
TheFundedPick Terms & Conditions

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Other Policies:

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to the use of specific portions of a Site and to the purchase of certain services and are included as part of these Terms whether they reference these Terms or not.

Electronic Communications:

Visiting this Site, contacting **VMG Solutions** via social media and live chat support, or sending emails to **VMG Solutions** constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, live chat support, social media, and on this Site, satisfy any legal requirement that such communications be in writing.

Telecommunications:

We reserve the right to communicate with customers via phone, text message, or email for updates, promotions, or important notices. By using our services, you agree to receive such communications, and you can manage your contact preferences in your account settings.

Your Account:

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that **VMG Solutions** is not responsible for third party access to your account that results from theft or misappropriation of your account. **VMG Solutions** and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

For any evaluation programs that a user is provided through this Site, under no circumstances may the user change the password to the account. Any change of the

password constitutes a breach of these Terms, and **VMG Solutions** will consider and treat such user's evaluation as having failed.

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VMG Solutions does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you are prohibited from the use of services and interactions with **VMG Solutions**. If a minor circumvents the controls **VMG Solutions** has implemented to restrict the use of our services, any resulting actions or consequences are solely the responsibility of the minor. By accessing our services, you agree to hold us harmless for any actions or consequences resulting from your failure to comply with our age restrictions.

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VMG Solutions takes compliance with relevant laws, regulations, and requirements seriously and asks our customers to do the same. Further, **VMG Solutions** also respects the functioning of actual sports markets. As such, any picking practices that interfere with the functioning of actual picking markets are prohibited on our platform. Such practices that do not comply with the functioning of real picking exchanges include, but are not limited to:

- Use of platform or data freezing
- Picking at a time of significant volatility
- Use of hedging between **VMG Solutions** accounts and/or third-party accounts.

Violation of any of these Terms or applicable laws, regulations, or requirements in any way may lead to immediate termination of all accounts associated with our services, and no refund or payment of any kind will be given. In addition, you may be held civilly and/or criminally liable if you violate these Terms or applicable laws, regulations, or requirements. Understanding the importance of having a secure, reliable trading platform, you explicitly instruct **VMG Solutions** to share your data with other proprietary trading firms or third parties for the purposes of detecting fraudulent, deceptive, or criminal behavior or any violations of our Terms or this Agreement.

Indemnification:

You agree to indemnify, defend, and hold harmless **VMG Solutions**, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. **VMG Solutions** reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with **VMG Solutions** in asserting any available defenses.

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