

## **1. Introductory Provisions**

1.1 These General Terms and Conditions govern your rights and obligations related to the use of services provided by Global Whales Group, a company registered under the laws of the United Arab Emirates, with its registered office at SRTIP, University City – Sharjah, United Arab Emirates (hereinafter referred to as “Whales Capital Funding” and/or the “Company”), whether accessed via whalescapitalfunding.com or by any other means.

1.2 By registering on the website or using the services, you enter into a contract with the Company for the provision of the selected services. These General Terms and Conditions are an integral part of this agreement, and by accepting them, you consent to their terms.

1.3 None of the services provided by the Company constitute investment services under applicable laws. The Company does not offer or accept any guidance, instruction, or advice on how to conduct transactions when using the services. None of the services constitute investment advice or recommendations. Employees, staff, or representatives of the Company are not authorized to provide investment advice or recommendations. If any information or statement from an employee, staff member, or representative of the Company is interpreted as financial or investment advice, the Company explicitly declares that it is not financial or investment advice and shall not be held responsible.

1.4 Your personal data is processed in accordance with the Privacy Notice.

## **2. Definitions**

The definitions and rules of interpretation in this clause apply to these General Terms and Conditions:

2.1 “Client” refers to the user of the services;

2.2 “Dashboard” refers to the platform accessible after registration, including account details and trading performance;

2.3 “Economic Calendar” refers to the schedule of upcoming events, data releases, and announcements that may affect financial markets;

2.4 “Whales Capital Funding Evaluation Phase” and/or “Challenge” refers to the evaluation process by the Company, where the Client must achieve specific profit targets and adhere to predefined risk management rules in a simulated trading environment. Successful completion of the Whales Capital Funding Evaluation Phase is required to access the Whales Capital Funding Funded Phase, subject to completion of the KYC process;

2.5 “Whales Capital Funding Funded Phase” refers to the stage where a Client, after successfully completing the Whales Capital Funding Evaluation Phase and KYC, gains access to a funded account, as described in section 11 below;

2.6 “Funded Trader Service Agreement” refers to the agreement signed between a Client who has successfully completed a Challenge and completed the KYC process, to join the Whales Capital Funding Funded Phase;

2.7 “Know Your Customer (KYC)” refers to the process of verifying the Client’s identity after successful completion of the Whales Capital Funding Evaluation Phase and before entering the Whales Capital Funding Funded Phase;

2.8 “Service(s)” refers to the service(s) provided by the Company, as described in clause 1 above;

2.9 “Trading Platform” refers to an electronic interface provided by a third party, allowing the Client to conduct simulated trading operations;

2.10 “Website” refers to whalescapitalfunding.com.

### **3. General Conditions**

3.1 When registering on the website, you must provide your full legal name and residential address, as indicated on your official identification document and proof of residence. The Company will verify your identity after successful completion of the Challenge. In case of inconsistency between the account name and the identification document, the Company reserves the right to refuse a funded account or cancel any payment.

3.2 The services are available only to individuals over eighteen (18) years of age residing in jurisdictions where access to the services is permitted. By registering on the website, you confirm that you are at least 18 years old. If you are under 18, you are not authorized to use the services.

3.3 The Client must ensure that all information provided to the Company via the registration form, Dashboard, or any other means is complete, accurate, and up-to-date. In case of any change in information, including country of residence, the Client must immediately inform the Company and update their data in the Dashboard. It is strictly prohibited for the Client to falsify their country of residence or use tools such as VPNs, proxies, or any other means to conceal their actual location to obtain pricing advantages or circumvent geographical restrictions. Such action will constitute a material breach of these General Terms and Conditions. The Company reserves the right to conduct verifications, request supporting documents at any time, including monitoring access locations, and may suspend or terminate the services at its discretion.

3.4 You agree to access the services only from countries where their use is permitted and to comply with all applicable laws. You understand that certain countries may restrict access to or use of the services.

3.5 The Company may refuse, restrict, or terminate the services if:

- (i) you are subject to international sanctions,
- (ii) you have a criminal record related to financial crimes, or
- (iii) you reside in a prohibited jurisdiction.

It is your responsibility to comply with the laws of your jurisdiction. You can consult the list of prohibited jurisdictions.

3.6 You acknowledge that if you provide an identification number, tax identification number, or similar information during registration or in the Dashboard, or if you register as a legal entity, you will be considered an entrepreneur (trader) under these General Terms and Conditions. Therefore, the consumer protection provisions provided by these General Terms and Conditions or applicable legislation will not apply to you.

