁGÜGYI MINISZTERIUM CÉGINFORMÁCIÓS ÉS AZ ELEKTRONIKUS CÉGELJÁRÁSBAN KÖZREMŰKÖDŐ SZOLGÁLAT. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website and our service. If you do not agree to be bound by these Terms and Conditions, please stop using the Website immediately. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using this website and service operated by Bullish Funded Ltd("us", "we", or "our").

1.2 In this Agreement “you” and “your” refer to users and prospective users of our website, “we”, “company”, “us” and “our” refer to Bullish Funded Ltd and “Service” refers to the services provided by us. “Parties” and “Party” refers to both users and ourselves, or either the user or ourself respectively. All terms refer to the offer, acceptance and consideration necessary to undertake the process of our assistance to our customers in the most appropriate manner, for the express purpose of meeting the customer’s needs in respect of the provision of the Company’s stated services, in accordance with and subject to, prevailing laws. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1.3 Any and all use of our services is subject to this Agreement, which may be updated by us from time to time without prior notice to users of our website and/or service. Any change of terms shall be binding and effective upon posting of the revised Agreement on our website. In addition to this Agreement, specific services or information contained within this website may be subject to additional posted terms or guidelines applicable to such services. All such terms or guidelines are hereby incorporated by reference into this Agreement.

1.4. By using [www.bullishfunded.com](http://www.bullishfunded.com) (the “Site”) or any of our services (“Services”), you agree to follow and be bound by these Terms of Services (the “Terms of Services”) and agree to comply with all applicable laws and regulations.

## 2. Age Restriction

2.1 This Site is offered and available to users who are 18 years of age or older. By agreeing to these Terms and using our service, you represent that you are of legal age to use the website.

2.2 This age restriction may differ from country to country. By using this Site and our application, you represent and warrant that you are of legal age within your jurisdiction or country to form a binding contract and meet all of the foregoing eligibility requirements.

2.3. The use of the service is only permitted to those persons who are capable of acting, are entitled to enter into contracts in their own name, speak the language used by the service well, and who, when using the service, make decisions for which they are able to bear the legal

consequences. The user bears direct personal responsibility for the activities carried out during the use of the service, and is not exempted even if user refers to the triggering behavior of third parties.

### **3. Unauthorised access**

3.1 It is unlawful to try and gain unauthorised access to this site, its servers, or any computer or database connected to this Site. You must not attack this site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you will be committing a criminal offence. In the event of such a breach, your right to use this Site will cease immediately. We will report any such breach to the relevant law enforcement authorities.

3.2 We will not be liable for any loss or damage caused by a distributed denial-of- service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on them, or on any website linked to them.

### **4. Our Services/Process**

4.1 The Bullish Funded Ltd website ([www.bullishfunded.com](http://www.bullishfunded.com)) provides analytical trading tools which can be used by users as an educational tool or as an ancillary service.

4.2 Bullish Funded Ltd is not a brokerage and holds no license to the MetaTrader platform.

4.3 Bullish Funded Ltd is an affiliate of Bullish Funded Ltd.

4.4 Bullish Funded Ltd is licensed with MetaQuotes and offers it's traders access to the MetaTrader5 trading platform.

4.5 You acknowledge that any trading that you perform through the Service is not real. Funds provided to you during Phase 1 and Phase 2 are simply for trading on a Live Non-Execute trading account and you have no right beyond the scope of their use within our service. You are not entitled to those funds and they will not be used for real live trading. Unless expressly agreed otherwise and in conjunction with our Funded Trader Agreement, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.

4.6 Bullish Funded Ltd services for FX, Metals, Commodities, Indices and are all only quoted 24/5, however cryptocurrencies are available 24/7. Although you can hold positions over the weekend we offer no pricing, thus meaning you cannot open, close or modify any positions from Friday market close until Sunday market open.

4.7 Due to the fact all trading with Bullish Funded Ltd is on live servers however non-execute, all trading experience will be that of live conditions. This means you may experience positive or negative slippage. If you are holding positions over the unquoted weekend period positive or negative slippage may occur and be significant.

All account Users, and Customers using the service acknowledges that educational trading means the provision of simulated trading based on real international market processes, but

that doesn't mean real trading. Therefore any trading situation simulated by the service, or any certain modes of operation of the simulated market, or certain nature of trading events cannot serve as a basis for a customer complaint.

When using the service, the user makes his decisions in such a way that he is aware of the rules of the required trading behavior, therefore the lack of knowledge of the rules cannot be the basis for any customer demands against the service provider.

4.8. The services offered by Bullish Funded Ltd are not intended for residents of the U.S., Iran and North Korea, officially the Democratic People's Republic of Korea or use by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

## **5. Order Process**

5.1 To process an order for the service, the user must first register to gain access to the dashboard. From here, the user may choose to Open a new account, either a 1-step/2-step Challenge account or an Instant Funding account.

5.2 Bullish Funded is not a brokerage and holds no license with MetaQuotes. Therefore, in order to successfully complete the account purchase process and participate in our services, the user must agree to both the terms and conditions of Bullish Funded Ltd, AND the terms and conditions of.

5.3 The user can then download the MetaTrader desktop platform via Bullish Funded dashboard or from the Bullish Markets site.

## **6. Bullish Funded account**

6.1 Bullish Funded Ltd. shall provide the Customer with access to a trading account (the "Trading Account"), which will be used within the Bullish Funded Ltd Licensed MT5 Trading Platform as part of the Bullish Funded Ltd Services.

6.2 Access to the Bullish Funded Dashboard will be with the login credentials chosen by you when registering.

6.3 Access to the Trading Account will be with login credentials emailed to you by Bullish Funded Ltd after successfully completing the purchase process.

