Terms and Conditions

Last updated: July 20, 2026 · Effective: July 20, 2026

1. Agreement and Acceptance

By accessing or using the TBM Funded website (tbmfunded.com), creating an account, or purchasing an evaluation challenge, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms in full, do not use our services.

These Terms constitute a legally binding agreement between you and TBM Funded, a trading name of **TBM Capital L.L.C-FZ**, a limited liability company incorporated in the Meydan Free Zone, Dubai, United Arab Emirates (Formation/Registration No. 2650044, Licence No. 2650044.01), with its registered address at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.

2. Definitions

- **"TBM Funded", "we", "us", "our"** — refers to the company described in Section 1.
- **"Trader", "you", "your"** — refers to the individual accessing or using our services.
- **"Challenge" or "Evaluation Challenge"** — refers to a paid skills evaluation conducted on a simulated trading account, subject to the time limit, if any, published on our pricing page at the time of purchase.
- **"Order"** — refers to a purchase of a Challenge or other Service. Each Order constitutes a fully separate agreement under these Terms.
- **"Funded Account"** — refers to a simulated trading account made available to a trader who passes all evaluation phases. All capital is simulated — no real money is placed in external markets on a trader's behalf.
- **"Profit Split"** — refers to the percentage of simulated profits that TBM Funded pays to a qualified trader from TBM Funded's own operational funds.
- **"Platform"** — refers to the website, portal, dashboards, and all associated services operated by TBM Funded.

3. Eligibility

You must meet all of the following criteria to use our services:

- You are at least 18 years of age, or the age of majority in your jurisdiction, whichever is higher.
- You are not a resident of, or located in, any jurisdiction where participation in our services is prohibited by applicable law.
- You have the legal capacity to enter into binding contracts in your jurisdiction.
- You are not acting on behalf of, or in association with, any person or entity subject to UAE, UN, US, or EU financial sanctions.
- You have read and understood the Risk Disclosure (tbmfunded.com/risk) before purchasing a challenge.

TBM Funded reserves the right to verify eligibility at any time and to terminate accounts that do not meet these criteria. It is your responsibility to determine whether your participation is lawful in your jurisdiction. This is not legal advice.

Restricted Jurisdictions

TBM Funded does not offer its services to residents of North Korea, Iran, Syria, Cuba, Crimea/Sevastopol, Afghanistan, Sudan, Yemen, Libya, Somalia, Belarus, Venezuela, Myanmar, or Russia, United States residents · Mainland UAE residents.

Account holders found to be a resident of, or located in, a restricted jurisdiction may have their account terminated in accordance with Section 4.5.

4. The Evaluation Challenge

4.1 Nature of the Service

An evaluation challenge is a paid service that gives you access to a simulated trading account on which you must meet defined performance targets. Purchasing a challenge does not guarantee funding, a profit outcome, or continued access to a funded account. The challenge fee is a non-transferable service fee for access to the evaluation program — it is not an investment, a financial deposit, or payment for a regulated financial product.

4.2 Challenge Rules

The specific profit targets, drawdown limits, minimum trading days, leverage, and other parameters for each Challenge product are published at tbmfunded.com/pricing and in your portal, and may be updated by TBM from time to time. The version of the rules in effect at the time of your Order governs that Order unless TBM expressly states that a rule change applies retroactively. Breach of any published rule may result in immediate Challenge termination without refund.

4.3 Challenge Activation Window

You must activate a purchased Challenge — by opening your first trade — within 30 calendar days of purchase. If you do not activate within this window, access to that Challenge is suspended. You may request renewal by emailing support@tbmfunded.com; renewal is granted at TBM Funded’s discretion.

4.4 Prohibited Trading Practices

The following are strictly prohibited and will result in immediate termination of your challenge and/or funded account, with no refund or compensation:

- Martingale strategies (systematically adding to losing positions at fixed multipliers).
- Grid trading (placing multiple orders at preset price intervals without directional bias).
- Latency arbitrage, tick scalping, or strategies that exploit delayed or erroneous platform pricing.
- Copy trading or signal services that replicate identical positions simultaneously across multiple TBM Funded accounts.

- Use of third-party, commercial, high-frequency, or arbitrage Expert Advisors (EAs) or trading bots. Personally-owned EAs are permitted where you can provide proof of ownership (a purchase receipt, source code, or a platform licence in your own name) on request.
- Gambling-style risk-taking — including placing more than 80% of account margin on a single open trade, using a single trade as an all-in martingale recovery attempt, or holding an all-in position with no stop-loss.
- Use of a VPN or VPS in connection with your trading account without TBM Funded's prior written approval.
- Exploiting simulated pricing, slippage, or server/platform errors on a demo or evaluation environment — including any technique designed to profit from non-live execution conditions rather than genuine market movement.
- Account sharing or third-party access — your account is personal and may only be traded by you. Any detected sharing or third-party access results in immediate termination and entitles TBM Funded to audit the account's full trading history.
- Coordinated or hedged strategies across multiple accounts, including taking opposing positions on related accounts.
- Any strategy TBM Funded determines, based on the evidence available to it, to be designed to pass the evaluation without demonstrating genuine trading skill.

