# ARC FUNDING – GENERAL TERMS AND CONDITIONS (GTC)

These ARC Funding General Terms and Conditions (the "GTC") govern rights and obligations in connection with the use of services provided by ARC Strategic Ltd., trading as ARC Funding (the "Services"), offered mainly through the <a href="https://www.myarcfunding.com">www.myarcfunding.com</a> website (the "Website"). Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

#### 1. INTRODUCTORY PROVISIONS

- 1.1. These GTC govern your ("you", "your", or the "Customer") rights and obligations in connection with the use of the Services provided by ARC Strategic Ltd. ("we", "our", or the "Provider"), a company incorporated under the laws of Saint Lucia.
- 1.2. By registering on the Website or, where registration is not required, not later than by your first use of the Services, you are entering into a contract with the Provider. The GTC form an integral part of such a contract and, by executing the contract with the Provider, you express your agreement to these GTC.
- 1.3. The Services are only intended for persons over the age of 18. By registering on the Website, you confirm that you are over 18 years of age. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some jurisdictions, and you undertake to only access and use the Services in accordance with applicable laws.
- 1.4. The Provider shall not provide Services to Customers that: (i) are residents in Restricted Jurisdictions; (ii) are established or incorporated, or have a registered office in Restricted Jurisdictions; (iii) are subject to international sanctions; or (iv) have a criminal record related to financial crime or terrorism. Restricted Jurisdictions are determined by the Provider and published on the Website.
- 1.5. The Services consist of the provision of tools for simulated trading on financial markets, analytical tools, training and educational materials, access to the Client Section, and other ancillary services provided directly by the Provider or third parties. You acknowledge that trading you perform through the Services is not real, and the funds provided are fictitious.
- 1.6. NONE OF THE SERVICES PROVIDED CAN BE CONSIDERED INVESTMENT SERVICES. THE PROVIDER DOES NOT PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. ANY INFORMATION PROVIDED IS STRICTLY EDUCATIONAL.
- 1.7. Your personal data is processed in accordance with the Privacy Policy.
- 1.8. Definitions, expressions, and abbreviations used in these GTC can be found in Clause 19.

# 2. SERVICES AND THEIR ORDER

- 2.1. You can order the Services through the Website by completing the registration or order form. After registration, we will e-mail you the login details for the Client Section and/or Trading Platform.
- 2.2. The Services include two evaluation phases: the **Novice Phase** (Phase 1) and the **Expert Phase** (Phase 2). Completion of both phases is required to qualify for consideration for a funded account with ARC One Ventures LLC.
- 2.3. All data you provide must be complete, true, and up to date. You must notify us of changes or update them in your Client Section.
- 2.4. If you provide business registration details, you will be considered an entrepreneur (trader) for the purposes of these GTC.
- 2.5. The fee for the ARC Funding Novice Phase varies according to the option selected and depends on the amount of initial capital, acceptable risk, and parameters that must be fulfilled. Details are on our Website.
- 2.6. Fees are paid for allowing access to the Novice Phase. You are not entitled to a refund if you cancel, fail to complete the Novice or Expert Phase, fail to meet conditions, or violate these GTC.
- 2.7. If you dispute a valid fee payment (e.g., through chargeback), we may terminate your access to Services and refuse future Services.
- 2.8. Your chosen Novice Phase option applies to the subsequent Expert Phase. Once selected, it cannot be changed.
- 2.9. The Provider may change fees and parameters at any time. Changes do not affect Services already purchased.
- 2.10. Orders are binding upon submission of the order form and confirmed by e-mail. The contract is concluded upon payment.

#### 3. PAYMENT TERMS

- 3.1. Fees are in USD and may be paid in other currencies listed on the Website.
- 3.2. Fees include all applicable taxes. You are responsible for your own tax obligations.

- 3.3. Payment methods include payment cards, bank transfers, or other methods offered on the Website.
- 3.4. Fees must be paid on time. If not, the Provider may cancel your order.

# 4. CLIENT SECTION AND TRADING PLATFORM

- 4.1. Each Customer may only have one Client Section.
- 4.2. Access credentials must not be shared. You are responsible for all activity under your account.
- 4.3. Services may be unavailable due to maintenance or technical issues. The Provider is not liable for such interruptions.
- 4.4. You may request cancellation of your Client Section by e-mailing support@myarcfunding.com. Cancellation terminates the contract and access to Services without refund.