6.4 The Customer shall not make available or provide the login data to the Trading Account, the Trading Platform, or the Client Dashboard to any third party. The Customer is responsible for the protection of login data and the Bullish Funded Account and for all activities that are performed through the Bullish Funded Account or the Trading Platform. Bullish Funded shall not be liable, and the Customer is not entitled to any compensation, for any misuse of the Trading Account, Trading Platform, or any part of the Services and for any negative consequences thereof for the Customer, if such misuse occurs for any reasons beyond the control of Bullish Funded.

6.5 The Customer acknowledges that they are operating using fully simulated trading conditions from the broker, Bullish Funded Ltd.

6.6 All data provided by the Customer to Bullish Funded Ltd must be complete, true, and up to date. In the event of any change in the Customer's data, the Customer must immediately send a notification to Bullish Funded from the Customer's registered e-mail address; the notification must be accompanied by documents evidencing the change, if applicable. The Customer is responsible for all the provided data being always accurate and up to date; Bullish Funded is not obligated to verify the data.

6.7 The Trading Account and the Services may not be always available, such as during maintenance, upgrades, technical errors, or for any other reason. Bullish Funded shall not be liable, and the Customer is not entitled to any compensation.

6.7.1 for the temporary unavailability of the Trading Account, the Dashboard, or the Trading Platform,

6.7.2 for any damages or loss of any data or other content that the Customer uploads, transfers, or saves via the Bullish Funded Account, the Dashboard or the Trading Platform,

6.7.3 or for any Bullish Market's interventions or alterations in the Customer's Trading Account requested by the Customer.

6.8 The Customer is not entitled to any compensation, and it is entirely at the discretion of Bullish Funded whether compensation is provided to the Customer and in what form or amount; provided however, the limitation of liability within the meaning of Clause 11 is not to be affected thereby.

6.9 In order to use the Services, the Customer must obtain the appropriate technical equipment (smart phone, laptop or desktop PC) and software, including third-party software (e.g., software/operating system for the use of the Trading Platform), at the Customer's own risk and expense.

6.10 Bullish Funded does not warrant or guarantee that the Services will be compatible with any specific equipment or software. Bullish Funded provides no warranty as to the compatibility of the Services with any device, program, or add-on.

6.11 The Customer must follow the terms and conditions of the Trading Platform.

## **7. Rules**

You must read, agree with, and accept all the terms and conditions contained in this Agreement without modifications. Should you not understand any part of this Agreement or any information available on the Website, you should contact us before subscribing, or you should seek independent legal advice.

This Agreement is made between yourself, as our user (hereinafter referred to as "you" or "your" or, "trader" or in general terms, the "user") and Bullish Funded. This Agreement describes in full detail the Terms of Use you must accept, without

restrictions or objections, before registering with us. By registering with us, you are acknowledging that you have read and fully understand these Terms of Use.

It is important to understand that under this program we are looking for users who can generate stable and consistent performance. As such, you hereby agree, not to trade with 'unreasonable' risk or gambling-like strategies. All trading activity will be monitored in real-time to be sure you adhere to the restrictions and guidelines below. Failure to do so may end our relationship immediately and forfeiture of any fees paid or profits due.

Users may not use any EAs, scripts, or robots unless the Bullish Funded Risk Team has granted such an exception. Nor may users engage in following other users' entry and exit signals manually or through copy trading. Bullish Funded shall have the right to deem that users coordinate or copy their trades if several users with the same instruments in the same direction are made within one minute of each other or if all traded instruments, entries, and exits are identical or similar. Failing to comply with this rule will result in the termination of all Bullish Funded accounts owned by the user. All trades must be based on the user's own analysis and decisions.

#### 7.1. General Trading Rules

7.1.1. News event trading: News event trading is allowed. However, relying heavily on news trading is not allowed on both evaluation and funded accounts as this is not sustainable. Please remember that high-impact news can affect instruments that are not directly correlated to the country releasing its economic data.

7.1.2. Responsible and consistent strategy: The user's strategy must be responsible and consistent during the whole trading period. The user's trading must demonstrate that their strategy works in the long term and is not based on pure luck. If the user places an unusually large number of orders for the Services within an unreasonably short period of time or places unusually large or small orders compared to previous trades, it will be considered as harmful or gambling behavior of the Customer. To specify the limit of what is considered a large order, a user is not allowed to risk more than 2.00% of the initial account balance on one trade idea including split positions. Split positions that are considered as one trade idea are as follows: (1) If the trades on the same symbol is floating or open at the same time at one point in the same direction and (2) the trades on the same symbol and direction were closed and opened within 2 minutes of each other. In such cases, the Provider reserves the right to suspend any further orders of the Services by the Customer and has the right to terminate the user's account.

7.1.3. All positions must be closed before the trading period ends and before the trading period can be reviewed.

7.1.4. Exceptions: Based on your individual trading methods, it is possible to be granted an exception, however, exceptions are granted only after an interview with our Risk Management team. Without such granted exception(s), users who take unreasonable risks may face termination of our relationship.

**7.1.5.Trading Account Management & Right of Refusal.** The Company has the right to conclude the contract of the Bullish Funded account with the Customer – during any part of the Trading Evaluation. Should any concerns about user activity and excessive risks on any account arise, the company will attempt to contact the user immediately to conduct an interview and discuss employed trading practices. The company will attempt to find a remedy for the situation. However, should there be no remedy for concerns, the company reserves the right to terminate this Agreement immediately. Such concerns may include:

- The Company's potential for suffering financial losses;
- Investors of the company's potential for suffering financial losses;
- The potential damage to the Company's reputation due to unreasonable usage of the platform;

**7.1.6.Protection of Capital.** The evaluator is under a contractual obligation to protect company funds at all times. Should the company suspect that the user's practices employed on a Demo account would not be replicable in live market conditions, the company reserves the right to terminate a contractual relationship with the user.

