

TERM OF USE



Rule Your **Strategy.**

www.fundism.com

Amendments and Changes

Date	Article	Change	Version
2025.11.05		Initial Publication	1.0
2026.3.12		Updated	2.0

TERMS OF USE

I. GENERAL PROVISIONS

- 1.1. The purpose of these “**Terms of Use**” (hereinafter referred to as the “**Terms**”) is to regulate relations not covered by the “**User Service Agreement**” concluded between the Service Provider, **Fundism LTD**, and an individual (hereinafter referred to as the “**Client**”) who has reviewed and accepted these Terms and who wishes to participate in international foreign exchange (Forex) trading, manage high-value trading accounts, and become a professional trader.
- 1.2. The Service Provider aims to identify profitable professional traders who adhere to strict risk and money management rules, provide them with trading accounts, and support their joint development, growth, profit-split, and success. These Terms and the provisions of the “**User Service Agreement**” are aligned with this objective.
- 1.3. These Terms are governed by the Civil Code of the Union of the Comoros and other legislative acts issued in accordance with such law. In cases where international treaties of the Union of the Comoros provide otherwise, the provisions of such international treaties shall prevail.
- 1.4. This Annex to the “**User Service Agreement**” shall have the same legal force as the Agreement itself, and any amendments or changes made to the Agreement or this Annex shall be equally valid.
- 1.5. For any service terms and rules not specified in these Terms or the “**User Service Agreement**”, the Service Provider may issue additional provisions as necessary and shall notify the Client via email or through its official website.

II. DEFINITIONS

- 2.1. In these Terms, the following definitions shall apply:
 - 2.1.1 “**Forex Trading**” shall mean the market for trading the movements of currency pairs, precious metals, stocks, virtual assets, and other instruments on the international market;
 - 2.1.2 “**Platform**” shall mean MetaTrader 5, cTrader, or other platforms that enable participation in international market trading;
 - 2.1.3 “**Account Registration**” shall mean the registration created at www.fundism.com;
 - 2.1.4 “**Client**” shall mean an individual aged 18 or above, with full legal capacity, who participates in international market trading through the MetaTrader 5 platform, wishes to manage high-value trading accounts and become a professional trader, and is registered at www.fundism.com;
 - 2.1.5 “**Account Fee**” shall mean the fee paid for purchasing a Challenge Account;
 - 2.1.6 “**Challenge Account**” shall mean a trading account with access to a trading platform, with a balance between USD 5,000 and USD 300,000, without the possibility of additional deposits or withdrawals, subject to specific trading objectives;
 - 2.1.7 “**Leverage**” shall mean a tool that enables entering trades of greater nominal value than the balance of the trading account;
 - 2.1.8 “**Challenge**” shall mean the requirements set by the Service Provider for the Client as specified in Articles 6, 7, and 8 of these Terms;
 - 2.1.9 “**Professional Trader**” shall mean a trader who has successfully passed all stages of the Challenge, and is profitable and successfully engaged in trading;
 - 2.1.10 “**Live Account**” shall mean a real trading account provided to a Professional Trader who has successfully met the requirements specified in Articles 6 and 7 of these Terms;
 - 2.1.11 “**News Trading**” shall mean trading during high impact news events that have a significant effect on the market;
 - 2.1.12 “**Martingale Trading Strategy**” shall mean the action of doubling the trade size after a losing trade;

