

Alpine Funded GmbH – General Terms and Conditions (GTC)

SECTION 1: Introduction and Scope

These General Terms and Conditions (referred to as “**GTC**”) by Alpine Funded GmbH (Switzerland) regulate the rights and responsibilities associated with utilizing the services provided by Alpine Funded GmbH, primarily accessible through the **www.alpinefunded.com** website (the “Website”). Please read these GTC carefully. If you disagree with or do not understand any part of these Terms, do not use the Services. Your continued access to and use of the Services constitutes your ongoing acceptance of the most recent version of these GTC.

SECTION 2: Initial Clauses

2.1 Legal Relationship

These GTC outline your (“you,” “your,” or the **Customer**) rights and obligations when using services offered by **Alpine Funded GmbH**, based at **Sinserstrasse 67, 6330 Cham, Switzerland**, CHE-159.158.124 (the **Provider**). By registering or using the services, you enter into a binding agreement governed by these GTC. By accessing, re-accessing, or continuing to use our Services or Products, you confirm that you have read, understood, and agreed to the most recent version of these GTC as published on our Website. The Provider may update these GTC at any time at its sole discretion, and it is the Customer’s responsibility to regularly review the GTC prior to accessing or using the Services.

2.2 Eligibility

Services are intended for individuals **18 years or older**, located in countries where use is lawful. By registering, you confirm you meet this requirement.

2.3 Restricted Jurisdictions

The Provider does not offer services to individuals/entities from countries designated as “Restricted Jurisdictions” (published on the Website), those subject to international sanctions, or individuals with convictions for financial crimes or terrorism. The Provider reserves the right to deny or terminate service to such users without compensation.

2.4 Service Nature

The Services include demo trading tools (FOREX/CFDs), analytical resources, and access to training or simulated trading environments. All trading is simulated and uses fictitious funds. No real trading or entitlement to monetary gains/losses occurs.

2.5 Non-Investment Services

None of the Services qualify as investment services. The Provider does not offer investment advice. Any interpretation to the contrary is disclaimed.

2.6 Data Privacy

Personal data is handled per the Privacy Policy.

3. SERVICES AND THEIR ORDER

3.1 The ordering process for our services is conducted via the Website by completing the appropriate registration or order form. Following registration, you'll receive an email containing login details for the Client Section and/or Trading Platform, granting you access.

3.2 Our services encompass various offerings, including the Free Trial, Alpine Funded Challenge, and Verification products, each potentially differing in the scope of services provided.

3.3 With the Free Trial, you have the opportunity to utilize some services within a limited scope and timeframe, free of charge. However, completion of the Free Trial does not grant access to additional services.

3.4 All information provided by the Customer through registration or order forms, the Client Section, identity verification procedures, or otherwise must be accurate, complete, truthful, and up to date. The Customer must register and maintain their account using their own personal details. The Customer's name and other identifying information must correspond with the identification document submitted during identity verification, and the residential address provided must be accurate and verifiable. The use of false, fictitious, misleading, or third-party personal information is prohibited. The Provider reserves the right to suspend or terminate any account associated with information that does not satisfy these requirements, subject to applicable law.

3.5 Providing certain information, such as identification or tax registration numbers, may classify you as an entrepreneur (trader) under these GTC, exempting you from consumer rights typically granted by these terms or applicable laws.

3.6 The fee for the Alpine Funded Challenge varies based on selected options and various parameters, such as initial capital and acceptable risk levels. Detailed information regarding options and fees is available on our Website. Upon selecting an option and completing the order form, the contract is executed, entitling you to access the Alpine Funded Challenge and, if conditions are met, the subsequent Verification. The contract is conducted in English and archived electronically. By completing the purchase and submitting the order form, the Customer expressly requests immediate access to and delivery of the Services. The Customer acknowledges that the Services are provided digitally and begin immediately after purchase. By doing so, the Customer expressly agrees that they lose any statutory right of withdrawal or refund once the Services have been made available or performance has begun, in accordance with applicable law. The Customer acknowledges that no refund, chargeback, or reimbursement shall be permitted in relation to such Services, except where required by mandatory law.