**7.1.7.Termination of Agreement Due to Concerns, Trading Violations, And Ethics.** Any of the following violations will result in immediate termination of our contractual relationship unless you are able to justify the occurrence: Any form of arbitrage performed in your trading account - e.g., usage of specialized software programs that are designed to exploit possible price latencies on a Trading Platform or that allow for the use of technological and/or algorithmic trading patterns that are aimed at exploiting price latency/priced freezes for arbitrage opportunities on a Trading Platform, thus resulting in unrealistic and/or fake profits on a trading account, which would not be possible within the real trading environment. Any form of HFT or HFT-like trading systems are not applicable to live market conditions due to latency, commission, spread, and slippage limitations. Any form of martingale and grid trading strategies is not tolerated due to its nature of high leverage and high risk over a large series of trades. Abuse of technological issues of a broker, intentional or otherwise, where opening and closing prices might be readjusted and users will be able to continue trading, which would decrease the profitability or increase the loss, this data will not be taken into account for 'passing qualification'. Usage of guaranteed 'Take Profit' and 'Stop Loss' to trade news/price and weekend gaps, due to its possibility in a demo account.

**7.1.8.Difference between Demo and Real Accounts.** The user confirms a good understanding of major differences between Live and Demo trading, which include but are not limited to the following: In most cases – Demo accounts have better prices and abnormal execution behavior relative to the markets. Therefore, a user has to consider that an employed trading system should be able to perform profitably in a real market scenario, even with a slightly less favorable spread. Demo accounts have no or very little (artificial) slippage, due to no real liquidity. Unlike Demo accounts, Real accounts with trades over 1 Standard Lot might not be filled immediately or fully on a Real Account. On a real account 'Stop Loss' and 'Take Profit' are filled only at the level of the closest

available liquidity, not at the level of a set price. Orders on Demo accounts are executed at the quoted price, whereas the quoted price of a Real account displays the last available quote of an instrument, not necessarily the available quote.

#### **7.1.9. Forbidden trading practices:**

DURING THE DEMO TRADING, IT IS PROHIBITED TO:

- a) KNOWINGLY OR UNKNOWINGLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;
- b) PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;
- c) PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS, INCLUDING BETWEEN CONNECTED ACCOUNTS, OR ACCOUNTS HELD WITH DIFFERENT FUNDING TRADER ENTITIES, TRADES OR COMBINATIONS OF TRADES THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;
- d) PERFORM TRADES IN CONTRADICTION WITH THE TERMS AND CONDITIONS OF THE PROVIDER AND THE TRADING PLATFORM;
- e) USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES; OR
- f) OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN ANY FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT THE PROVIDER MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES.

7.1.10 It is prohibited to perform any sort of High-Frequency Trading, Arbitrage or Straddling strategies, or any other approach which exploits errors in the service such as errors in the display of prices or delays in their update, or any approach which gives the Customer an unfair advantage.

7.1.11. It is prohibited to perform trades in contradiction with how trading should be performed in the financial markets in a way which causes Bullish Funded Financial harm, for example, over-leveraging, over exposure, one-sided bets, account rolling etc.

7.1.12 It is prohibited to hedge across accounts, for example, purchasing two accounts and hedging across them.

7.1.13 It is prohibited to use any 3rd party account management or challenge passing services.

7.1.14 **Collusion Rule:** It is prohibited to collaborate with other Customers in any way. For example, simultaneously entering opposite positions on different accounts, or multiple Customers placing the same trades.

7.1.15. **Inactivity Rule:** In order to efficiently re-allocate resources and to ensure our servers and our dashboard are running at optimal performance, we have an Inactivity Rule. If the

Customer has been inactive for 30 days, Bullish Funded reserves the right to close the account with no refund.

**7.1.16. Trading Behaviour Rule:** In order to ensure the longevity of your trading account, after achieving funded status on either a 1-Step or 2-Step Challenge or Pro account, the Customer must continue to use the same strategy used to pass the challenge.

A change of trading strategy may include but is not limited to;

- Increase in trade risk since being funded.
  
- Increase in trade volume since being funded.
  
- Introduction of new instrument classes since being funded (ie. only trading FX Majors in the challenge, but trading Metals and Crypto when funded).
  
- Introduction of new trading methods since being funded (ie. trading manually during the challenge, but trading with EAs when funded, or vice versa).

7.1.17. Users who cheat the rules of trading, customers who engage in aggressive trading, and traders using unfair methods, will be excluded from the service. The services provider has the right to exclude the user whose taking excessive risk management strategy, or whose trading style is not compatible with the rules of fair market behavior and the ethos of educational trading. In case of the above process, services provider applies exclusion without explanation, and the user is not entitled to a refund of the fees already paid.

7.2. Daily Drawdown Rule

During any Trading Day (23:00:00 CET to 22:59:59 CET the following day), at no point is the Customer's account balance nor account equity permitted to drop by a specified percentage of the previous Trading Day's closing balance. This specified percentage depends on the type of account as shown below:

<b>Account Type</b>	<b>Daily Drawdown Limit</b>
1-Step Challenge	4%
2-Step Challenge	5%
Instant Funding	5%
Instant Funding Aggressive	10%

7.3. Max Drawdown Rule

At no point is the Customer's account balance nor account equity permitted to drop by a specified percentage of the initial account balance. This specified percentage depends on the type of account as shown below:



<b>Account Type</b>	<b>Max Drawdown Limit</b>
1-Step Challenge	5%
2-Step Challenge	10%
Instant Funding	8%
Instant Funding Aggressive	16%

#### 7.4. Max Risk Per Trade Rule

The positions initiated by the user must not individually exceed the following value.

<b>Account Type</b>	<b>Max Risk Per Trade Limit</b>
1-Step Challenge	2%
2-Step Challenge.	2%

#### 7.5. Total Risk Rule

To protect our capital and encourage responsible trading behaviour, at no point can the Customer's Total Risk on open positions add up to a specified percentage of the previous Trading Day's closing balance. This specified percentage depends on the type of account as shown below:

<b>Account Type</b>	<b>Total Risk Limit</b>
Instant Funding	2.5%
Instant Funding Aggressive	5%

**Note: This rule only applies to Instant Funding models.**

#### 7.6. Stop Loss Rule

The Customer must use a stop loss on ALL positions at all times. No trades may be closed without a stop loss present.