- 2.1.13 “**Gambling-Style Trading**” shall mean the act of opening a trade where the loss of that single trade reaches 1.5% of the accounts initial balance;
- 2.1.14 “**Margin Call Trading**” shall mean the act of using 100% or more of the trading account margin;
- 2.1.15 “**Consistency Rule**” means that, in order to meet the profit split requirements, the profit earned in a single trading day must not exceed 30–40% of the total profit, depending on the account type. In other words, the trader must maintain consistent trading performance and ensure that no single day’s profit surpasses the 30 - 40% threshold;
- 2.1.16 “**Maximum Open Trade Volume**” shall mean the maximum open trade volume as specified in the table under Annex 1.1 of these Terms;
- 2.1.17 “**Stop-Out**” shall mean the automatic closing of a trade when the margin level reaches 100%;
- 2.1.18 “**Service Fee**” shall mean the fee deducted from the Client as consideration for the services provided by the Service Provider;
- 2.1.19 “**Disproportionate Lot Sizing**” shall mean placing trades with disproportionately large lot sizes relative to the trader’s typical trading activity.
- 2.1.20 “**Abnormal Trade Frequency**” shall mean placing an excessively high or unusually low volume of trades over a short duration.
- 2.1.21 “**Excessive Market Exposure**” shall mean accumulating significant market exposure through repeated positions on the same instrument or on instruments that are highly correlated.

III. GENERAL CONDITIONS

- 3.1. By reviewing and accepting these Terms and the conditions set forth in the Agreement, the Client shall obtain the right to create a registration on the Service Provider’s website: www.fundism.com and subsequently use our services.
- 3.2. The Service Provider shall bear the risk of the Client’s Live Account through the application of technological solutions.
- 3.3. The Client shall create their registration in accordance with the procedure set out in Article 4 of these Terms, and **Fundism LTD** shall register Clients who meet the requirements set out in Article 4.1.
- 3.4. If the Client provides false information regarding the requirements set out in Article 4.1 of these Terms, the Client shall bear full responsibility, and any profit shall be rendered void.
- 3.5. The right to make amendments or changes to these Terms belongs solely to **Fundism LTD**, and such amendments or changes shall be communicated to the Client via its official website.
- 3.6. In case of amendments or changes to these Terms, the updated version shall be adopted every six (6) months.

IV. REGISTRATION PROCEDURE

4.1. REGISTRATION

- 4.1.1 The Client shall register on the website; www.fundism.com using only their own surname, given name, national identification number, gender, age, email address, phone number, and residential address.
- 4.1.2 The Service Provider shall not provide services to citizens of countries included in the international FATF black or grey list, nor to citizens of the Russian Federation.
- 4.1.3 A Client who meets the following requirements shall be registered:
 - 4.1.3.1 Has accepted these Terms of Use and the Agreement;
 - 4.1.3.2 Is at least 18 years of age and has full legal capacity;
 - 4.1.3.3 Has not created multiple registrations and has not opened an account in another person’s name;
 - 4.1.3.4 Has not provided false information and has submitted complete and

- accurate personal data;
- 4.1.3.5 Is not included on the Company's blacklist.

V. ACCOUNT FEE

- 5.1. The Client may purchase a Challenge Account with a balance between USD 5,000 and USD 300,000 for a fee ranging from USD 55 to USD 3,499, depending on their needs.
- 5.2. If the Client fails to meet the requirements of the Service Provider or does not pass either Phase 1 or Phase 2 of the Challenge, the Client shall always have the right to purchase another Challenge Account.
- 5.3. The total value of the Client's active purchased accounts shall not exceed USD 600,000. If this limit is exceeded, the provision of Article 5.2 of these Terms shall not apply.
- 5.4. The user shall pay a service fee for using the purchased account, which may be up to 0.015% of the traded lot size when trading cryptocurrency pairs.
- 5.5. Crypto payments are subject to blockchain network (gas) fees and any third-party processing fees, all of which are borne by the Customer.

Refund

- 5.6. If the Client has not opened any trades within 30 days from the date of purchasing the Challenge Account, the Client may request a refund of the Account Fee.
- 5.7. If the Client has opened a trade after purchasing the Challenge Account, the Account Fee shall not be refundable.
- 5.8. Upon the Client's third profit share, 100% of the Account Fee paid for the Challenge Account shall be refunded.
- 5.9. If the Client has purchased a Challenge Account under an installment payment plan and has not opened any trades, the Client may request a refund of the Account Fee. In all other cases, the Account Fee shall not be refundable.
- 5.10. If the Service Provider terminates the agreement pursuant to Clause 2.2 of the User Service Agreement, no refund of the payment shall be issued.