#### **4. Services**

4.1 The services offered by the Company include tools for simulated trading on financial markets, analytical tools, training and educational materials, access to the Dashboard, as well as other complementary services. These services, which also include the purchase of new Challenges and access to the Whales Capital Funding Funded Phase, may vary in scope, including the analytical tools provided ("Services"). The services are accessible via the Dashboard or applications offered by the Company or third-party entities.

4.2 Simulated trading during the Whales Capital Funding Evaluation Phase uses real financial market data. You acknowledge that all trading conducted through the services is simulated and not real. The funds provided for simulated trading are purely fictitious, and you have no right to retain or use them outside the services. You acknowledge that these fictitious funds cannot be used for real trading and that you will not receive any payment for these funds. During the Whales Capital Funding Evaluation Phase, you will not receive any remuneration or benefit based on the results of your simulated trading and will not be responsible for losses incurred during simulated trading.

4.3 You can access the services via the website by completing the appropriate registration form. After registration, you will receive an email with login credentials for the Dashboard.

4.4 You can order the Challenge of your choice via the Dashboard. The Company will immediately confirm receipt of your order by email. The order is finalized and/or access is granted upon acceptance of these General Terms and Conditions and payment of the fees. If you meet the conditions of the respective Challenge, available on the website, you will then be eligible to proceed to the next phase, which may be phase 2, if applicable, or directly to the Whales Capital Funding Funded Phase, depending on the type of account you have selected.

4.5 The type of account you select when ordering will also determine the next phase. This selection cannot be changed once made. The account type options offered by the Company can be found at the following address: <https://whalescapitalfunding.com/nos-challenges/>.

4.6 Each Challenge and each account type are subject to their own specific rules. Restrictions applicable to one Challenge or account type will not apply to a new order of a different Challenge.

4.7 You are responsible for obtaining, at your own expense, the necessary hardware, software (including third-party software for the Trading Platform), internet access, and an up-to-date web browser. The Company does not guarantee compatibility with specific hardware or software.

4.8 You acknowledge that Trading Platform providers are independent entities with their own terms and conditions and privacy policies, which you must read, understand, and comply with before submitting the registration form.

4.9 If the Client places an excessive number of orders within an unreasonable timeframe, the Company may issue a warning via the Dashboard, email, or phone, as a precaution against potentially harmful activity. If this behavior persists, the Company may suspend the processing of orders. In case of serious violations according to clauses 8.3 and 8.4, appropriate measures will be taken. The Company has sole discretion to define and set the limits of behavior deemed unreasonable.

4.10 The Client is authorized to create and maintain an unlimited number of Challenges with the Company. However, the total allocation across all Whales Capital Funding Funded Phase accounts held by the same Client must not exceed four hundred thousand US dollars (\$400,000). The Company reserves the right to monitor and enforce this limit. In case of exceeding the specified cap, the Company may, at its sole discretion, suspend, terminate, or adjust accounts or allocations to comply with this policy. It is the Clients' responsibility to ensure that their accounts remain within the authorized allocation limit.

## **5. Fees**

5.1 Access to the Whales Capital Funding Evaluation Phase is subject to the payment of fees, which the Client must pay to participate in the Challenge ("Fees").

5.2 The Challenge Fees vary depending on the selected account type, available at the link in clause 4.5, and depend on the amount of initial capital, acceptable risk level, and parameters to be met to successfully complete the Challenge.

5.3 The Company reserves the right to modify the Fees, conditions, and rules of the Challenges at any time, including those for their successful completion. The Company retains full discretion to set these terms. Individual discounts and other benefits are not cumulative unless expressly stated otherwise by the Company.

5.4 The Company offers a fourteen (14) day refund policy for initial account purchases. To be eligible for a refund, you must not have used or taken any action on the account. Refund requests must be submitted within fourteen (14) days of purchase by contacting the support team at [support@whalescapitalfunding.com](mailto:support@whalescapitalfunding.com). Any refund request made after the fourteen (14) day period will not be accepted.

5.5 The Client is not entitled to a refund of the Fees in the following non-exhaustive cases:

5.5.1 If the Client does not request a refund within the period specified in clause 5.4;

5.5.2 If the Client prematurely or otherwise terminates the use of the services;

5.5.3 If the Client requests the deletion of the Dashboard at any time by sending an email to [support@whalescapitalfunding.com](mailto:support@whalescapitalfunding.com). This deletion request will be considered a termination of the services and these General Terms and Conditions. Data processing in this case will be carried out in accordance with clause 1.4 and the Company's Privacy Notice;

5.5.4 If the Client benefits from a 100% discount on the Fees, whether or not they successfully complete the Challenge;

5.5.5 If the Client violates these General Terms