Please note that newly opened positions are given a 120 second grace period to ensure that a stop loss has been added to an appropriate level. After this 120 second window, the risk of this new position will be included in the Total Risk value.

**Note: This rule only applies to Instant Funding models.**

#### 7.7. Gambling Rule

When using our services, Gambling or all-or-nothing behaviour is not permitted. This may include, but is not limited to Revenge Trading, Over-Leveraging, Over Exposure or any other approach which is deemed to show all-or-nothing qualities such as risking the majority or more than your drawdown limits on open trades. Decisions will be made at our discretion.

#### 7.8.. Outcomes

In the event that the Customer breaks any of the rules laid out in Section 7, the following outcomes apply:

<b>Rule</b>	<b>Outcome if broken</b>
7.1. General Trading Rules	Account Termination
7.2. Daily Drawdown Rule	Account Termination
7.3. Max Drawdown Rule	Account Termination
7.4. Total Risk Rule	Possible Outcomes:
7.5. Stop Loss Rule	Account Reset
	Scapng Rejection
	Payout Reduction / Rejection
7.6. Gambling Rule	Leverage Reduction
	Account Termination

7.9. Disclaimers

If we discover at a later time that the Customer has breached any of our Trading Rules, we may retrospectively take action in line with Clause 7.8..

We reserve the right to modify the rules for Accounts at any time. In which case an email will be sent to the Customer informing them of any changes.

If the Customer has breached any rules set out in Section 7, we also reserve the right to permanently ban the Customer if we deem that their trading activity poses a risk of causing us financial harm.

## 8. Challenge Accounts

8.1. Fees

Challenge accounts are available in either a 1-Step or 2-Step format, and are available in either USD, EUR or GBP. Account sizes and fees are fixed and will simply be billed in the chosen currency.

This is a one-time fee and is only refundable if the account is in profit on the 30th day of achieving funded status.

	<b>1-Step Challenge</b>		<b>2-Step Challenge</b>	
<b>Size</b>	<b>Standard</b>	<b>Swap-Free</b>	<b>Standard</b>	<b>Swap-Free</b>
2500	60	72	50	60
U5000	90	120	75	100
10000	120	180	100	150
25000	180	240	150	200
50000	360	480	300	400
100000	600	750	500	625
200000	1140	1320	950	1100

8.2. Objectives

During each stage of the Challenge, the Customer's objective is to achieve the specified profit target without breaching any rules set out in Section 7.

<b>Account Type</b>	<b>Phase 1 Target</b>	<b>Phase 2 Target</b>
1-Step Challenge	10%	N/A
2-Step Challenge	10%	5.0%

Upon achieving the profit target with all positions closed, the Customer may then press 'Progress to the next stage' in their dashboard. Their account will then be reviewed to make sure their trading falls in line with all rules in Section 7, and if successful, they will be progressed to the next phase.

8.3. Withdrawing Virtual Profits

Upon achieving funded status, the Customer may start withdrawing virtual profits immediately. After each pay-out there is a 7-day cool down before the next pay-out can be requested. Please note the minimum pay-out amount is \$25.

If the Customers account is terminated due to breaching any rules in Section 7, they will not be entitled to claim any un-withdrawn profits.

The virtual Profit Split rate depends on the account type and may also vary depending on the application of any coupon codes. The standard Profit Split rates can be seen below:

<b>Account Type</b>	<b>Virtual Profit Split</b>
1-Step Challenge	75%
2-Step Challenge	75%

8.4. Account Scaling

When funded, the Customer may wish to exchange virtual profits in order to Scale their account, increasing their account capital and potentially their virtual Profit Split Rate. If the trader choses to scale, the trader understands that they fully forfeit the profits exchanged, as these cannot be withdrawn.

If the trader wishes to withdraw profits made on top of the scaling target, they must request the withdrawal BEFORE requesting the scaling to avoid losing the excess profits. The Scaling plan can be seen below:

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>	<b>Phase 7</b>	<b>Phase 8</b>	<b>Phase 9</b>
Profit required	8%	9%	10%	11%	12%	13%	14%	15%	16%
Virtual profit split	75%	80%	85%	90%	95%	95%	95%	95%	95%

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
<b>Account size</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>	<b>Phase 7</b>	<b>Phase 8</b>	<b>Phase 9</b>
2,500	4,000	7,000	12,000	21,000	35,000	60,000	103,000	174,000	296,000
5,000	9,000	14,000	25,000	42,000	71,000	121,000	205,000	349,000	
10,000	17,000	29,000	49,000	84,000	142,000	241,000	410,000		
25,000	43,000	72,000	123,000	209,000	355,000	603,000			
50,000	85,000	145,000	246,000	418,000	710,000	1,207,000			
100,000	170,000	289,000	491,000	835,000	1,420,000				
200,000	340,000	578,000	983,000	1,670,000					

### 8.5. Account Refresh

The Customer may choose to Refresh a funded Challenge account to start afresh. This may be done once per account, and the Customer will be required to recoup these losses from future pay-outs. To recoup the losses, future pay-outs will be reduced, where Bullish's split will go fully towards recouping the losses, which when covered, the profits split will return to normal.

To claim an Account Refresh, the Customer should email [support@bullishfunded.com](mailto:support@bullishfunded.com) with their account number and request an account refresh.

## 9. Instant Funding Accounts

### 9.1. Fees

Instant Funding accounts are available in either a Standard or Aggressive format, and are available in either USD, EUR or GBP. Account sizes and fees are fixed and will simply be billed in the chosen currency.

This is a one-time fee and is non-refundable.

	<b>Standard</b>		<b>Aggressive</b>	
<b>Size</b>	<b>Standard</b>	<b>Swap-Free</b>	<b>Standard</b>	<b>Swap-Free</b>
2500	95	120	165	210
5000	190	240	330	420
10000	335	420	660	780
25000	525	625	1340	1500
50000	1055	1200	2400	2600
100000	2100	2300	5180	5555

### 9.2. Objectives

Instant Funding accounts have no phases or profit targets, they must simply not breach any rules set out in Section 7.