Inactivity

- 5.11. If your Live or Challenge account remains completely inactive (no trades are placed) for 30 consecutive days, the account will be closed.
- 5.12. Loss-Based Inactivity Closure: Accounts will also be subject to closure under the following conditions if no trades are opened for more than 30 consecutive days:
 Expert Account: If the account remains at a loss between -5% and -6%.
 Pro Account: If the account remains at a loss between -8% and -10%.
 Accounts closed under these loss-based inactivity conditions cannot be reopened.
- 5.13. Reopening Eligibility: If no trades are placed for 30 consecutive days but the account balance remains above the specified loss thresholds, the account may be reopened, provided the client contacts us within 10 days from the date of closure.

VI. Pro Trader

6.1. ***Phase One – Demonstration of Skills***

- 6.1.1 The Client shall be entitled to proceed to Phase Two of the Challenge upon fulfilling the following requirements with the purchased Challenge Account:

Account type	Pro Account (Phase 1)
Leverage	Up to 1:50
News Trading	Allowed
Over-the-weekend and Market Holiday Trading	Allowed

Profit target	At least 8% profit
Minimum Trading Days	3 days
Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 5% of Equity
Max Drawdown	Must not exceed 10% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%

6.2. **Phase Two – Verification of Skills**

6.2.1 The Client shall be entitled to proceed to Phase Three of the Challenge upon fulfilling the following requirements with the Challenge Account provided by the Service Provider:

Account type	Pro Account (Phase 2)
Leverage	Up to 1:50
News Trading	Allowed
Over-the-weekend and Market Holiday Trading	Allowed
Profit target	At least 5% profit
Minimum Trading Days	3 days
Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 5% of Equity
Max Drawdown	Must not exceed 10% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%

6.3. **Phase Three – PRO Trader**

6.3.1 A Client who has successfully passed Phase Two shall have their trading history and personal information verified by the Service Provider, and cooperation shall continue under the following conditions:

Account type	Pro Account (Live Account)
Leverage	Up to 1:50
News Trading	Prohibited
Over-the-weekend and Market Holiday Trading	Allowed
Profit target	Unlimited
Minimum Trading Days	4
Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 5% of Equity
Max Drawdown	Must not exceed 10% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%
Profit split Frequency	14 days
Requirements	1. At least 4 Trading days
	2. Profit of at least 3% of account size
Profit Split Ratio	Up to 90%

VII. Expert Trader

7.1 **Phase One – Verification of Skills**

7.1.1 The Client shall become an “Expert Trader” upon fulfilling the following requirements with

the one-phase Challenge Account provided by the Service Provider:

Account type	Expert Account
Leverage	Up to 1:50
News Trading	Allowed
Over-the-weekend and Market Holiday Trading	Allowed
Profit target	At least 10% profit
Minimum Trading Days	3 days
Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 3% of Equity
Max Drawdown	Must not exceed 6% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%

7.2 **Phase Two – Expert Trader**

7.2.1 A Client who has successfully passed Phase One shall have their trading history and personal information verified by the Service Provider, and cooperation shall continue under the following conditions:

Account Type	Expert account (Live Account)
Account Size	Up to \$300,000
Leverage	Up to 1:50
News Trading	Prohibited
Over-the-weekend and Market Holiday Trading	Allowed
Profit target	Unlimited
Minimum Trading Days	3
Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 3% of Equity
Max Drawdown	Must not exceed 6% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%
Profit split Frequency	14 days
Requirements	1. At least 4 trading days
	2. Profit of at least 3% of account size
Profit Split Ratio	Up to 90%

VIII. Master Live Trader

8.1 An Instant Live Account (Master Live) is a proprietary trading account provided by a prop firm that allows a trader to access instant funded trading account without passing a challenge or evaluation phase. Once the account is purchased and activated, the trader can start trading live markets under the firm's risk management rules.

