



MONETA
F U N D E D

Moneta Funded is a trading name of Moneta Funded Ltd.

TERMS AND CONDITIONS

Version: September 2025

These Terms and Conditions ("Terms") were last updated on 9 September 2025.

Please read these Terms carefully before using our website, <https://www.monetafunded.com/> (the "Website"), and any of our services, including but not limited to the Moneta Funded Trader programs (collectively, the "Services"). By accessing the Website or using any Services, you agree to be bound by these Terms.

Moneta Funded Ltd ("Moneta Funded", "Company", "we", "us", "our") is a company registered in St. Lucia with registered number 2025-00532 and its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

The Services provided are educational and evaluative in nature. All trading accounts are simulated, using demo or virtual funds. The funds allocated have no monetary value and you are not trading in real financial markets. There is no guarantee of success or future profitability in live trading.

1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set out below:

- 1.1. "Account" means your personal user account with the Company.
- 1.2. "Evaluation" or "Challenge" means the initial simulated trading phase where your trading skills are assessed against predefined Objectives and Rules.
- 1.3. "Funded Trader" means a user who has successfully passed the Evaluation phase and has been offered a simulated funded account by the Company.
- 1.4. "Objectives" means the profit target, maximum loss (drawdown), and other trading objectives specific to your chosen program, as detailed on the Website and in your Client Dashboard.
- 1.5. "Program Rules" means the trading rules, restrictions, and prohibited strategies you must adhere to during the Evaluation, as set out in Clause 7 and on the Website.
- 1.6. "Client Dashboard" means the secure online portal accessible after registration where you can manage your Account and view your progress.
- 1.7. "Fee" means the non-refundable fee payable to participate in the Evaluation phase.
- 1.8. "You" / "Your" means the individual or entity who accepts these Terms.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

- 2.1. To use our Services, you must be at least 18 years of age and have the legal capacity to enter into a binding contract.
- 2.2. To establish your account, you must complete the Account Application Form on the Website and provide the Company with all additional information requested (including providing relevant documents to enable the Company to complete required identity verification and anti-money laundering checks).

2.3. You warrant that all information provided during registration and thereafter is true, accurate, current, and complete.

2.4. You are solely responsible for maintaining the confidentiality of your Account login details and for all activities that occur under your Account.

2.5. We reserve the right, at our sole discretion, to refuse registration or suspend/terminate an Account for any reason, including suspected fraud, misuse, or provision of false information.

2.6. You may open multiple accounts across the different Challenges, subject to the following limitations:

- **Overall Aggregate Cap:** The total combined active balance (across all your simulation and funded accounts) must not exceed USD 300,000 at any time. This cap is separate from any potential future balance increases through scaling plans under the Phoenix Challenge.
- **Per-Challenge Limits:**
 - **1-Step, and 2-Steps Challenges:** You may open multiple accounts within each of these challenge types. However, the balance for any single account within these challenges cannot exceed USD 100,000 at a time.
 - **Phoenix Challenge:** You are limited to participating with only one Phoenix Challenge account at any given time, regardless of the account's balance size.

3. SERVICES DESCRIPTION

3.1. Evaluation Phase: By paying the Fee, you will receive access to a simulated trading account for a specified period to demonstrate your trading proficiency. You must achieve the Objectives without violating the Program Rules to pass the Evaluation.

3.2. The programs we offer, which can be accessed via our Website, are simulated trading accounts which allow users to practice their trading techniques and strategies by executing simulated trades using simulated money in a live trading environment ("Program").

3.3. The Programs do not permit users (at any time) to execute trades in real financial markets with real funds.

3.4. The funds allocated to the simulated trading accounts have no monetary value.

3.5. Users are not able (at any time) to invest their own funds in order to use the Programs.

3.6. After you have completed an Evaluation, we will determine (in our sole discretion and acting reasonably) if you have passed or failed the Evaluation. Our determination is final. You will not pass an Evaluation if you fail to comply with the Program Rules, if you fail to use the applicable Program in accordance with the rules for such Program, if you fail to use the applicable Program and/or your Account in accordance with these Terms and/or if you use unauthorised means to pass an Evaluation.

Funded Trader Provisions:

3.7. If you successfully complete the Evaluation in accordance with these Terms, you may be offered the opportunity to become a Funded Trader, subject to additional verification and the execution of a separate Funded Trader Agreement.