3.7 Before using our services, you must ensure you have the necessary technical equipment and software, including third-party software for the Trading Platform, at your own expense and risk. It's important to note that trading platform operators have their own terms and conditions, and you must familiarize yourself with them before submitting an order form.

3.8 Should we observe unusually frequent orders within a short timeframe, we may notify you as a protective measure. Failure to rectify such behavior may result in the suspension of further orders. Additionally, should this behavior relate to Forbidden Trading Practices, further actions may be taken in accordance with Section 5 of these GTC. We retain the discretion to determine the nature of such behavior and set reasonable boundaries accordingly.

4. PAYMENT TERMS

4.1 The fees for the Alpine Funded Challenge options are quoted in USD, but you have the option to pay in other currencies listed on our Website. If you choose to pay in a currency different from the one specified on the Website, the amount will be converted using the prevailing exchange rates at the time of payment.

4.2 All service charges include applicable taxes. If you're categorized as an entrepreneur (trader), it's your responsibility to fulfill all tax obligations related to our Services in accordance with the relevant laws, ensuring timely payment of taxes and any other fees required.

4.3 Payment for the chosen Alpine Funded Challenge option can be made using a payment card, bank transfer, or other payment methods currently provided on the Website.

4.4 Transactions via payment card or express payment methods are processed immediately. However, if you prefer to pay via bank transfer, we'll furnish you with an electronic proforma invoice specifying the fee amount, which must be settled within the specified timeframe.

4.5 Payment is considered complete upon the full amount being credited to our account. Failure to make timely payment grants us the authority to cancel your order.

4.6 Additionally, any fees imposed by the selected payment service provider (in line with their current pricing) are your responsibility, and you must ensure that the full fee for the chosen Alpine Funded Challenge is duly paid. Purchases made under promotional or discounted pricing, including but not limited to coupon codes or time-limited offers, are subject to the specific terms and conditions published in the Frequently Asked Questions (FAQ) section of the Website at the time of purchase. These FAQ entries are legally binding and form an integral part of this agreement. The Provider reserves sole discretion regarding eligibility for rewards, bonuses, or ancillary program benefits for such purchases. It is the Customer's responsibility to review the applicable FAQ before applying any promotion.

4.7 In the event that a Customer initiates a chargeback, payment dispute, or reversal of any transaction related to the Services, the Provider reserves the right to take the following actions, without limitation or further notice:

1. Immediately suspend or terminate all current and future access to the Services, including the Client Section, Trading Platform, or any associated accounts;
2. Permanently revoke eligibility for any payouts, rewards, or benefits arising from past, current, or future purchased accounts; and
3. Report and share relevant information regarding the chargeback with payment processors, financial institutions, and relevant third parties for fraud prevention purposes.

Any Customer who initiates or attempts a chargeback forfeits all entitlements, including eligibility for payouts from past and future accounts, without refund or compensation.

5. CLIENT SECTION AND TRADING PLATFORM

5.1 Only one Client Section is allowed per Customer, and all of the Customer's Services must be managed within this section.

5.2 The number of Alpine Funded Challenges and Verifications within a single Client Section might be restricted based on factors like the total sum of initial capital amounts of ordered products or other criteria.

5.3 Unless explicitly permitted by the Provider, the initial capital amounts cannot be transferred between individual products or combined. Furthermore, you're prohibited from transferring or amalgamating your performance, Service parameters, data, or any other information between different products.

5.4 Access to the Client Section and Trading Platform is safeguarded by login credentials, which you must not disclose or share with any third party. If you've registered as a legal entity, you may authorize your employees and representatives to use the Services through your Client Section. However, you remain accountable for all activities conducted through your Client Section or Trading Platform.

5.5 The Provider holds no liability, and you're not entitled to any compensation, for any misuse of these platforms or Services, including any adverse consequences resulting from such misuse, if it arises due to your actions.