Account Type	Master Live (Live Account)
Account Size	Up to \$100,000
Leverage	Up to 1:30
News Trading	Prohibited
Over-the-weekend and Market Holiday Trading	Prohibited
Profit target	Unlimited
Minimum Trading Days	3

Maximum Open Trade Volume	As specified in Annex 1.1
Daily Loss Limit	Must not exceed 3% of Equity
Max Drawdown	Must not exceed 6% of purchased account size
Trading cost	USD 7 per 1 lot
Stop-out	100%
Swap	Yes
Profit split Frequency	14 days
Requirements	1. At least five profitable trading days, with a minimum profit of 0.5% per day.
	2. Profit of at least 3% of account size
Profit Split Ratio	Up to 80%

IX. PROFIT SPLIT

9.1. The Client must meet the following requirements to profit split :

- 9.1.1 Profit Split after 14 Days - The trader must have at least four trading days, achieve a minimum profit of 3% of the account size, and maintain a consistency percentage of 40% or lower.
- 9.1.2 Instant Live - Master live profit split:
Profit Split after 14 Days - The trader must have at least five profitable trading days, with a minimum profit of 0.5% per day and achieve a minimum profit of 3% of the account size, and maintain a consistency percentage of 30% or lower.

9.2. If the Client has completed at least five (5) profit splits, the Client may request an increase of the Live Account Size under the following conditions:

- 9.2.1 Increase of Account Size by 50% – The Client has completed at least 5 profit splits and the total shared profit has reached 30% of the Account Size;
- 9.2.2 Increase of Account Size by 100% – The Client has completed at least 8 profit splits and the total shared profit has reached 50% of the Account Size;
- 9.2.3 Increase of Account Size by 200% – The Client has completed at least 10 profit splits and the total shared profit has reached 100% of the Account Size;
- 9.2.4 Allocation of an Account with USD 1,000,000 – Regardless of the Account Size, the Client has completed at least 20 profit splits and the total shared profit has reached USD 300,000.

X. LOSS LIMITS

10.1 Daily Loss Limit

- 10.1.1 The reset time for the Daily Loss Limit shall be Starting from 00:00 (GMT+3)
- 10.1.2 The Daily Loss Limit shall be calculated as: $\$ = \text{Equity} - (\text{Equity} \times 3-5\%)$.
- 10.1.3 If the Client reaches a daily loss of 3–5% of the Challenge Account equity, they will no longer be allowed to continue trading. If this limit is exceeded, the Client's trading rights shall be suspended and notification shall be sent by email.
- 10.1.4 The Client's Daily Loss Limit shall reset every day at the time specified in Article 9.1.1 of this "Terms of Use".

10.2 Max Drawdown

- 10.2.1 The Max Drawdown shall be calculated as: Initial Balance – Realized & Unrealized P/L.
- 10.2.2 The Client may lose up to 6–10% of the Challenge Account size. If this limit is

exceeded, all open trades shall be automatically closed and the Client shall be notified by email.