### 9.3. Withdrawing Virtual Profits

Upon purchasing an account, the Customer may start withdrawing virtual profits immediately. After each pay-out there is a 7-day cool down before the next pay-out can be requested. Please note the minimum pay-out amount is \$25.

If the Customer's account is terminated due to breaching any rules in Section 7, they will not be entitled to claim any un-withdrawn profits.

The virtual Profit Split rate depends on the account type and may also vary depending on the application of any coupon codes. The standard Profit Split rates can be seen below:

Account Type	Virtual Profit Split
Standard	55%
Aggressive	60%

9.4. Account Scaling

The Customer may wish to exchange virtual profits in order to Scale their account, increasing their account capital and potentially their virtual Profit Split Rate. If the trader choses to scale, the trader understands that they fully forfeit the profits exchanged, as these cannot be withdrawn.

If the trader wishes to withdraw profits made on top of the scaling target, they must request the withdrawal BEFORE requesting the scaling to avoid losing the excess profits. The Scaling plans differ for Standard and Aggressive account types, and can be seen below:

Instant Funding Standard:

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>	<b>Phase 7</b>	<b>Phase 8</b>	<b>Phase 9</b>
Profit Required	8%	9%	10%	11%	12%	13%	14%	15%	16%
Virtual Profit Split	55%	60%	65%	70%	75%	75%	75%	75%	75%
<b>Account Size</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>	<b>Phase 6</b>	<b>Phase 7</b>	<b>Phase 8</b>	<b>Phase 9</b>
2,500	4,000	7,000	12,000	21,000	35,000	60,000	103,000	174,000	296,000
5,000	9,000	14,000	25,000	42,000	71,000	121,000	205,000	349,000	
10,000	17,000	29,000	49,000	84,000	142,000	241,000	410,000		
25,000	43,000	72,000	123,000	209,000	355,000	603,000			
50,000	85,000	145,000	246,000	418,000	710,000	1,207,000			
100,000	170,000	289,000	491,000	835,000	1,420,000				

Instant Funding Aggressive:

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Profit Required	16%	18%	20%	22%	24%	26%	28%	30%	32%
Virtual Profit Split	60%	65%	70%	75%	75%	75%	75%	75%	75%
Account Size	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
2,500	5,000	10,000	20,000	40,000	80,000	160,000	320,000	640,000	1,280,000
5,000	10,000	20,000	40,000	80,000	160,000	320,000	640,000	1,280,000	
10,000	20,000	40,000	80,000	160,000	320,000	640,000	1,280,000		
25,000	50,000	100,000	200,000	400,000	800,000	1,600,000			
50,000	100,000	200,000	400,000	800,000	1,600,000	3,200,000			
100,000	200,000	400,000	800,000	1,600,000	3,200,000				

## 10. Pro Accounts

### 10.1. Fees

Pro accounts are available in either a 1-Step or 2-Step format, and are available in either USD, EUR or GBP. Account sizes and fees are fixed and will simply be billed in the chosen currency.

This is a one-time fee and is only refundable if the account is in profit on the 30th day of achieving funded status.

Size	1-Step Challenge		2-Step Challenge	
	Standard	Swap-Free	Standard	Swap-Free
50,000	600	800	550	750
100,000	1,050	1,300	850	1,100
200,000	2,000	2,300	1,600	1,850

### 10.2. Objectives

During each stage of the Challenge, the Customer's objective is to achieve the specified profit target without breaching any rules set out in Section 7.

Account Type	Phase 1 Target	Phase 2 Target
1-Step Challenge	10%	N/A
2-Step Challenge	7.5%	5%

Upon achieving the profit target with all positions closed, the Customer may then press 'Progress to the next stage' in their dashboard. Their account will then be reviewed to make sure their trading falls in line with all rules in Section 7, and if successful, they will be progressed to the next phase.

### 10.3. Consistency Rules

The Consistency Rules are implemented to ensure that Customers maintain the same trading strategy in Funded Status as they did during their successful Challenge Stages. Two straightforward rules govern this consistency, operating on 7-calendar day weeks beginning 30 days after the trader attains funded status:

#### 10.3.1. Trade Quantity Consistency

Within any given week, the Customer's total weekly trade quantity should not deviate by more than  $\pm 25\%$  from the specified limit.

#### 10.3.2. Symbol Consistency

The Customer is provided with their top 5 Symbols, determined by the volume traded during the successful Challenge Stages. Additionally, an average volume is given for 'Other' symbols not included in their top 5.

In any given week, the Customer's total volume on these top symbols should not vary by more than  $\pm 25\%$  from the specified limit. Similarly, the Customer's total volume on any other symbols should not deviate by more than  $\pm 25\%$  from the specified limit.

Failure to comply with the consistency rules within a week of funded status will not lead to account termination. Instead, the Customer will experience a deduction of one week's worth of pay from their monthly salary, calculated based on a day rate.

### 10.4. Trading Breaks

Recognizing the importance of breaks, Pro Customers have the flexibility to plan vacation weeks, referred to as Trading Breaks.

Each Customer may schedule one week-long Trading Break per 90-day cycle. During this designated week, trading will be temporarily disabled, and the Consistency rules will not be enforced. It's essential to note that weeks are defined as 7-calendar day periods starting from the day of the first trade in Funded Status.

To reserve a Trading Break, Customers can easily submit a request by emailing [support@bullishfunded.com](mailto:support@bullishfunded.com) at least 72 hours before the intended start of the requested Trading Break.

## 10.5. Quarterly Profit Target

In Funded Status, customers are obligated to achieve a cumulative virtual profit of 5% per quarter. Since customers can transition to Funded Status at any point during the year based on the completion of Challenge phases, 'Quarters' will be defined as 90-day periods starting from the date the customer initiates their first trade in Funded Status.

