REFUND POLICY

FermTrading, Inc.

Effective Date: September 17, 2026 (revision 2)

PLEASE READ THIS REFUND POLICY CAREFULLY BEFORE MAKING A PURCHASE. ACTIVATED EVALUATIONS ARE GENERALLY NON-REFUNDABLE, SUBJECT TO THE EXPRESS EXCEPTIONS BELOW AND YOUR MANDATORY LEGAL RIGHTS. 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://tryferm.com), 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://tryferm.com/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 Ordinary simulated trading losses do not create a debt to the Company or require the Trader to contribute additional trading capital. This does not excuse fraud, misappropriation, or another independently unlawful act, or bar recovery of a proven erroneous payment where permitted by law. Any liability for those matters must be established under the applicable agreement and law; no trading loss is converted into personal liability merely by labeling it a breach.

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. Every row is subject to the cancellation rights in Section 3.5, unavailable-verification remedies in Section 3.6, and other mandatory rights. The ordinary rules are:

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	No discretionary refund. Approved or accrued payment obligations and qualifying pre-closure requests survive under the applicable agreement.
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 Ferm accepted payment but did not Activate the evaluation because Ferm could not lawfully or operationally provide the service, and the Trader did not misrepresent or evade screening, Ferm 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; Turkmenistan; Crimea/Sevastopol (Ukraine); Donetsk (Ukraine); Luhansk (Ukraine)

Scenario	Refund Eligible?	Details
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
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 cancellation (within 14 days; longer rights preserved)	Yes	Full refund of the evaluation and add-ons purchased with it, without a deduction for use, for cancellation within the ordinary period. Trading activity or account outcome alone does not end the right. Longer statutory periods and mandatory remedies remain available for review. No simulated balance is refunded.

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 Partial Refunds. The Company does not ordinarily offer partial refunds, pro-rated refunds, or credits toward future purchases. For a valid EU or UK consumer cancellation under Section 3.5, Ferm does not deduct a charge for service supplied before cancellation. 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 after contract conclusion to cancel without giving a reason. Use the "Withdraw from contract" function, the model form, or any unequivocal statement to hello@ferm.trade. Starting the service, placing a trade, passing, failing, breaching, expiry, promotion, or a payout does not by itself end a statutory cancellation right. Ferm provides a full refund of the amount paid for the evaluation and add-ons purchased with it for a cancellation within that period, without a deduction for use.

Stop using the cancelled evaluation; its access will be closed. Cancellation refunds the purchase price, not simulated profits or the account balance, and does not by itself forfeit an independently accrued or approved payment under a separate agreement. Requests outside the ordinary period remain available for review of any longer statutory period or other mandatory remedy; submission is recorded when received and is not delayed by that review. A valid statutory refund is made without undue delay and no later than fourteen (14) days after notification, ordinarily using the original payment method unless you expressly agree otherwise without fees. Neither Activation nor a missing consent record removes a mandatory right.

3.6 Identity Verification Unavailable. Ferm does not commit to a date when verification will become available in any jurisdiction. If an unavailable verification process prevents access to a funded, live-account, or payout path material to your purchase, contact hello@ferm.trade for cancellation and refund review. Illinois residents retain the separate right to a full evaluation-fee refund before their first trade when unavailable verification prevents that material access. For every jurisdiction, trading activity does not by itself remove a mandatory cancellation, misrepresentation, nonperformance, or other remedy, and approved or independently accrued payments remain subject to the applicable agreement and 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. Statutory cancellation refunds follow the deadline in Section 3.5, measured from notification rather than approval. Other approved refunds are processed within ten (10) business days of approval, subject to any shorter mandatory deadline. 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]

For ordinary refund requests, include the following information where available. A statutory cancellation does not require a reason or any particular form:

(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 Ordinary refund requests are acknowledged within two (2) business days and determined within five (5) business days of acknowledgment. Electronic statutory cancellation notices receive an acknowledgment without delay. A statutory notice need not give a reason or use our form, subject line, or account interface, and requesting additional information does not change the date it was received or extend a mandatory refund deadline.

MODEL CANCELLATION / WITHDRAWAL FORM

Complete and return this form only if you wish to cancel. You may instead send any unequivocal statement; the form and a reason are not required.

To: FermTrading, Inc., 4335 Cadieux Road, Detroit, MI 48224, United States; hello@ferm.trade

I/We hereby give notice that I/we withdraw from my/our contract for the following evaluation service: [service].

Ordered on: [date]. Order reference, if available: [reference].

Name of consumer(s): [name].

Address of consumer(s): [address].

Signature of consumer(s), only if this form is sent on paper: [signature].

Date: [date].

Delete wording that does not apply.

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://tryferm.com

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

4335 Cadieux Road, Detroit, MI 48224, United States
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