XI. VIOLATIONS

- 11.1 If Fundism determines, at its sole discretion, that a trader has engaged in prohibited trading practices or has violated applicable risk management rules, Fundism reserves the right to take immediate action, including but not limited to:
- 11.1.1 Declaring the Challenge or Verification stage as failed.
 - 11.1.2 The trading history will be invalidated.
 - 11.1.3 Removing or adjusting specific trades and excluding related profits from the evaluation.
 - 11.1.4 Immediately terminating all services provided to the trader.
 - 11.1.5 Closing Fundism Accounts and invalidating any associated rewards or profit shares.
 - 11.1.6 Reducing available leverage.
 - 11.1.7 Imposing maximum risk limits per trade.
 - 11.1.8 Applying position size limitations on specific instruments.
 - 11.1.9 Restricting access to the trading platform.
 - 11.1.10 Implementing any additional measures deemed necessary to ensure compliance with Fundism policies.
- 11.2 If the Client commits any of the following violations, the measures specified in clause 10.1 shall be applied.
- 11.2.1 Breach of these Terms of Use, the User Service Agreement, or the Privacy Policy;
 - 11.2.2 Any act or omission by the Client that contradicts the purpose set out in Article 1.2 of these Terms;
 - 11.2.3 Breach of the rules on News Trading;
 - 11.2.4 Breach of the rule on Scaling into a Losing Position;
 - 11.2.5 Breach of the rules on Gambling-Style Trading;
 - 11.2.6 Breach of the rules on Margin Call Trading;
 - 11.2.7 Breach of the Maximum Open Trade Volume;
 - 11.2.8 Breach of the Stop-Out level;
 - 11.2.9 Breach of the rule on Disproportionate Lot Sizing;
 - 11.2.10 Breach of the rule Abnormal Trade Frequency;
 - 11.2.11 Breach of the rule Excessive Market Exposure;
 - 11.2.12 Failure to meet the requirements set out in Article 4.1 of these Terms;
 - 11.2.13 Failure to meet the requirements set out in Article 5.3 of these Terms;
 - 11.2.14 Trading with multiple accounts simultaneously or opening opposite positions across accounts;
 - 11.2.15 Use of Bots, Artificial Intelligence (AI) trading, High-Frequency Trading, Gap Trading, Server Spamming, Hedging, or any other method that does not rely on the Client's own skills;
 - 11.2.16 Exploiting weaknesses of the MetaTrader 5 platform, trading based on price delays, or opening opposite positions across two accounts;
 - 11.2.17 Engaging in Tick Scalping, Arbitrage, trading based on third-party signals, Copy Trading, account management by third parties, or other similar activities;
 - 11.2.18 Breach of the rules governing Challenge Accounts and Live Accounts set out in Articles 6.1–7.3 of these Terms
 - 11.2.19 Conducting trades that do not correspond to realistic market conditions.
Examples of unacceptable strategies include, but are not limited to: Overleveraging, Excessive market exposure, One-sided speculative strategies, Account rolling
- 11.3 Important Notice
- 11.3.1 Fundism is not obligated to provide prior notice before applying any restrictions or

corrective measures.

- 11.3.2 No compensation, refunds, or reimbursements of fees shall be provided in connection with such actions.
- 11.3.3 Fundism reserves the right to permanently prohibit the trader from using Fundism services in the future.
- 11.3.4 Fundism also reserves the right to update, modify, or expand the list of prohibited trading practices at any time
- 11.3.5 Fundism reserves the right to review the trading account retrospectively and take appropriate action if necessary.

Annex 1.

1. Maximum Open Trade Volume

Account Size	Maximum Open Trade Volume
\$5,000	Unlimited
\$10,000	Unlimited
\$25,000	10 lots
\$50,000	20 lots
\$100,000	30 lots
\$200,000	40 lots
\$300,000	50 lots

NOTICE

1. By registering on our website, the Client shall be deemed to have fully accepted the User Service Agreement and these Terms of Use. If you do not agree with the Agreement or the Terms of Use, you have the right to deactivate your registration, terminate the Agreement, and completely discontinue our services.

2. For any questions or clarifications regarding the Agreement or the Terms of Use, please contact our User Support at support@fundism.com

3. Our company, "Fundism LTD", will never contact you through unofficial channels to request account registration details, login credentials, passwords, or other personal information. Please ensure the security of your information and take precautions against fraudulent or phishing activities..

4. Our company, "Fundism LTD", reserves the right to invalidate trading results and close accounts if it detects "Promo Hunting" or any fraudulent activities or omissions. Please note that such actions will trigger direct notification to us.

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