This is not an exhaustive list. The full conduct rules — including risk/position limits, our Expert Advisor policy, and how violations are determined and audited — are set out in our Acceptable Use & Trading Rules Policy (tbmfunded.com/trading-rules), which forms part of these Terms.

4.5 Firm Discretion

TBM Funded determines whether any activity on your account — including but not limited to the practices listed in Section 4.4 — violates these Terms, based on the evidence available to it. TBM Funded reserves the right to audit any account's full trading history at any time in connection with a suspected violation, whether or not a specific practice above is confirmed.

4.6 Remedies for Trading Violations

Where TBM Funded determines a breach of Section 4.4 has occurred, it may, at its discretion: treat the relevant profit target as unmet; cancel, reclassify, or exclude the affected trades from profit/loss calculations; suspend or terminate the affected account(s); or apply any other remedy set out in these Terms. These remedies are not mutually exclusive and may be applied in combination.

5. Funded Accounts

Upon passing all phases of an evaluation challenge, TBM Funded will issue a simulated funded account at the account size corresponding to your challenge tier. Available sizes: Soldier ($5,000), Capo ($10,000), Mad Men ($25,000), Boss ($50,000), Don ($100,000). Sizes and availability are subject to change.

All capital in funded accounts is simulated. TBM Funded does not place real money in financial markets on your behalf. A funded account is a continuation of the evaluation; all challenge rules remain in effect. TBM Funded may terminate a funded account at any time for rule breaches, inactivity, or detection of prohibited trading.

Funded Account Inactivity

A Funded Account with no recorded trades for more than the inactivity period published on our pricing page or Trading Rules policy may be reviewed and closed at TBM Funded’s discretion, without compensation. On the 2-Phase Challenge product, a minimum trading-day requirement within a rolling window — as published on our pricing page or Trading Rules policy — is additionally required to maintain the account in good standing.

Identity Verification (KYC)

Identity verification is not required to reach funded status or to trade a funded account. It becomes required the first time you request a payout — not before, and not at the point a funded account is issued.

Before any payout is released, you will need to provide:

- Government-issued photo ID.
- Proof of address (a recent utility bill or bank statement).
- Proof of country / residence.
- Proof of ownership of the payout destination — confirmation that the wallet receiving the payout belongs to you, not a third party.
- A self-video liveness verification, confirming the identity document belongs to the person requesting the payout.

Verification is conducted through a third-party identity-verification provider, in addition to TBM Funded’s own independent review. Verification is completed once; subsequent payouts to the same verified payout destination do not repeat the process, unless our review flags a reason to re-verify. No payout is released until verification is complete and cleared — incomplete, inconsistent, or failed verification will result in a delayed or declined payout.

6. Profit Split and Payouts

TBM Funded pays qualified funded traders the profit split for each Challenge product, as published at tbmfunded.com/pricing at the time your Funded Account was issued, on their simulated profits, paid from TBM Funded’s own operational funds. The remaining share is retained by TBM Funded.

Payouts are processed at the payout frequency published at tbmfunded.com/pricing at the time your Funded Account was issued, via TBM Funded’s designated payout method(s) available at the time of your request, subject to completed identity verification and no open investigation under Section 4.4. TBM Funded may add, remove, or change available payout methods at its discretion, including by jurisdiction, without amendment to these Terms. Minimum withdrawal $50 USD, settled in USDT. Your first two payouts are each capped at 6% of your funded account balance; the cap lifts from your third payout onward. Payouts are not sourced from external trading profits.

A consistency rule applies at payout: no single trading day may account for more than **35% of your total profit**. This is not a breach and does not terminate your account — the full payout is held until additional profitable trading days bring your single-day ratio down to 35% or below, at which point the full held payout is released.

If a payout is flagged for review — for example, where prohibited trading is suspected or under investigation — that payout is **held, not denied**, until the review concludes. TBM Funded will not withhold a payout indefinitely or without cause: a held payout is either released once the review clears it, or forfeited only where a violation under Section 4.4 is confirmed.

Risk-Assessment Interviews

TBM Funded reserves the right to conduct risk-assessment interviews with you, including requesting information about your trading strategy and behavior, prior to releasing a payout. TBM Funded may withhold a payout pending satisfactory completion of such a review.

7. Fees and Payments

All challenge fees are denominated in USD and payable via the payment method(s) TBM Funded makes available at checkout. TBM Funded works with third-party payment processors to facilitate transactions and may add, remove, or change these processors at its discretion, without amendment to these Terms. Fees are published at tbmfunded.com/pricing. The fee shown at checkout is the fee you pay — prices are subject to change. Challenge fees are service fees, not investments or financial deposits.