#### 5. RULES OF DEMO TRADING

- 5.1. You may perform demo trades unless they fall under forbidden trading practices.
- 5.2. Forbidden Trading Practices include:
  - Exploiting errors or latency.
  - Coordinated trading across accounts.
  - Use of automated trading systems not approved.
  - Gap trading around major events.
  - Abusive or harmful practices.
- 5.3. Violations may result in termination of Services and cancellation of your account without refund.

#### 6. ARC FUNDING NOVICE AND EXPERT PHASES

- 6.1. After payment, you will receive login details for the demo platform.
- 6.2. The **Novice Phase** (Phase 1) is the first step of evaluation. To pass, you must meet all of the following conditions:
  - Minimum of 4 trading days with at least one trade opened.
  - Maximum daily loss: 5% of initial capital.
  - Maximum overall loss: 10% of initial capital.
  - Profit target: at least 8% of initial capital.
- 6.3. If you successfully complete the Novice Phase without violating these GTC, you will advance to the **Expert Phase** (Phase 2).
- 6.4. The **Expert Phase** (Phase 2) is the second step of evaluation. To pass, you must meet all of the following conditions:
  - Minimum of 4 trading days with at least one trade opened.
  - Maximum daily loss: 5% of initial capital.
  - Maximum overall loss: 10% of initial capital.
  - Profit target: at least 5% of initial capital.
- 6.5. Customers who successfully complete both the Novice and Expert Phases will be recommended to **ARC One Ventures LLC**, a Saint Lucia company, which may, at its discretion, offer a funded trading account.
- 6.6. Any funded account relationship is strictly between you and ARC One Ventures LLC. ARC Strategic Ltd. (ARC Funding) is not a party to such agreements.

## 7. ARC FUNDED TRADER

- 7.1. Success in Novice and Expert Phases does not guarantee acceptance into the funded trader program. The decision lies solely with ARC One Ventures LLC.
- 7.2. ARC Funding bears no responsibility for agreements between you and ARC One Ventures LLC.

# 8. USE OF WEBSITE, SERVICES, AND CONTENT

- 8.1. All Website content is legally protected. You are granted limited use rights solely for educational use.
- 8.2. Trademarks and logos remain property of the Provider or licensors.
- 8.3. Both parties agree to act in good faith.
- 8.4. Prohibited actions include reverse engineering, copying, bypassing restrictions, or misusing services.

#### 9. DISCLAIMER

- 9.1. Services are provided "as is."
- 9.2. The Provider is not responsible for indirect or consequential damages.
- 9.3. The Provider reserves the right to modify Services without compensation.

### 10. VIOLATION OF GTC

10.1. If you violate these GTC, we may restrict or terminate your access without compensation.

### 11. COMMUNICATION

- 11.1. Communication will take place via your Client Section or your registered e-mail.
- 11.2. Contact e-mail: support@myarcfunding.com.

## 12. RIGHT TO WITHDRAW

- 12.1. Consumers have the right to withdraw within 14 days, unless demo trades are started before withdrawal.
- 12.2. Withdrawal requests must be sent to support@myarcfunding.com.

12.3. The Provider may also withdraw in cases of breach.

### 13. DEFECTIVE PERFORMANCE

- 13.1. If Services do not match the agreement, you may claim remedies.
- 13.2. Complaints will be resolved within 30 days.

#### 14. CHANGES TO GTC

- 14.1. The Provider may amend these GTC. You will be notified 7 days in advance.
- 14.2. If you reject changes, the contract will be terminated.

## 15. DISPUTE RESOLUTION

15.1. Complaints should be directed to support@myarcfunding.com.

### 16. GOVERNING LAW AND JURISDICTION

- 16.1. These GTC are governed by the laws of Saint Lucia.
- 16.2. Any disputes fall under the exclusive jurisdiction of Saint Lucia courts.

### 17. DURATION AND TERMINATION

- 17.1. The contract lasts until the Novice or Expert Phase is passed, failed, or terminated.
- 17.2. Either party may terminate with 7 days' notice.

### **18. FINAL PROVISIONS**

18.1. These GTC are the complete agreement between you and ARC Funding.

- 18.2. Invalid provisions do not affect the validity of remaining clauses.
- 18.3. ARC Funding may assign claims or transfer rights without your consent.

**Effective Date: 1 September 2025**