5.6 You acknowledge that the Services may not be available at all times, especially during maintenance, upgrades, or other events. The Provider bears no responsibility, and you're not entitled to compensation, for any unavailability of the Client Section or Trading Platform, nor for any data loss or damage to content uploaded, transferred, or saved through these platforms.

5.7 You have the option to request cancellation of your Client Section at any time by emailing support@alpinefunded.com. This request constitutes termination of the contract by you, resulting in the cessation of your right to use the Services, including the Client Section and Trading Platform. Upon receipt of your cancellation request, the Provider will promptly confirm via email, terminating the contractual relationship. In such instances, you're not entitled to any refund of fees already paid or any incurred costs.

6. RULES OF DEMO TRADING

6.1 While engaging in demo trading on the Trading Platform, you are permitted to execute any transactions that do not involve forbidden trading strategies or practices as defined in clause 7 (Forbidden Trading Practices).

6.2 You agree to adhere to standard market rules and practices for trading on financial markets, such as risk management rules. Trading conditions specific to the chosen Trading Platform may also impose restrictions.

6.3 You acknowledge that the Provider can access information about your demo trades on the Trading Platform. You consent to the Provider sharing this information with entities within the Provider's group or those affiliated with the Provider. You also authorize the Provider and these entities to use this information at their discretion.

6.4 You agree that these actions can be performed automatically without needing further consent, consultation, or approval from you, and you are not entitled to any compensation or revenue from the Provider's use of the data.

6.5 The Provider acknowledges that your demo trading does not constitute providing investment advice or recommendations to them.

6.6 You understand that you can suspend your demo trading on the Trading Platform at any time.

6.7 The Provider is not responsible for the information displayed on the Trading Platform or for any interruptions, delays, or inaccuracies in the market information shown through your Client Section.

7. FORBIDDEN TRADING PRACTICES

7.1 During demo trading, it is strictly prohibited to engage in the following practices:

- **(a)** Knowingly or unknowingly using strategies that exploit service errors (e.g., price display errors, delayed updates).
- **(b)** Performing trades using an external or slow data feed.
- **(c)** Executing bracketing strategies, such as opening pending orders around high-impact news events.
- **(d)** Trading within **5 minutes before or after** the release of high-impact financial news.
- **(e)** Manipulating trades in collaboration with others or across multiple accounts, including simultaneous opposite positions.
- **(f)** Engaging in trades that contradict either the Provider's or Trading Platform's terms and conditions.
- **(g)** Using software, artificial intelligence, ultra-high-speed algorithms, or mass data entry tools to manipulate systems or gain unfair advantage.
- **(h)** Applying strategies with unsustainably high risk/reward profiles that carry a high risk of ruin.
- **(i)** Trading in any way inconsistent with professional Forex/financial market standards or in a way that may cause financial or reputational harm to the Provider.

7.2 The Customer must also avoid exploiting the Services by failing to follow **basic risk management principles**, such as:

- Opening disproportionately large position sizes,
- Or opening significantly more or fewer positions than usual.

7.3 The Provider has sole discretion to determine whether a specific strategy, trade, or pattern qualifies as a Forbidden Trading Practice.

7.4 Consequences of violating Clause 7 include:

- (a) Failing the Challenge or Verification immediately,
- (b) Removal of violating trades from trading history,
- (c) Exclusion of such trades from profit/loss calculations,
- (d) Immediate termination of all Services and the contract without refund.

7.5 If these practices are applied across multiple accounts (Customer or third party), the Provider reserves the right to terminate all linked accounts and contracts.

7.6 If such violations involve **Alpine Funded Trader accounts** with a third-party provider, the third party may also cancel the relevant accounts and terminate related agreements.

7.7 Repeated offenses after prior warning may result in complete and permanent account access bans **without refund or compensation**.

7.8 The Provider assumes no responsibility for Customer use of information or trading tools outside the Alpine Funded ecosystem (e.g., for real trading elsewhere).

7.9 Trading in financial markets carries risks. Previous performance does not guarantee future results.

8. ALPINE FUNDED CHALLENGE AND VERIFICATION

8.1 Activation and Access

8.1.1 Upon payment of the fee for the selected Alpine Funded Challenge option, the Customer receives the necessary login credentials for the Trading Platform via email or the Client Section.