3.8. Successfully passing the Evaluation does not automatically guarantee you will become a Funded Trader. The Company retains full discretion in making such offers. The Company may use other information available to it to assess your suitability to become a Funded Trader (including demonstrated trading history and expertise). Paying an Access Fee and participating in an Evaluation Outline (successfully or otherwise) does not oblige the Company to make you an offer to become a Funded Trader.

3.9. You acknowledge and agree that all trading is simulated. No real money is invested, and no real financial instruments are traded. The "profits" and "losses" are virtual and have no cash value unless and until you become a Funded Trader and qualify for a profit split under the separate Funded Trader Agreement.

3.10. You may accept or reject the Company's offer to you of a role as a Funded Trader. To accept the offer, you must sign a separate Funded Trader Agreement that the Company will provide you. To decline the offer you may advise the Company accordingly. If the Company does not receive your response to the offer within 30 days of making the offer to you, this will be deemed as a rejection of the offer.

3.11. You may be required to provide further or additional information (including identification, criminal history and bankruptcy checks and bank account information) as well as go through an interview process before you can be onboarded as a Funded Trader.

3.12. A Funded Trader is engaged by the Company as an independent contractor only and is not as an employee, partner or agent of the Company.

3.13. Funded Trader conditions:

- a) As a Funded Trader, the Company will allocate to you a Moneta Funded FUM (the amount of which will correspond to your Evaluation Outline) from which you will conduct trades with the aim of making a Notional Net Profit for each Trading Period.
- b) If you satisfy the Funded Trader Criteria for a given Trading Period, you will receive a Trader Payment for that Trading Period.
- c) If you do not meet the Funded Traded Criteria for a given Trading period, you will not receive a Trader Payment for that Trading Period.
- d) As a Funded Trader, you will not be required to make any payment of money to either fund your allocated Moneta Funded FUM or cover the negative monetary positions of your Trades.
- e) Your Moneta Funded FUM and the monetary positions of your Trades are representative in nature only and are not "live" amounts or positions.

4. FEES AND PAYMENT

4.1. The Fee for the Evaluation phase is payable in advance and in full before access is granted.

4.2. All Fees are non-refundable except as required by applicable law or within 14 days of the account opening in case no trades were executed.

4.3. By purchasing a Service, you authorize us to charge your chosen payment method for the total amount due.

4.4. You agree not to initiate a chargeback or payment reversal for any Fee paid. If you do so, your Account will be immediately terminated, and we reserve the right to recover any costs incurred in disputing the chargeback.

5. PROGRAM RULES AND PROHIBITED TRADING PRACTICES

5.1. You must strictly adhere to the Objectives and Program Rules specific to your chosen program, which are available on the Website and in your Client Dashboard.

5.2. The following practices are strictly prohibited ("Prohibited Conduct"):

- a) Using any trading strategy that exploits errors or latency in prices or the trading platform.
- b) Engaging in arbitrage trading, tick scalping, high-frequency trading strategies.
- c) Using non-public and/or insider information.
- d) Facilitating or supporting front-running Trades placed elsewhere.
- e) Coordinating trades with other users (e.g. copy trading) or managing accounts on behalf of others.
- f) Accessing multiple accounts from the same IP address or allowing an account to be used from multiple IP addresses.
- g) Allowing a third party to access or use your Account for any reason including for the purposes of placing trades or to pass an evaluation challenge.
- h) "News Trading": Placing trades immediately before or during the release of high-impact macroeconomic news events.
- i) "One-sided betting": Repeatedly taking positions in a single direction, either buying or selling, without proper market analysis or consideration of prevailing conditions. Consistently opening buy or sell positions on an instrument without factoring in fundamental news, economic indicators, or technical analysis that could signal potential price movements. This lack of informed decision-making increases the probability of poor risk-reward outcomes and unsustainable trading behavior.
- j) entering Orders or combination of Orders with intention of exploiting wider-than-usual spreads during abnormal period of thin liquidity by scalping with market/limit orders.
- k) entering Orders or combination of Orders with intention of exploiting the price gap with over-leveraged position prior to market closure or certain public announcements.
- l) engaging in any trading activities with intention of abusing the Negative Balance Protection Facility.
- m) Placing multiple buy and sell orders at predetermined levels around the market price just before the release of high-impact news (i.e. Bracketing Trades).
- n) Placing buy and sell orders at predetermined intervals above and below the current market price, creating a grid-like structure (i.e. Grid Trading).
- o) Hedging between accounts, including holding opposite positions (buy and sell) across multiple accounts to reduce risk artificially.
- p) Following or copying trades from third-party sources without performing personal analysis or understanding the rationale behind the trade. This strategy undermines the purpose of the program, which is to evaluate the trader's skills and decision-making abilities.
- q) Using any form of automated trading software, expert advisor (EA), or API integration that is not developed by you.
- r) Opening trades or having trading strategy with the intention of causing the account to fail or to manipulate the evaluation or challenge model.
- s) Use the Trading Platform, or allow it to be used, engaged in, support or facilitate directly or indirectly any illegal, unethical, unconscionable or fraudulent activities. This includes