Refer to our Cancellation and Refund Policy (tbmfunded.com/refund) for conditions under which fees may or may not be refunded. Duplicate charges, verified billing errors, and unauthorized card use must be reported to support@tbmfunded.com within 30 calendar days of the charge to be eligible for the stated exceptions to the no-refund policy.

Multi-Order / Capital Transfer

Your Initial Simulated Capital, performance, or account status may not be transferred, combined, or aggregated between separate Challenge purchases (Orders). Each Order constitutes a fully separate agreement under these Terms.

Promo/Discount Stacking

Discount codes, promotions, and other offers may not be combined or stacked on a single Order unless TBM Funded expressly states otherwise for a specific promotion.

8. Account Suspension and Termination

TBM Funded may suspend or terminate your account, challenge, or funded account at any time if:

- You breach any provision of these Terms.
- You engage in any prohibited trading practice (Section 4.4).
- You provide false information during registration or verification.
- You are found to be ineligible under Section 3.
- We determine your activity is fraudulent, abusive, or intended to exploit our evaluation system.

You may close your account at any time by emailing support@tbmfunded.com. Voluntary closure does not entitle you to a refund of any fees paid.

9. Intellectual Property

All platform content — including text, graphics, logos, the TBM Intelligence dashboards, and any proprietary tools — is owned by or licensed to TBM Funded and is protected under applicable intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from any part of the platform without our prior written consent.

Limited License

TBM Funded grants you a limited, non-exclusive, non-transferable, revocable licence to use the platform for your personal use in accordance with these Terms. No other rights are granted.

10. Disclaimers and Limitation of Liability

No financial advice. Nothing on the TBM Funded platform constitutes financial, investment, or trading advice. TBM Funded is not a licensed financial advisor, broker, or investment manager. The TBM Intelligence dashboards provide informational macro data only.

No guarantee. Purchasing a challenge does not guarantee that you will pass, receive a funded account, or earn a profit. Past performance does not indicate future results.

Platform availability. The platform is provided on an "as is" basis. TBM Funded makes no warranties regarding availability, accuracy, or fitness for purpose. We are not liable for outages, delays, or pricing data errors.

Liability cap. To the maximum extent permitted by applicable law, TBM Funded’s aggregate liability to you shall not exceed the amount you paid for your most recent challenge fee. TBM Funded is not liable for any indirect, incidental, special, or consequential damages.

Third-party tools & links. TBM Funded may provide access to third-party tools, platforms, or linked websites that TBM Funded does not control. Such access is provided "as is," without warranty, and TBM Funded has no liability for your use of them.

11. Indemnification

You agree to indemnify and hold harmless TBM Funded and its officers, employees, and affiliates from any claim, loss, liability, or expense (including reasonable legal fees) arising from your use of the platform, violation of these Terms, or infringement of any third-party rights.

12. Amendments

TBM Funded may amend these Terms from time to time. Material changes will be notified to active Customers via the registered email address or in-platform notice at least 7 calendar days before the effective date. Continued use of the platform after the effective date constitutes acceptance.

13. Complaints Procedure

Complaints may be submitted to support@tbmfunded.com. TBM Funded will acknowledge receipt and aim to resolve or respond substantively within 7 calendar days.

14. Confidentiality of Communications

Communications between TBM Funded and you are confidential and may not be disclosed or published by either party without the other's prior written consent, except as required by law.

15. Governing Law and Disputes

These Terms, and any dispute arising from or in connection with them, are governed by and construed in accordance with the law of your own legal jurisdiction of residence.

Before initiating any legal action, you agree to first contact TBM Funded at support@tbmfunded.com and make a good-faith effort to resolve the dispute informally within 14 days.

16. Severability

If any provision of these Terms is found unlawful, void, or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

17. Entire Agreement

These Terms, together with any policies referenced herein, constitute the entire agreement between you and TBM Funded regarding the Services, superseding all prior agreements, communications, and proposals, whether oral or written.

18. Force Majeure

TBM Funded is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disaster, war, pandemic, government action, or failure of third-party infrastructure or payment/trading platforms.

19. No Waiver

TBM Funded's failure to enforce any provision of these Terms is not a waiver of that provision or of TBM Funded's right to enforce it later.

20. Assignment

TBM Funded may assign or transfer this Agreement, in whole or part, to a third party at its discretion. You may not assign or transfer this Agreement without TBM Funded's prior written consent.

21. Prohibited Uses

In addition to other restrictions in these Terms, you may not use the Services:

- For any unlawful purpose.
- To violate any applicable law or regulation.
- To infringe TBM Funded’s or any third party’s intellectual property rights.
- To harass, abuse, or discriminate against any person.
- To submit false or misleading information.
- To transmit malware or any code intended to disrupt the Services.
- To scrape, crawl, or use automated means to access the Services without authorization.

22. Contact

For legal enquiries, contact: support@tbmfunded.com

TBM Funded, a trading name of TBM Capital L.L.C-FZ · Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E. · Formation/Registration No. 2650044 · Licence No. 2650044.01