8.1.2 The Challenge is activated when the Customer places the first demo trade or accesses the Trading Platform. However, the Customer acknowledges that access to the Services is granted immediately upon purchase. By requesting immediate access, the Customer expressly waives any right of withdrawal in accordance with applicable law.

8.1.3 If the Challenge is not activated within **30 calendar days**, access will be suspended. Customers may request access renewal via the Client Section or support email within **6 months** of suspension. Failure to do so results in termination without any right to a refund.

8.2 Base Camp Instant Funding – Requirements

8.2.1 Base Camp is an **instant funded model**, meaning no preliminary challenge is required to receive a funded account.

8.2.2 To remain eligible and receive payouts, the Customer must:

- Achieve **at least 0.5% profit** on **three (3)** different, **non-consecutive calendar days**.
- Avoid **any single-day loss** greater than **3%** of balance or peak equity.
- Avoid **total losses** greater than **5%** of balance or peak equity across all trades.
- Be in **overall profit** of at least **5%** of the initial capital.
- Not leave trades open during evaluation (all trades must be closed).

8.2.3 If the above are met and GTC are not violated (especially Clause 7), the Customer may:

- Request payouts in accordance with the Base Camp rules.

8.2.4 Ineligible accounts are terminated without refund.

8.3 Peak Challenge – Two-Phase Evaluation

Phase 1 Requirements

8.3.1 To pass the Peak Challenge Phase 1, the Customer must:

- Execute at least one demo trade on **five (5) separate calendar days**.
- Avoid **daily drawdowns** exceeding **4%** of balance or peak equity.
- Avoid **total losses** greater than **8%**.
- Achieve a total **profit target of 8%** of initial capital.
- Close all trades before final evaluation.

Verification Phase Requirements

8.3.2 To pass Verification:

- Maintain the same drawdown limits as in Phase 1.
- Achieve at least **5% total profit**.
- Trade on **five (5) different days**.
- Close all trades for evaluation.
- Meet all conditions outlined in Clauses 5, 6, and 7.

8.3.3 If successful, the Customer will be recommended as a candidate for the Alpine Funded Trader Program.

8.4 General Conditions for Both Products

8.4.1 The Provider is not obligated to evaluate incomplete or non-compliant accounts.

8.4.2 The Customer must not exceed the total capital allocation of **USD 200,000**, individually or per strategy, across all Alpine Funded accounts including funded trader programs.

8.4.3 If the Customer fails to meet the requirements outlined in:

- Clause 8.2 (Base Camp), or
- Clauses 8.3.1 or 8.3.2 (Peak Challenge)

then the Challenge or Verification will be deemed unsuccessful and the account may be terminated without refund.

8.4.4 The Provider may recommend the Customer to a third-party funding provider if all conditions are met. However, such recommendation does **not guarantee acceptance** into the Alpine Funded Trader Program.

8.4.5 The Provider is not liable for any rejection, contract terms, or performance outcomes relating to third-party funded programs. Customers who purchased Services under promotional or discounted terms may also be subject to additional restrictions with respect to rewards, entitlements, or ancillary benefits.

9. ALPINE FUNDED TRADER PROGRAM

9.1 If the Customer successfully completes both the Challenge and the Verification phase (whether under the Peak Challenge or via Base Camp Instant Funding criteria), they may be eligible to receive a contract from a third-party company to join the **Alpine Funded Trader Program**.

9.2 The Customer acknowledges that the Provider (Alpine Funded GmbH) **is not the funding provider**. The final contract and any funding arrangement are offered solely by a third-party company, which exercises **complete discretion** in deciding whether or not to admit a Customer into the Alpine Funded Trader Program.

9.3 The terms, conditions, and obligations under the third-party contract are strictly between the Customer and the third-party company. Alpine Funded GmbH **is not a party** to that agreement and has **no liability or influence** over:

- The terms of the contract,
- The payout schedule,
- The decision to fund or terminate the Customer,
- Or any disputes arising from that relationship.

