

CLIENT SERVICE AGREEMENT



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Amendments and Changes

Date	Item/ section	Changes	Version
2025.11.05		Initial Publication	1.0

User Service Agreement

Party One: “Fundism LTD”, with License number L15962/ITGL, and a registered address of Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros (hereinafter referred to as the “Service Provider”), which provides forex trading challenge accounts in the Union of Comoros.

Party Two: A citizen who wishes to participate in international forex trading and open an evaluation account under the terms of this agreement (hereinafter referred to as the “User”), collectively referred to with the Service Provider as the “Parties”, and this “Agreement” is made to govern the mutual rights and obligations between the Parties.

1. General Provisions

- 1.1. The purpose of this Agreement is to define the terms and conditions under which the User participates in the global forex market by opening a trading evaluation account, and, if successful, is eligible to be offered a real trading account by the Service Provider.
- 1.2. This Agreement shall be governed and interpreted in accordance with the laws of the Union of the Comoros and other applicable legal regulations.
- 1.3. Any matters not governed by this Agreement shall be regulated by the “Terms of Service”, which together with this Agreement constitutes the entire understanding between the Parties regarding the subject matter herein.

2. Term of the Agreement

- 2.1. This Agreement shall enter into force upon the User’s registration and shall remain effective until it is terminated by either Party in accordance with the conditions outlined herein.
- 2.2. The Service Provider has the right to terminate this Agreement if the User fails to comply with the general or specific evaluation conditions.
- 2.3. The User may terminate this Agreement by submitting an official written request via email to the Service Provider.

3. Rights and Obligations of the User

- 3.1. The User shall have the following rights under this Agreement:
 - 3.1.1. Create an account on www.fundism.com by accepting the Agreement and the “Terms of Service.”
 - 3.1.2. Obtain information from the service provider regarding any issues encountered, submit feedback, complaints, or requests, and have them resolved;
 - 3.1.3. Require the service provider to fulfill the obligations stipulated in the Agreement;
 - 3.1.4. The user has the right to freely choose a company that provides trading challenge account services.
- 3.2. The User shall fulfill the following obligations under this Agreement:
 - 3.2.1. To provide complete and accurate personal and financial information as requested during the

- registration process and throughout the evaluation period;
- 3.2.2. To ensure that all funds used in trading are from lawful sources and not associated with money laundering, terrorism financing, or any other criminal activities;
 - 3.2.3. The user shall promptly and honestly notify the service provider and compensate for any damages in the event of unjust enrichment resulting from a system malfunction of the service provider or from a force majeure event specified in Clause 9.1 of this Agreement.
 - 3.2.4. To refrain from using any unauthorized or prohibited strategies or systems during the evaluation, and to be fully responsible for the consequences of such actions.
 - 3.2.5. The User shall be fully responsible for any losses incurred from their trading activity and shall pay personal income tax on any profits earned.
 - 3.2.6. The User must ensure the confidentiality and security of their login credentials, including username, password, and email address used to access www.fundism.com, and must not share, disclose, or use suspicious links, register on third-party websites, or take any actions that may compromise the security of their personal information.
 - 3.2.7. If the User suspects unauthorized access to their account or the misuse of their credentials by a third party, they must immediately notify our customer support team via email at support@fundism.com

4. Rights and Obligations of the Service Provider

- 4.1. The Service Provider shall have the following rights under this Agreement:
 - 4.1.1. To suspend services, freeze accounts, restrict access, and take other necessary actions if the User is found to be violating applicable laws, regulations, or the terms and conditions of the Agreement, including promotional terms and conditions.
 - 4.1.2. To terminate services, cancel registrations, and deny access if the User fails to meet the conditions outlined in this Agreement or related service conditions.
 - 4.1.3. To review the User's trading history and, in case of irregularities, suspend, limit, or delete the User's account or restrict platform access.
 - 4.1.4. To use the User's registration phone number and email address to communicate service-related updates, notifications, or requests for verification, if necessary.
 - 4.1.5. If any of the cases mentioned in Clause 6.1 apply, the Service Provider may suspend or terminate the User's access and notify the User accordingly.
- 4.2. The Service Provider shall have the following obligations under this Agreement:
 - 4.2.1. To ensure that www.fundism.com is accessible and functioning normally for users.
 - 4.2.2. To inform the User of any changes or updates to the terms and conditions via the official website or registered communication channels.