activities associated with contravening anti money laundering and counter terrorism financing laws of any country.

- t) Any activity that we determine, in our sole discretion, constitutes abusive trading or provides an unfair advantage.
- u) Engaging in trading behavior that demonstrates disproportionate risk exposure relative to account equity, including repeated trading patterns that materially increase risk per trade idea or otherwise deviate from reasonable and prudent risk management practices expected of a professional trader.
- v) Engaging in trading behavior that is possible in demo environment but is not reproducible or sustainable in real markets

5.3. Consequences: If we determine, at our sole discretion, that you have engaged in Prohibited Conduct or breached the Program Rules, we may immediately terminate your Account and/or Evaluation without any refund of the Fee.

5.4 You agree not to engage in any conduct that is detrimental to the reputation and business interests of Moneta Funded Ltd, its affiliates, officers, employees, or other users. This includes, but is not limited to, making, publishing, or disseminating any defamatory, libelous, slanderous, or otherwise false, misleading, or harmful statements, reviews, or content (collectively, "**Defamatory Conduct**") through any medium, including but not limited to social media platforms, review websites (e.g., Trustpilot), forums, video platforms, or any other public or private channel.

Defamatory Conduct expressly includes, but is not limited to:

- a) Making false accusations of fraudulent, illegal, or unethical behaviour by the Company.
- b) Knowingly misrepresenting your experience with the Services or the terms of any agreement with the Company.
- c) Orchestrating or encouraging campaigns aimed at damaging the Company's commercial reputation.
- d) Creating fake or misleading reviews or posts.

Any user found to have engaged in Defamatory Conduct, as determined by the Company in its sole discretion, shall be subject to immediate and permanent termination of their Account and all Services, without any refund of Fees paid. Furthermore, the Company reserves the right to pursue all available legal remedies against you, including but not limited to claims for damages (including reputational and commercial damages), injunctive relief, and the costs associated with enforcing its rights, including legal fees. This right to pursue legal action exists irrespective of whether your Account is terminated.

This clause shall survive the termination of your Account or these Terms.

6. INTELLECTUAL PROPERTY

6.1. All content on the Website and provided through the Services (including text, graphics, logos, software, and the underlying technology) is the property of Moneta Funded Ltd or its licensors and is protected by intellectual property laws.

6.2. We grant you a limited, non-exclusive, non-transferable license to access and use the Services for your personal, non-commercial use in accordance with these Terms.

6.3. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software.

7. LIMITATION OF LIABILITY AND DISCLAIMER

7.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2. To the fullest extent permitted by law, Moneta Funded Ltd, its directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or other intangible losses, resulting from:

- i. your access to or use of or inability to access or use the Services;
- ii. any conduct or content of any third party on the Services;
- iii. any unauthorized access to or use of our servers and/or any personal information stored therein.

7.3. Our total liability to you for any claim arising out of or relating to these Terms or the Services shall not exceed the total amount of Fees you have paid to us in the six (6) months preceding the event giving rise to the liability.

8. INDEMNIFICATION

You agree to indemnify and hold harmless Moneta Funded Ltd and its affiliates, officers, agents, and employees from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of the Services, your violation of these Terms, or your violation of any rights of another.

9. PRIVACY

Your privacy is important to us. Our Privacy Policy, which explains how we collect, use, and protect your personal information, is incorporated into these Terms by reference. By using the Services, you agree to the collection and use of your information as outlined in the Privacy Policy.

10. DISCLAIMER

10.1. The Programs are delivered using simulated-live accounts only. All simulated trades are fictitious in nature and at no point will you trade in real-world financial instruments, i.e. CFDs, securities, or commodities.