The Quarterly Profit Target encompasses all virtual profits, even those requested for pay-outs or scaling by the customer. Failure to meet this target will result in the account being demoted to a Funded Standard Challenge account. While customers can still withdraw weekly virtual profits in this demoted status, they will forfeit all Pro benefits, including the monthly Salary. Any Salary owed from their current cycle will be paid on a Pro-Rata basis.

## 10.6. Withdrawing Virtual Profits

Upon achieving funded status, the Customer may start withdrawing virtual profits immediately. After each pay-out there is a 7-day cool down before the next pay-out can be requested. Please note the minimum pay-out amount is \$25.

If the Customer's account is terminated due to breaching any rules in Section 7, they will not be entitled to claim any un-withdrawn profits.

The virtual Profit Split rate will be 75% for the first 30 days of funded status before then increasing to 100% thereafter.

## 10.7. Monthly Salary

While in Funded Status, customers are eligible for a monthly salary equivalent to 1% of their present Capital allocation. This payment occurs every 30 days, commencing from the date the customer initiates their first trade in Funded Status.

Should a customer fail to adhere to the 10.3 Consistency Rules or not meet the 10.5 Quarterly Profit Target, their account will be demoted to a Funded Standard Challenge account. In such cases, any ad-hoc salary accrued during the current 30-day trading period will be disbursed.

Furthermore, if a customer's account is terminated due to a violation of rules in Section 7, they will still receive any ad-hoc salary earned within the current 30-day trading period.

## 10.8. Pro Fair Use Policy

Traders receive their monthly salary when consistently trading during the Funded Status, following the guidelines outlined in 10.3. Consistency Rules. If a trader is discovered intentionally attempting to circumvent the consistency rule to receive the monthly salary without engaging in genuine trading, Bullish Funded reserves the right to, at its discretion, demote the trader to standard funded status without Pro benefits, and reject that month's salary payment.

## 10.9 Scaling Plan



When in Funded Status, the Customer may wish to exchange virtual profits in order to Scale their account, increasing their account capital and potentially their virtual Profit Split Rate. If the trader chooses to scale, the trader understands that they fully forfeit the profits exchanged, as these cannot be withdrawn.

If the trader wishes to withdraw profits made on top of the scaling target, they must request the withdrawal BEFORE requesting the scaling to avoid losing the excess profits. The Scaling plan can be seen below:

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
Profit Required	8%	9%	10%	11%	12%	13%	14%	15%	16%
Virtual Profit Split	75%	80%	85%	90%	95%	95%	95%	95%	95%

**CAPITAL**

Account Size	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
50,000	85,000	145,000	246,000	418,000	710,000	1,207,000			
100,000	170,000	289,000	491,000	835,000	1,420,000				
200,000	340,000	578,000	983,000	1,670,000					

**MONTHLY SALARY**

Account Size	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9
50,000	850/m	1,450/m	2,460/m	4,180/m	7,100/m	12,070/m			
100,000	1,700/m	2,890/m	4,910/m	8,350/m	14,200/m				
200,000	3,400/m	5,780/m	9,830/m	16,700/m					

**11. Payments**

11.1. The fee for Bullish Funded Accounts vary on the option a user selects (and other factors such as the amount of the initial capital, the account type etc.) when purchasing an account.

11.2 Notwithstanding the foregoing under clause 11.1, we reserve the right to provide our service on different conditions to any individual or legal entity at our sole discretion. Prices/fees are not fixed and may be subject to change at any time without any reference to you. Any change in prices/fees only affect future orders. We may offer a discount or promo/vouchers from time to time, but this is subject to change and shall be at our sole discretion. Once the promo or discount/voucher ends, you will be charged the standard price for the product. We have the right to end this discount or promo at any time without any reference to you.

11.3 Payment of fees is accepted in either United States Dollars (USD), Euros (EUR) or Pound Sterling (GBP) depending on the user's selection. If payment is made using currencies not available on the website, the user agrees that such payment will be subject to the market exchange rate at the time of payment.

11.4 Payment can be made using credit/debit cards via TrustPayments or using Cryptocurrency via xMoney. Payments made will be taken immediately. The user agrees to pay all charges incurred in paying the fees through the user's selected payment service provider. The user agrees to make payment in full as quoted by Bullish Funded Ltd.

11.5 You may be asked to supply certain information relevant during payment. This may include, without limitation, your name, your phone number, house address, email address, billing address, card details and any such information needed by us for you to complete payments. None of this information will ever be seen, stored or held by Bullish Funded but will be encrypted by either TrustPayments or xMoney.

11.6 Service charges are inclusive of all taxes. If a user is a legal entity or a trader, it is his/her responsibility to pay all required taxes in relation to using the service.

11.7. In order to protect our service against illegal activity, please be aware that third-party payments are not available if the payment method details must match up with KYC and withdrawal details.

11.8 Pay-outs will be credited to the customer's Bullish Pay account balance. From there the customer may withdraw via various payment options.

## **12. Refund and cancellation policy**

12.1 Payments made on this website are final with no recourse to a refund. Fees paid on the website are for access to the Bullish Funded challenge or services provided under it.

12.2 Notwithstanding the foregoing under clause 12.1, a user may request a cancellation for the service or withdraw from the contract within 14 days of placing an order without giving a reason. The user must send an email to support@bullishfunded.com to complete the withdrawal from the contract and cancel the order. Once we have received the email, we will send a confirmation and process a refund. Refunds will be made to the original payment method used by the user in placing the order. PLEASE NOTE THAT CANCELLATION AND REFUNDS UNDER THIS CLAUSE ARE NOT AVAILABLE IF A USER HAS MADE A TRADE ON THEIR ACCOUNT WITHIN THE 14 DAYS STATED UNDER THIS CLAUSE. SHOULD THE USER PLACE A TRADE ON THEIR ACCOUNT WITHIN 14 DAYS OF MAKING AN ORDER, THE USER SHALL NOT BE ENTITLED TO A REFUND UNDER THIS CLAUSE.