9.4 The Customer further acknowledges and accepts that **successfully passing the Challenge and Verification** does not **guarantee** entry into the funded program. The Provider may recommend the Customer for participation, but the final decision rests solely with the third-party funding partner.

9.5 By participating in the Alpine Funded Challenge and/or Base Camp Instant Funding, the Customer consents to the **sharing of personal data** (e.g., contact details, performance history, and verification results) with the third-party funding provider **for the sole purpose of program consideration**.

9.6 The Customer waives any claims against Alpine Funded GmbH related to:

- The refusal of the third-party company to issue a contract,
- Delays or disputes with the funding provider,
- Or any actions taken by the third party after referral.

10. USE OF THE WEBSITE, SERVICES AND CONTENT

10.1 The Website and all its Services, including the Client Section and its components, are protected by copyright laws and other applicable regulations. All content is the property of the Provider (Alpine Funded GmbH) or its licensors.

10.2 This includes—but is not limited to—all elements such as:

- Texts, graphics, icons, illustrations, and images,
- Design layouts,
- Audio and video samples,
- Website architecture and structure,
- Any other multimedia elements and materials comprising the Website or Services.

Collectively, these are referred to as the **“Content.”**

10.3 The Customer is granted a **limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable license** to access and use the Content **solely** for the purpose of using the Services for personal, non-commercial use and in accordance with their intended function.

10.4 This license does **not** constitute a sale or transfer of any intellectual property rights. The Content remains the sole property of the Provider or its respective licensors.

10.5 All trademarks, logos, service marks, trade names, and other proprietary designations that appear within the Services or on the Website are owned by the Provider or its partners. You are not granted any rights or licenses to use these designations.

10.6 The Customer agrees to conduct themselves fairly and professionally and not engage in any conduct that may harm the Provider’s or other users’ reputation, legal rights, or interests.

10.7 Prohibited Conduct

When accessing or using the Website or Services, the following actions are prohibited:

- (a) Using tools that disrupt the technical functionality of the Website or Services.
- (b) Exploiting errors, bugs, or vulnerabilities.
- (c) Circumventing regional or technical restrictions.
- (d) Making copies, backups, or derivatives of the Website or its Content.
- (e) Reverse-engineering, decompiling, or modifying any software or components.
- (f) Selling, licensing, or distributing the Services or Content outside what is permitted.
- (g) Using automated bots or scraping tools to extract data.
- (h) Employing any other means that could harm or compromise the Provider or third-party rights.

10.8 These limitations are in place to protect the integrity and lawful use of the Services and do not override your statutory rights as a consumer where applicable.

11. DISCLAIMER

11.1 The Customer acknowledges that the Services and all associated Content are provided strictly “as is”, with all **errors, defects, and limitations**, and that their use is entirely **at the Customer’s own risk**.

11.2 To the **maximum extent permitted by applicable law**, the Provider disclaims all statutory, contractual, express, and implied warranties, including (but not limited to):

- Warranties of merchantability,
- Fitness for a particular purpose,
- Accuracy, reliability, or uninterrupted availability,
- Non-infringement of third-party rights.
- The scope, availability, or conditions of any rewards, bonuses, or ancillary benefits may further be limited in cases where the Services were obtained at a promotional or discounted price.

11.3 The Provider makes **no guarantees** that the Services will:

- Be secure or error-free,
- Meet the Customer’s expectations,
- Operate without interruptions,
- Or provide any guaranteed performance results.

11.4 To the extent permitted by law, the Provider shall **not be liable** for any damages, including but not limited to:

- Indirect, incidental, or consequential damages,
- Lost profits,
- Lost or corrupted data,

- Loss of business or goodwill,
- Personal or property damages caused by use or reliance on the Services, Website, or Trading Platform.

11.5 The Provider is **not liable for damages** resulting from:

- The use of third-party products, software, or content in conjunction with the Services,
- External platform outages or trading terminal malfunctions,
- Force majeure events, including technical or operational circumstances beyond the Provider's control.