10.2. The Programs do not provide the same experience as trading a live trading environment using your personal funds, due to the perceived psychological differences of managing simulated funds, versus personal real-world funds.

10.3. You should consider the financial risk to you before purchasing any Program. You should only purchase a Program with funds you can afford to spend.

10.4. The price you pay to purchase a Program is not a deposit or investment. The fee is used towards the administration costs of servicing the complexities of the simulated-live environment, our staffing costs, and in the accrual of capital to service payments to users that earn rewards from their trades.

10.5. We do not provide investment or other financial advice or recommendations.

10.6. Your performance is not indicative of trading on real financial markets. Past performance and demo gains are neither a guarantee nor an indication of future performance.

10.7. You should not rely on, or take (or not take) a decision based on any information, results, suggestions found on or obtained through the Website or your use of any Program.

10.8. To the fullest extent permitted by law, we make no promises or warranties of any kind that:

- a) any Program will:
 - i. achieve any intended result or purpose.
 - ii. meet your requirements.
- b) the Website and any Program:
 - i. will always be secure and free from viruses (although we comply with industry standards and processes to prevent against the introduction of viruses, malware and malicious attacks that may harm the Website, any Program or the device that you use to access the Website or any Program).
 - ii. and any content on it will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our Website or any Program from time to time.
 - iii. will stay the same, as we may change, modify, amend, add to or remove some or all of the functionality of or content on any Program or the Website from time to time.
 - iv. and any content on it will be accurate, error free, complete or up to date.
 - v. will be compatible with all or any hardware and software you may use.
 - vi. any content on them does not infringe a third party's intellectual property rights.

10.9. We may link to other websites. When we do this, we will try and make it as clear as possible that you are leaving our Website. We are not responsible for these websites in any way, and do not endorse them. You should check the third party's terms and conditions and privacy policy when you visit their websites.

11. TERMINATION

11.1. You may terminate your Account at any time by contacting support.

11.2. We may suspend or terminate your Account and access to the Services immediately, without prior notice or liability, for any reason, including if you breach these Terms.

11.3. Upon termination, your right to use the Services will cease immediately. All provisions of these Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. These Terms shall be governed by and construed in accordance with the laws of Saint Lucia.

12.2. Any dispute, controversy, or claim arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Saint Lucia.

13. BUSINESS DISRUPTION

13.1. In the event of a significant disruption in service e.g. a trading platform becomes unavailable, and you are currently in the Evaluation phase, all simulated-live balances shall be frozen until such time as they can be transferred to a future available trading platform. The equity or balance of an account may be 'snapshotted' at the earliest convenience of Moneta Funded. Any active/open trades or closed trades on an account may be closed or cancelled at the earliest convenience at Moneta Funded's sole discretion. In this circumstance, Moneta Funded is not liable for any simulated-losses or simulated-gains made on accounts and Moneta Funded does not need to apply any credits or adjustments to balance or equity on an account that may have been made or lost from the mentioned active/open trades.

13.2. In the event of a significant disruption in service e.g. a trading platform becomes unavailable and you are participating in an Evaluation program:

- a) Moneta Funded will transition you to an alternative trading platform, including identical metrics e.g. drawdown levels.
- b) Offer alternative options at Moneta Funded's sole discretion.

14. MISCELLANEOUS

14.1. These Terms constitute the entire agreement between you and Moneta Funded Ltd regarding the Services and supersede all prior agreements.

14.2. We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

14.3. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

14.4. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

14.5. In compliance with global regulatory standards and our internal risk management policies, Moneta Funded does not onboard clients from jurisdictions subject to heightened monitoring by the Financial Action Task Force (FATF), countries under comprehensive sanctions from the Office of Foreign Assets Control (OFAC), or other high-risk territories. This includes, but is not limited to North Korea, Cuba, and Vietnam. We maintain a dynamic prohibited jurisdictions list and conduct ongoing screening to ensure strict adherence to all applicable international sanctions regimes. A non-exhaustive list of Banned Jurisdictions is indicated under Annex A.

15. CONTACT INFORMATION

Questions about these Terms should be sent to us at support@monetafunded.com.

Moneta Funded Ltd
Ground Floor, The Sotheby Building,
Rodney Village, Rodney Bay,
Gros-Islet, Saint Lucia

Annex A

List of Banned Jurisdictions

Afghanistan
Cuba
Myanmar (Burma)
Thailand
North Korea (DPRK)
UAE
Venezuela
Vietnam