12.3 If a user chooses to cancel their account after trading on it or fails to meet the conditions of the Bullish Funded Challenge after completion or verification or violating any terms of this Agreement, then the user will not be entitled to a refund even if the order or contract is cancelled.

12.4 In the event of a defective service, where we have been unable to deliver the services as promised, you must notify us immediately of such defective service. Once we have been informed, we will within 30 days of receiving the complaint try and remedy the defective service. If we are unable to remedy the defective service after the said 30 days, you may choose to withdraw from the contract by sending an email to support@bullishfunded.com or claim a reasonable discount. In case you choose to withdraw from the contract, we will

provide a refund of any fees already paid, if the service fails for reasons beyond our responsibility.

12.5 You must not unjustifiably dispute a fee or payment you made either through a chargeback, dispute services or other similar methods. If you make such illegitimate claim for a refund or cancellation (e.g., through chargeback services, dispute services, or other similar services), we reserve the right at our sole discretion to cancel our service to you and refuse any future use of our website and services.

## **13. Fraudulent transactions**

13.1 If in any event, there is a claim that our service has been used fraudulently and/or for illegal activities, we will co-operate with authorities who shall investigate this and if they find this to be true, we will flag and blacklist such user from ever using our services, and we will take the necessary further legal steps.

13.2 In the event of any claim that your payment card has been used without your permission or any other fraudulent use of payment cards, we will assist the bank and police authorities with any investigations including providing them with all relevant details about you, card authentication and any communications through or related to the website and services previously ordered.

## **14. Intellectual property**

14.1 Subject to other terms in these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Bullish Funded Ltd (www.bullishfunded.com), our affiliates or other relevant third parties. By continuing to use the Website, you acknowledge that such material is protected by applicable Intellectual Property right laws. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by us.

14.2 Bullish Funded Ltd hereby grants you a limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the information provided on our website (www.bullishfunded.com) for your personal, non-commercial use and in accordance with the purpose for which the Services are provided. You are not permitted to sell or otherwise transfer the use of such information to any third-party without the express written consent of Bullish Funded Ltd.

## **15. Links to other websites**

15.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Bullish Funded Ltd (www.bullishfunded.com) or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out their use. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or those in control of them. We advise that you read through their terms carefully before using the linked sites.

## **16. Account and user information**

16.1 You may be required to fill out some information when registering or completing the order form for the use of our service. You must not impersonate someone else, create or use someone else's identity other than your own.

16.2 By continuing to use this Website, you represent and warrant that

16.2.1.all information you submit is accurate and truthful;

16.2.2. you have permission to submit Payment Information where permission may be required; and

16.2.3.you will keep this information accurate and up to date.

16.3 Any data provided on the order form can be changed, corrected or updated on your account/profile. You are responsible for the information you provide and agree to inform us should any of the information changes. We are not obligated to verify any data provided to us.

16.4 We accept no liability for any losses or damages incurred as a result of your login details or other information about your account being shared by you. If you use a shared computer, it is recommended that you do not save your account details in your internet browser. If you have reason to believe that your Account details have been obtained by another without consent, you should contact Bullish Funded Ltd immediately to suspend transactions or trading on your account.

16.5 Users are only allowed one email account login. It is a violation of our terms for a user to create multiple accounts.

16.6 The total number of Bullish Funded challenge and verification per user could be limited depending on the amount of the initial capital for the option ordered by the user or other conditions as may be set by Bullish Funded Ltd. The initial capital should not be transferred between products (either individual or mutually combined). Users may not also transfer or combine performance, data, parameters or other information between products.

16.7 Access to your account and/or the platform is through your login details. You should not share access to your account with any third party without our express written approval. We will not be held responsible for any damage suffered from sharing your login details. If you are a legal entity (such as a company), you may share access with your employees, affiliates or representatives. Any activity performed on your account is your sole responsibility and we will not be held responsible for any misuse of your account or trading platform.

16.8 Users may at any time request the cancellation or termination of their account or Live Non-Execute trading platform by sending an email to support@bullishfunded.com. Users understand that should we cancel or terminate their account upon request, all services will cease with no recourse to a refund.

16.9 As an entrepreneur (trader) using the service, you may be required to provide an identification number or a tax registration number. If you provide us with such information,

you will be regarded as an entrepreneur and some terms or offers herein this Agreement may not be applicable to you.

16.10 The Trader gives Bullish Funded permission to use any Funded Status and Withdrawal certificates as promotional material, to be used on any platform. This allows Bullish Funded to use these certificates as proof to prospective Traders.

## **17. Use of this website**

17.1 When using the website and our service, you shall act in accordance with the following rules:

17.1.1. The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

17.1.2. You must be polite to our staffs should you ever contact them. You shall not use any swear word or make any racist, sexist, threatening words towards them.

17.1.3. You must not display, publish, copy, print, post, modify or otherwise use the Site and the information contained therein for the benefit of any third party or website without our prior written consent;

17.1.4. You must not use our site or services available on it for illegal activities;

17.1.5. Any attempts to publish or send malicious content through spyware and viruses or other similar things, with the intent to compromise another member's account or computer environment is strictly prohibited;

17.1.6. You must not use any robot, spider, site search/retrieval application, or other automated devices, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content.

17.1.7. You acknowledge that your access to and use of the Services may be restricted or prohibited by laws in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

## **18. Termination and cancellation**

18.1 We may terminate your transaction if we observe you have breached any terms of this agreement, especially, but not limited to paragraph 17. You will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, Bullish Funded Ltd reserves the right to terminate your account or contract with us at any time without any notice to you.

18.2 We may also terminate your contract or account with us as specified under the clauses of this Agreement.

## **19. Our responsibilities**

19.1 Your safety when using our site is paramount to us. Hence, all reasonable skill and care shall be taken to ensure your safety when using our website. Please kindly note that whilst your security is paramount to us, remember that no method of transmission over the Internet is 100% secure. While we strive to use commercially acceptable means to protect the users of our website, we cannot guarantee its absolute security.