5. Termination of the Agreement

- 5.1. The Service Provider may unilaterally terminate this Agreement under the following circumstances:
 - 5.1.1. If the User violates the terms and conditions of this Agreement;
 - 5.1.2. If the User is found to be using the trading platform or services in a manner that conflicts with system integrity or operational guidelines;
 - 5.1.3. If it is determined that the requirements specified in Clause 4.2.1 of the "Terms of Use," which is attached to this Agreement, have not been met;
- 5.2. The user has the right to submit a request to the service provider and terminate the Agreement in the following cases:
 - 5.2.1. The service provider has failed to fulfill its contractual obligations;

5.2.2. The user chooses to terminate the Agreement at their own discretion.

6. Warranty

- 6.1. The User provides the following warranties by fully accepting this Agreement and the “Terms of Use”:
- 6.1.1. I confirm that I am over 18 years old and possess full legal capacity to enter into this Agreement and have read and understood the “Terms of Use.”
 - 6.1.2. I understand and acknowledge the specific nature and risks of leveraged forex trading and accept all warnings, notices, and risk-related disclosures provided in connection with the services.
 - 6.1.3. I, the user, have never been involved in any international or domestic economic crimes, nor have I violated any laws related to the prevention of money laundering and the financing of terrorism, or been subject to any economic sanctions or restrictions.
 - 6.1.4. I understand and agree that any profits earned from my trading activities may be subject to personal income tax, and I am responsible for complying with tax laws and regulations in that regard.
 - 6.1.5. I accept that in the event of platform failure, service interruptions, or errors due to technical or other issues, the Service Provider shall not be liable for damages, and that I must bear responsibility in such cases in accordance with the agreement and applicable laws.
 - 6.1.6. I am responsible for keeping my account login credentials and personal data confidential and secure throughout the duration of my use of the services.

7. Official Notices

- 7.1. The Service Provider shall deliver official notices regarding this Agreement and the “Terms of Use” through the following channels:
- 7.1.1. Website: www.fundism.com
 - 7.1.2. User’s registered email address
- 7.2. The Service Provider may issue official notices regarding the following matters:
- 7.2.1. Amendments or updates to this Agreement or the Terms of Use;
 - 7.2.2. Announcements regarding service fees, offers, and promotional conditions;
 - 7.2.3. Notifications regarding technical difficulties, maintenance, or service interruptions.
- 7.3. Any notice issued through the channels listed in Clause 7.1 shall be considered valid and effective within 1 business day. The Service Provider shall not be held responsible for any failure by the User to read or respond to such notices.
- 7.4. The Service Provider shall maintain the security of user data when issuing notices via the channels specified in Clause 7.1 and ensure the protection of personal information communicated through official means.

8. Liability

- 8.1. If either party breaches the Agreement, they shall bear full responsibility for the resulting damages.
- 8.2. The Service Provider shall not be liable for the following risks or damages:
- 8.2.1. Market risk, including changes in global or local economic conditions, regulatory restrictions, or other force majeure events as stated in Clause 9;

- 8.2.2. Damage caused by cyberattacks or system breaches that disrupt the Service Provider's platform or systems;
- 8.2.3. Events of large-scale force majeure, including economic instability, market closures, or regulatory changes that affect the financial markets;
- 8.2.4. Losses resulting from the User's failure to secure their credentials, or unauthorized third-party access to their account;
- 8.2.5. Damage arising from misunderstanding or misinterpretation of the Agreement or the Evaluation Conditions by the User;
- 8.2.6. Losses caused by incorrect market predictions, use of trading bots (BOTs), or improper use of the services provided by the Service Provider.

9. Force Majeure

- 9.1. In the event of a force majeure situation—including but not limited to floods, earthquakes, extreme weather conditions, natural disasters, fires, wars, uprisings, civil unrest, epidemics, accidents of any kind, government actions, decisions, restrictions, telecommunication or power outages, equipment or software failures, or cyberattacks—where the Service Provider is unable to maintain uninterrupted operation of www.fundism.com, the Service Provider shall not be held liable for any damages resulting from service interruptions, suspensions, or maintenance until normal operations resume.

10. Miscellaneous

- 10.1 All disputes or disagreements arising between the parties in connection with this Agreement shall first be resolved through mutual negotiation. If resolution cannot be reached, the matter shall be settled in accordance with the laws of the Union of Comoros.
- 10.2 Any matters not regulated by this Agreement or the Terms of Use shall be governed by the applicable laws and regulations in force in the Union of Comoros.
- 10.3 The service provider shall store its copy of the Agreement in electronic form, and it shall be confirmed once the user clicks the agree button.
- 10.4 Any annexes to this Agreement shall have the same legal force as the Agreement itself.
- 10.5 This Agreement is executed in two copies, with each party retaining one copy, and both shall be deemed equally valid and legally binding.

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