11.6 If a court or competent authority establishes liability on the part of the Provider, such liability shall be **limited to the amount of the fee paid** by the Customer for the affected Services.

11.7 The Provider reserves the right to **change, update, remove, replace, or disable** any function, element, or component of the Services or the Website at any time and **without compensation or prior notice**.

11.8 The Provider shall **not be responsible** for the inability to deliver Services due to:

- Natural disasters, wars, strikes, riots, pandemics, or public health emergencies,
- Regulatory prohibitions or legal decisions,
- Cyberattacks, power outages, or infrastructure failures,
- Or any other force majeure circumstances.

11.9 This Disclaimer shall not deprive the Customer of any **non-waivable consumer rights** granted by law.

12. VIOLATION OF THE GTC

12.1 If the Customer breaches any provision of these GTC in a manner that could harm the Provider, the Provider reserves the right to apply one or more of the following measures **without prior notice and without compensation**:

- **(a)** Prohibit the Customer from ordering any additional Services;
- **(b)** Fully or partially restrict the Customer's access to all or specific Services, including access to the Client Section and/or the Trading Platform;
- **(c)** Suspend or terminate any ongoing Services;
- **(d)** Cancel active trading accounts and/or prevent further participation in any funded or evaluation programs.

12.2 Grounds for action under Clause 12.1 include, but are not limited to:

- **Accessing the Services in violation of Clause 1.3 or 1.4**, such as being from a Restricted Jurisdiction or under applicable sanctions;
- **Providing inaccurate, incomplete, false, misleading, fictitious, third-party, or outdated personal or verification information**, contrary to Clause 3.4 or 3.5;
- **Engaging in behavior that is detrimental to the Provider's business reputation**, partners, or technology;
- **Violating the rules of demo trading or engaging in Forbidden Trading Practices** as defined in Clause 7;
- **Contravening intellectual property or usage restrictions**, as outlined in Clause 10;
- **Participating in unauthorized exploitation of system behavior, tools, or third-party integrations.**

12.3 The Provider reserves the right to determine, in its sole discretion, whether a violation has occurred and what remedial or enforcement measures are appropriate.

12.4 Any measures taken by the Provider due to violations of the GTC are **non-refundable**. The Customer shall not be entitled to any refund of paid fees, compensation, or restoration of access or Services.

13. COMMUNICATION

13.1 All official communication between the Customer and the Provider shall be conducted via **email** or through the **Client Section** of the Website.

13.2 The Customer agrees that any notices, agreements, disclosures, or other communications sent electronically by the Provider shall satisfy any legal requirement that such communications be in writing.

13.3 The Customer is responsible for maintaining an accurate and up-to-date email address in their Client Section. The Provider is not liable for any consequences resulting from the Customer's failure to receive communication due to outdated or incorrect contact details.

13.4 Any messages sent by the Provider to the last known email address or through the Client Section shall be considered duly delivered and effective, regardless of whether the Customer actually reads or receives them.

13.5 The Customer may contact the Provider by emailing **support@alpinefunded.com** for all contractual matters, complaints, technical issues, or inquiries related to the Services.

13.6 The Provider reserves the right to archive any correspondence and retain it as evidence of communication history.

14. RIGHT TO WITHDRAW FROM A CONTRACT

14.1 If you are a **consumer**, you have the right to **withdraw from the contract without giving a reason** within **48 hours** of its execution (see Clause 3.6 regarding the time of execution).

14.2 The Customer acknowledges that the Services are digital in nature and are delivered immediately after purchase. By completing the purchase, the Customer expressly requests immediate performance of the Services and acknowledges that this results in the loss of the right of withdrawal once access has been granted or performance has begun.

14.3 You also lose the right to withdraw if:

- A **discount was applied** at the time of purchase (e.g., promotional price or coupon), or
- The **price was reduced** on the Website at the time of your order, or
- You have **submitted KYC documentation** (e.g., for identity verification).

For the avoidance of doubt, where immediate access to the Services has been granted, no refunds shall be issued, except where required by mandatory law.