19.2 We will do our best to maintain the operation of the Site for the Service, however, we may need to temporarily suspend the Service for operational reasons (e.g., for repairs, planned maintenance or upgrades). We promise to restore the Service as soon as reasonably possible after any suspension. We will not be liable for any damages or losses suffered by a user due to the inoperability of the website.

19.3 If we cannot do what we have promised in these Terms because of something beyond our reasonable control (including, without limitation, disputes involving our employees, affiliates, partners, a shutdown or interruption on the trading), we will not be liable for this.

## **20. Disclaimers**

20.1 We do not make any warranty or representation that the Website will meet your requirements, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate.

20.2 You understand that the financial market is very volatile/unpredictable and could result to complete loss of any initial capital. Thus, we make no guarantee of any specific results from the use of our Service. The services provided as is and we do not make any guarantee from the use of such service. You use our service at your own risk. We do not guarantee any profit or interest from using our platform. We shall not be held liable for any loss suffered if you act in any way outside of the service provided.

20.3 Whilst every effort has been made to ensure that all descriptions of Services available on [www.bullishfunded.com](http://www.bullishfunded.com) correspond to the actual Services, we are not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.

20.4 Any previous performances and profits are not a guarantee or indication of any future earnings or trades.

20.5 Whilst we do our best to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their security, personal details and computers. You understand that to use our service, you may require some technical equipment and software. It is your responsibility to purchase such equipment and software (including third-party software such as the trading platform). All purchases of the equipment and software shall be at your own expense and risk. We make no guarantee that our service will be compatible with any specific equipment or software.

20.6 Third-party websites with links from the Site have not been verified or reviewed by Bullish Funded Ltd. Your use and access to such third-party websites are made at your own risk.

20.7 You acknowledge and agree that Bullish Funded Ltd is not in control or operates the trading platform. The trading platform's terms, and conditions, privacy and cookies policy will therefore apply to your transaction on such platform. We recommend that you read through their terms and conditions, privacy and cookies policy before using the trading platform.

20.8 Information provided on this website does not constitute investment advice, financial advice, trading advice, or any other sort of advice and you should not treat any of the website's content as such. We do not recommend that any trade should be entered into. All activities carried out on the trading platform are at your discretion and you shall not hold Bullish Funded Ltd responsible for such trading actions.

## **21. Modification of service and these terms and conditions**

21.1 Bullish Funded Ltd ([www.bullishfunded.com](http://www.bullishfunded.com)) reserves the right to change the Website, its Content, any function or conditions of the services provided or these Terms and Conditions at any time. We shall provide you with reasonable notice if we make any change to these Terms and conditions except where we are required by law to make any changes to Terms and Conditions, these changes will apply automatically to any transaction currently pending in addition to any transaction placed by you in the future. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes.

## **22. Limitation of liability**

22.1 To the maximum extent permitted by law, [www.bullishfunded.com](http://www.bullishfunded.com) accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, any information contained therein or use of our service. Users should be aware that they use the Website, its content, services at their own risk. We accept no liability for any disruption or non-availability of our Website, any third-party services or website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

22.2 Unless it is caused by us and is reasonably foreseeable, we will generally not be liable for:

- (a) any incorrect or inaccurate information on the Site and all interruptions to or delays in updating our website/Service;
- (b) the infringement by you of any third-party Intellectual Property Rights;
- (c) any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Site, or from transmissions via emails or attachments received from [www.bullishfunded.com](http://www.bullishfunded.com) or its licensees.

## **23. Indemnification**

23.1 You agree to defend, indemnify and hold harmless Bullish Funded Ltd, its employees, directors' shareholders, from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your use of and access to our site ([www.bullishfunded.com](http://www.bullishfunded.com)) and our Services;
- (b) your violation of any term or condition of this Agreement, including without limitation, your breach of any of the representations and warranties contained herein;
- (c) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights;
- (d) your violation of any applicable law, rule or regulation;
- (e) any fraudulent behaviour, wilful misconduct or gross negligence;

23.2 The parties hereby warrant to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party.

## **24. No waiver**

24.1 Any default, delay or omission of any of the provisions of this Agreement by either Party will not be construed as a waiver of any subsequent breach of the same or other provisions. We are entitled to still pursue any omitted or failed payment by you at any time.

## **25. Severability**

25.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **26. Resolving disputes**

26.1 If a dispute between a user and Bullish Funded Ltd is not resolved through an informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to the parties. The cost of any mediations or arbitrations shall be borne by the party bringing a claim.

26.2 Nothing stated herein shall prevent either Party at any time from:

- (a) seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy;
- (b) pursuing court proceedings, where that Party considers it reasonable to do so; or



(c) exercising any rights and remedies that may be available to it in respect of a breach of the provisions herein these Terms of service.

## **27. Previous terms and conditions**

27.1 In the event of any conflict between these Terms and Conditions and any prior versions thereof, or any version of the Trading Rules, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **28. Third-party rights**

28.1 Nothing in these Terms and Conditions shall confer any rights upon any third- party. The agreement created by these Terms and Conditions is between you and Bullish Funded Ltd.

## **29. Law and jurisdiction**

29.1 These Terms and Conditions and the relationship between you and Bullish Funded Ltd shall be governed by and construed in accordance with the laws of Hungary, and you agree to submit to the exclusive jurisdiction of the courts in the country.

## **30. Entire agreement**

30.1 These Terms, the Privacy Policy, refund policy and any other agreement contained on the Site or agreed by the parties constitute the entire agreement between you and Bullish Funded Ltd.

## **31. How to contact us**

31.1 If you have any questions about our company's Terms and Conditions, or you would like to exercise one of your data protection rights, please do not hesitate to contact us on our contact details provided on this website or email us at [support@bullishfunded.com](mailto:support@bullishfunded.com).

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