

REFUND POLICY

FermTrading, Inc.

Effective Date: August 21, 2026

PLEASE READ THIS REFUND POLICY CAREFULLY BEFORE MAKING A PURCHASE. ALL SALES ARE FINAL ONCE AN EVALUATION ACCOUNT HAS BEEN ACTIVATED. BY COMPLETING A PURCHASE, YOU ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS POLICY.

ARTICLE I - SCOPE

1.1 This Refund Policy applies to all purchases made on the Ferm platform (<https://ferm.trade>), including evaluation account fees and upgraded profit split purchases.

1.2 This Policy is incorporated by reference into the Company's Terms and Conditions (<https://ferm.trade/terms>) and should be read in conjunction therewith.

ARTICLE II - NATURE OF FEES

2.1 Fees paid to FermTrading, Inc. ("Company" or "Ferm") are one-time payments for access to the Company's simulated trading evaluation platform and related services.

2.2 Evaluation fees do not constitute a deposit, investment, trading capital, or subscription. They are non-recurring service access fees.

2.3 The Trader is never liable beyond the evaluation fee paid. No additional capital is at risk.

2.4 Free Evaluations. Free evaluation accounts carry no fee, are provided for practice only, and are never eligible for a funded account, payout, or refund of any kind. Complimentary Ferm Cup prize evaluations and Family prize evaluations also carry no fee and are not refundable. They are not free-tier practice accounts. Ferm Cup prize evaluations are complimentary payout-eligible Pro-track evaluations credited after a season closes. Family prize evaluations are complimentary payout-eligible evaluations on the claimed track and size, credited when a Family milestone is claimed.

ARTICLE III - REFUND ELIGIBILITY

3.1 General Rule; Activation. Subject to the express exceptions in Section 3.2 and any nonwaivable right under applicable law, an evaluation purchase becomes final when the Company issues and enables a tradeable evaluation account for the Trader ("Activation"), whether or not the Trader subsequently logs in, places a trade, passes, fails, breaches, abandons, or becomes inactive. Before Activation, the evaluation fee and any profit-split upgrade purchased with that evaluation are eligible for a full refund if the conditions in Section 3.3 are satisfied. The exceptions after Activation are limited to the scenarios expressly identified in Section 3.2 and

any refund required by applicable law, including the EU and UK consumer cancellation rights in Section 3.5.

3.2 Refund Schedule. The following table sets forth the Company's refund policy for all purchase scenarios:

Scenario	Refund Eligible?	Details
Account activated (evaluation live and tradeable)	No	Non-refundable regardless of outcome - pass, fail, breach, or abandonment
Evaluation failed or rule breach	No	Non-refundable; Trader must purchase a new evaluation to retry
Evaluation passed but KYC verification not completed or not approved	No	Non-refundable. Identity verification is required before the funded trader agreement can be signed; failing, declining, or abandoning KYC after passing an evaluation does not entitle the Trader to a refund of the evaluation fee
Account closed due to inactivity (30 days)	No	Non-refundable; no payout issued
Restricted jurisdiction or prohibited person	Depends	If the Trader materially misrepresented location, nationality, residency, or sanctions status, or used circumvention technology to evade screening, the purchase is non-refundable to the maximum extent permitted by law. If Firm accepted payment but did not Activate the evaluation because Firm could not lawfully or operationally provide the service, and the Trader did not misrepresent or evade screening, Firm will issue a full refund of the amount paid. Restricted Jurisdictions currently include: Afghanistan; Belarus; Cuba; the Democratic Republic of the Congo; Iran; Iraq; Libya; North Korea; Russia; South Sudan; Sudan; Syria; the Central African Republic; Lebanon; Mali; Myanmar; Nicaragua; Somalia; Venezuela; Yemen; Zimbabwe; China; Pakistan; Turkmenistan; Crimea/Sevastopol (Ukraine); Donetsk (Ukraine); Luhansk (Ukraine)
Pre-activation (payment processed but account NOT yet activated)	Yes	Full refund available if requested within thirty (30) calendar days of purchase and prior to account activation
Live Account promotion (funded account without an approved payout closed during promotion)	Yes	When a Trader is promoted to a Live Account, funded accounts that have no approved payout are closed and the evaluation fee paid for them is refunded, per Section 5.9 of the Terms and Conditions
Live review denial (funded accounts closed after risk-team review)	No	A live-review denial closes funded accounts without a refund by default, per Section 5.9(f) of the Terms and Conditions. The denial notice may, at the Company's discretion, refund the evaluation fee for a funded account closed with no approved payout
Payment failed or not processed	Yes	No charge incurred; no refund necessary

Scenario	Refund Eligible?	Details
Duplicate charge (verified)	Yes	Full refund of the duplicate amount upon verification
Unauthorized transaction (verified fraud)	Yes	Full refund upon verification; account terminated
EU or UK consumer statutory cancellation (no trade yet, within 14 days)	Yes	Cancels the purchase and refunds the evaluation fee. Closes the evaluation. This is not a trading payout and does not pay the simulated balance. The right ends on first trade, or if the evaluation passes, fails, breaches, or expires, if the required immediate-start request and acknowledgment were given at checkout.

3.3 Pre-Activation Refund Window. A refund is available only if ALL of the following conditions are met:

- (a) the Company has not issued or enabled a tradeable evaluation account for the purchase;
- (b) The refund request is submitted within thirty (30) calendar days of the original purchase date; and
- (c) The request is submitted in writing to hello@ferm.trade with the subject line "Refund Request - [Order ID]."