14.4 To exercise your right of withdrawal, you must notify us by sending an email to **support@alpinefunded.com** within the 48-hour window. We will confirm receipt of your withdrawal request in writing without undue delay.

14.5 If you validly withdraw from the contract, the Provider will refund all fees received from you, using the same method of payment originally used, and **no later than 14 days** after the date your withdrawal was acknowledged.

14.6 The Provider is entitled to withdraw from the contract in cases of material breach by the Customer as specified in Clause 12. The withdrawal will take effect from the date it is delivered to the Customer's email or via the Client Section.

15. CHANGES TO THE GTC

15.1 The Provider reserves the right to modify, update, or replace these General Terms and Conditions (GTC) at any time. Any changes shall take effect immediately upon publication on the Website or upon notification by the Provider and shall apply to all Customers, including new Customers, existing Customers placing new orders, and Customers with ongoing Services. It is the Customer's responsibility to regularly review the GTC to stay informed of any updates. By continuing to access or use the Services following the publication or notification of amended GTC, the Customer expressly agrees to be bound by the amended GTC, regardless of when the relevant Service or contractual relationship commenced, to the extent permitted by applicable law.

16. DEFECTIVE PERFORMANCE

16.1 Notification and Rights

If the Services fail to meet the agreed-upon standards or are not provided as agreed under the contract, the Customer has the right to recourse for **defective performance**.

The Customer may:

- Request **remedial action**,
- Request a **reasonable discount**, or
- If remediation is impossible, **terminate the contract**.

The Provider does **not offer any warranty** for the quality or uninterrupted availability of the Services.

16.2 How to Report a Defect

The Customer must **promptly notify** the Provider of any defect in the Services by:

- Emailing support@alpinefunded.com, or
- Contacting the Provider via any other communication channel listed in Clause 13.

16.3 Complaint Handling Timeline

The Provider aims to resolve any submitted complaints **within 30 calendar days** from the date of receipt. Upon resolution or expiry of the deadline, the Customer will receive a **written confirmation** regarding the status of the complaint.

If the complaint is not resolved within 30 days, the Customer is entitled to **terminate the contract**.

17. OUT-OF-COURT CONSUMER DISPUTE RESOLUTION

17.1 Direct Resolution Encouraged

The Provider prioritizes **customer satisfaction** and encourages Customers to communicate any **complaints, inquiries, or disputes** directly with the Provider before seeking third-party or legal remedies.

All complaints should be submitted via:

- Email: **support@alpinefunded.com**, or
- The contact address provided in **Clause 13**.

The Provider will make every reasonable effort to resolve issues in a timely, professional, and fair manner.

17.2 Online Dispute Resolution for EU Consumers

This subsection applies **exclusively to EU residents who are consumers**.

17.2.1 In accordance with **EU Regulation No. 524/2013**, EU consumers may use the **European Commission's online dispute resolution platform** to attempt to resolve disputes related to online purchases of services or products.

17.2.2 The platform is available at:

 <https://www.ec.europa.eu/consumers/odr>

17.2.3 Use of the platform is **voluntary** and does not affect your statutory rights.

18. CHOICE OF LAW AND JURISDICTION

18.1 Governing Law

All legal matters arising out of or in connection with these GTC, the associated agreements, or related non-contractual relationships shall be governed by the laws of **Switzerland**, without regard to its conflict-of-law rules.

18.2 Jurisdiction

Any disputes that arise between the Customer and the Provider in connection with these GTC or the Services provided shall fall under the **exclusive jurisdiction** of the competent courts located at the **registered office of the Provider** in Switzerland.

18.3 Consumer Protection Clause

Nothing in this Section shall prejudice the rights and protections granted to **consumers under mandatory laws** of:

- Their **relevant EU Member State**, or
- **Any other jurisdiction** that provides greater legal protection.

This means that if you are a consumer residing in the EU or another protected jurisdiction, and applicable law mandates a different court or procedure, your rights remain unaffected.

19. FINAL PROVISIONS

19.1 No Endorsement of Codes of Conduct

The Provider has not agreed to be bound by any **consumer code of conduct**, unless expressly stated otherwise in writing.