3.4 No Partial Refunds. The Company does not offer partial refunds, pro-rated refunds, or credits toward future purchases, except at its sole discretion. Nothing in this Policy excludes or limits a refund, cancellation, withdrawal, warranty, or other remedy that applicable law does not permit the parties to waive.

3.5 EU and UK Consumer Cancellation. If you are a consumer habitually resident in the European Union or United Kingdom, you generally have fourteen (14) days from contract conclusion to cancel the purchase without giving a reason. Use the "Withdraw from contract" function, the model form, or any unequivocal statement to hello@ferm.trade. That function refunds the evaluation fee and closes the evaluation. It does not pay simulated profit. If you requested immediate start at checkout and have not placed a trade, a valid cancellation within the period receives a full refund. If you place a trade, or the evaluation passes, fails, breaches, or expires, this statutory cancellation right ends if you gave the required prior express request and acknowledgment. Refunds following a valid cancellation are made without undue delay and no later than fourteen (14) days after Ferm is informed, ordinarily using the original payment method unless you expressly agree otherwise and incur no fees.

3.6 Identity Verification Unavailable. Ferm does not commit to a date when identity verification will become available in any jurisdiction. If you are an Illinois resident and FermTrading's unavailable identity-verification process prevents you from using the funded, live-account, or payout path that is material to your purchase, you may cancel the evaluation before your first trade and receive a full refund of the evaluation fee by contacting hello@ferm.trade. This does not affect any separate right or remedy required by applicable law.

ARTICLE IV - NON-REFUNDABLE ITEMS

4.1 Except for the Live Account promotion refund described in Section 3.2, a valid EU or UK statutory cancellation under Section 3.5, or a refund required by applicable law, the following are expressly non-refundable once Activation has occurred:

- (a) Evaluation account fees (all tracks: Beginner, Pro, Degen);
- (b) Upgraded profit split purchases (90% split upgrade); and
- (c) Accounts that have been breached, failed, or terminated for any reason.

4.2 Promotional discounts, coupon codes, or special offers do not alter the terms of this Refund Policy.

ARTICLE V - CHARGEBACKS AND DISPUTES

5.1 Contact Us First. If you believe you are entitled to a refund or have a billing concern, please contact us at hello@ferm.trade before initiating any payment dispute with a payment processor or financial institution. The Company is committed to resolving legitimate concerns promptly and fairly.

5.2 Abusive or Fraudulent Payment Disputes. A good-faith billing inquiry, refund request, statutory complaint, or payment dispute does not by itself constitute a breach. If, after reasonable review of documented evidence, the Company determines that a Trader knowingly made a materially false or fraudulent payment dispute after receiving the purchased service, the Company may suspend or terminate affected accounts, deny amounts not yet accrued under an applicable program agreement, and pursue remedies available under law. The Company will not forfeit an approved Payout or accrued Eligible Net Profits solely because the Trader submitted a good-faith payment dispute. Nothing in this Section limits a Trader's nonwaivable right to contact a payment provider, financial institution, regulator, or law-enforcement authority.

5.3 Cooperation. The Company may provide relevant transaction records, account-activity records, and fraud evidence to payment providers, financial institutions, regulators, law-enforcement authorities, or service providers when reasonably necessary and lawful, in accordance with the Privacy Policy. The Company will not disclose more Personal Data than reasonably necessary for that purpose.

ARTICLE VI - REFUND PROCESSING

6.1 Method. Purchases on the Platform are made via cryptocurrency (through BTCPay Server or NOWPayments) or via card checkout processed by TailoredPay (NMI), including Apple Pay and Google Pay. Approved crypto refunds shall be issued in cryptocurrency in the equivalent USD value at the time of the original transaction, returned to the originating wallet address or, where the originating wallet cannot safely receive funds, to an alternative wallet or method agreed with the Trader at the Company's discretion. Approved card refunds, including Apple Pay and Google Pay, are returned to the original card through TailoredPay.

6.2 Timeline. Approved refunds shall be processed within ten (10) business days of approval. Crypto refunds then depend on blockchain network confirmation times. Card refunds post according to the card network after

TailoredPay accepts the refund.

6.3 Trader Responsibility for Destination. Cryptocurrency transactions are irreversible. The Trader is solely responsible for confirming the accuracy of any refund wallet address provided. Funds sent to an address confirmed by the Trader cannot be recovered by the Company.

ARTICLE VII - HOW TO REQUEST A REFUND

7.1 To request a refund, send an email to:

hello@ferm.trade

Subject line: Refund Request - [Your Order ID]

Include the following information:

- (a) Your full name (as registered on the platform);
- (b) Your registered email address;
- (c) Order ID or transaction reference;
- (d) Date of purchase; and
- (e) Reason for the refund request.

7.2 The Company shall acknowledge receipt of the request within two (2) business days and provide a determination within five (5) business days of acknowledgment.

ARTICLE VIII - MODIFICATIONS

8.1 The Company reserves the right to modify this Refund Policy at any time. Changes shall be effective upon posting to the Company's website. The "Effective Date" at the top of this document reflects the date of the most recent revision.

8.2 Purchases made prior to a policy change shall be governed by the Refund Policy in effect at the time of purchase.

ARTICLE IX - CONTACT INFORMATION

For questions regarding this Refund Policy, please contact:

FermTrading, Inc.

4335 Cadieux Road, Detroit, MI 48224, United States

Email: hello@ferm.trade

Legal: legal@ferm.trade

Website: <https://ferm.trade>

This Refund Policy is incorporated by reference into the Company's Terms and Conditions.

FermTrading, Inc.

4335 Cadieux Road, Detroit, MI 48224, United States

hello@ferm.trade | legal@ferm.trade

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