19.2 Entire Agreement

These GTC represent the **entire agreement** between the Customer and the Provider with respect to their subject matter. They supersede all prior understandings, communications, and agreements, whether oral or written. The Customer acknowledges that the Provider may update these GTC at its discretion and that the Customer's sole responsibility is to review the latest version prior to each access or use of the Services.

19.3 No Waiver

Failure by the Provider (or any authorized third party) to enforce any provision of these GTC shall not constitute a **waiver of any rights or claims** arising from these GTC or applicable law.

19.4 Assignment

The Provider may assign or transfer any rights and obligations arising from these GTC or related agreements **to a third party without prior consent** from the Customer.

By accepting these GTC, the Customer **expressly agrees** to such an assignment.

The Customer, however, **may not assign or transfer** their rights or obligations under these GTC or any resulting agreement **without prior written consent** from the Provider.

19.5 Severability

If any provision of these GTC is held to be invalid or unenforceable:

- It shall be replaced with a provision that best reflects its original intent and is legally valid.
- The validity of the remaining provisions shall remain **unaffected**.

19.6 Exclusion of Customary Practice

No **past or future industry practices**, unwritten standards, or behavior between the parties shall supplement or interpret these GTC unless **explicitly referenced herein**.

19.7 Annexes and Priority

Any **annexes** to these GTC form an **integral part** of the document.

In the event of a conflict between the annexes and the main body of the GTC, the **main body shall prevail**.

19.8 Risk Acceptance

By agreeing to these GTC, both parties confirm that they have:

- Carefully assessed the **risks** associated with them; and
- Fully **accepted** those risks as part of the contractual relationship.

20. DEFINITIONS, EXPRESSIONS, AND ABBREVIATIONS

For the purposes of these GTC and their related Schedules, the following definitions shall apply:

20.1 Defined Terms

- **“Client Section”**

The user interface accessible on the Website that allows the Customer to manage Services, view account status, access login credentials, and communicate with the Provider.

- **“Content”**

Refers to the Website and all Services, including the Client Section and Trading Platform, as well as their appearance, data, applications, and all multimedia components (text, graphics, icons, design, audio, video, etc.) described in Clause 10.2.

- **“Customer”**

The individual or legal entity using the Services, as described in Clause 1.1.

- **“Alpine Funded Challenge, Verification account, Base Camp Challenge, and Peak Challenge”**

Simulated trading account programs that serve as educational and evaluative tools for assessing Customer trading skills and eligibility for funding offers.

- **“Alpine Funded Trader account”**

A live or simulated account associated with the Alpine Funded Trader Program, issued by a third-party company upon successful completion of the relevant Challenge and/or Verification stages.

- **“Forbidden Trading Practices”**

Trading behaviors that violate standard market norms, exploit platform vulnerabilities, or contradict the fair use of Services, as outlined in Clause 7.

- **“GTC”**

These General Terms and Conditions of Alpine Funded GmbH.

- **“Provider”**

Alpine Funded GmbH, registered in Switzerland, as set out in Clause 1.1.

- **“Schedules”**

Any supplementary documents, policies, or annexes incorporated into the GTC by reference.

- **“Services”**

The demo trading, educational, analytical, and evaluation offerings provided by the Provider, as described in Clauses 1.1 and 1.5.

- **“FAQ”**

The Frequently Asked Questions section on the Website, which serves as a binding source of information for specific product rules, promotional conditions, and operational procedures not detailed in the main body of the GTC.

- **“Trading Platform”**

The third-party electronic software or system through which Customers perform simulated trades as part of the Services.

- **“Website”**

The domain **www.alpinefunded.com**, including all subpages, tools, and interfaces provided thereon.

20.2 Expressions and Abbreviations

- **“calendar day”**

The full period from **00:00 to 23:59** CET/CEST (Swiss local time).

- **“initial capital”**

A fictitious account balance selected by the Customer upon purchasing a Challenge product. This serves as the baseline for evaluating simulated trading performance.

- **“USD”**

United States Dollar – the primary billing currency for all Alpine Funded products and Services.