



**TRADING** *PLUS*

## TRADINGPLUS GENERAL TERMS AND CONDITIONS

These **TradingPLUS General Terms and Conditions (the “GTC”)** govern rights and obligations in connection with the use of services provided by TradingPLUS F.Z.C (the **“Services”**), offered mainly through the [www.tradingplus.com](http://www.tradingplus.com) website (the **“Website”**). Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

### 1. INTRODUCTORY PROVISIONS

- 1.1. These GTC govern your (**“you”, “your”, or the “Customer”**) rights and obligations in connection with the use of the Services provided by TradingPLUS F.Z.C with its registered office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E, with company number 2424169 (**“we”, “our”, or the “Provider”**).
- 1.2. By registering on the Website or, if registration is not required, by using the Services for the first time, you are entering into a contract with the Provider for the provision of the Services you have selected. The GTC (General Terms and Conditions) are an integral part of this contract, and by entering into the contract with the Provider, you agree to be bound by these GTC.
- 1.3. The Services are intended exclusively for **individuals over the age of 18 who reside in countries where the Services are available**. By registering on the Website, you confirm that you are at least 18 years old. **If you are under 18, you are not permitted to use the Services**. You agree to access the Services only from a country where they are available. You also acknowledge that your access to and use of the Services may be restricted or prohibited by law in certain countries, and you agree to use the Services solely in compliance with applicable laws.
- 1.4. The Provider shall not provide Services to Customer that: **(i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated, or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism**. Restricted Jurisdictions means countries determined as such by the Provider and published here on the Website. The Provider **reserves the right to refuse, restrict or terminate the provision of any Services to Customer as per this Clause 1.4.** and such Customer is prohibited to use the Services, which also includes the use of the Client Section and/or Trading Platform.
- 1.5. The Services include the provision of tools for simulated foreign exchange (FOREX) trading or simulated trading with other instruments on various financial markets, along with analytical tools, training and educational materials, access to the Client

Section, and other related services, particularly through the Client Section or by providing access to applications supplied by the Provider or third parties. While financial market information is used in the simulated trading, you acknowledge that any trading you perform using the Services is purely simulated. You also acknowledge that **the funds allocated to you for trading are fictitious and cannot be owned or used outside the Services. Specifically, these funds cannot be used for real trading, and you have no entitlement to receive or withdraw them.** Unless otherwise explicitly agreed, you will not receive any remuneration or profits based on the results of your simulated trading, nor will you be liable for any losses.

1.6. **NONE OF THE SERVICES PROVIDED BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES UNDER APPLICABLE LAWS. THE PROVIDER DOES NOT OFFER OR PROVIDE ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION REGARDING HOW OR IN WHAT MANNER YOU SHOULD CONDUCT TRANSACTIONS WHILE USING THE SERVICES OR OTHERWISE, NOR ANY OTHER SIMILAR INFORMATION REGARDING THE INVESTMENT TOOLS BEING TRADED. ADDITIONALLY, THE PROVIDER DOES NOT ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES PROVIDED CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO OFFER INVESTMENT ADVICE OR RECOMMENDATIONS. IF ANY INFORMATION OR STATEMENT FROM AN EMPLOYEE, STAFF MEMBER, OR REPRESENTATIVE OF THE PROVIDER IS INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT IT IS INVESTMENT ADVICE OR RECOMMENDATIONS AND WILL NOT BE HELD RESPONSIBLE FOR IT.**

1.7. Your personal data is processed in accordance with the Privacy Policy.

1.8. The meaning of the definitions, expressions, and abbreviations used in these GTC can be found in clause 18.

## **2. SERVICES AND THEIR ORDER**

2.1. You can order the Services through the Website by completing the appropriate registration or order form. After registration, we will e-mail you the login details for the Client Section and/or Trading Platform and allow you to access them.

2.2. The Services include, among other things, the **Free Trial, TradingPLUS Challenge, and TradingPLUS Fast Track** products; these products may differ in the scope of the Services provided (**e.g., by analytical tools available to the Customer**). With the Free Trial, you may use some of the Services within a limited scope and for a limited period free of charge. Completing the Free Trial does not entitle you to access any other Services.

- 2.3. All data that you provide to us through the registration or order form, the Client Section, or by any other means must be complete, accurate, and current. You are required to immediately notify us of any changes to your information or update the data in your Client Section. The Customer is responsible for ensuring that all provided data is accurate and up to date; the Provider is not obligated to verify the information.
- 2.4. You acknowledge that if you provide an identification number, tax registration number, or other similar information in the registration or order form, or if you declare yourself as a legal entity, you will be considered an entrepreneur (trader) for the purposes of these GTC and when using the Services. As a result, the provisions of these GTC or applicable laws that grant rights to consumers will not apply to you.
- 2.5. **The fee for the TradingPLUS Challenge and TradingPLUS Fast Track** varies depending on the option selected, the amount of initial capital, the acceptable risk level, the parameters that must be met for the TradingPLUS Challenge and subsequent Verification, and possibly other configurations. More detailed information on the available options and associated fees can be found on our Website [here](#). The final fee will be determined based on the option you select when completing the order form for the TradingPLUS Challenge and TradingPLUS Fast Track. **The Provider reserves the right to offer the Services under individually agreed conditions.** All such conditions will be determined by the Provider at its sole discretion. Individual discounts and other benefits may not be combined, unless explicitly stated otherwise by the Provider.
- 2.6. The fee is paid to grant you access to the TradingPLUS Challenge and TradingPLUS Fast Track or the Services provided under the TradingPLUS Challenge and TradingPLUS Fast Track. The Customer is not entitled to a refund of the fee, regardless of circumstances such as cancelling the Client Section, requesting cancellation via e-mail, terminating the use of the Services or the contract (**e.g., failing to complete the TradingPLUS Fast Track, TradingPLUS Challenge or the Verification**), not meeting the conditions of the TradingPLUS Fast Track and TradingPLUS Challenge or Verification, or violating these GTC.
- 2.7. If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the fee with the Customer's bank or payment service provider (e.g., through chargeback services, dispute services, or other similar services), seeking an annulment, cancellation, or refund of the fee or any part thereof, the Provider has the right, at its sole discretion, to cease providing any services to the Customer and refuse any future provision of services.

- 2.8. The option you choose for the TradingPLUS Challenge when placing an order will also apply to the subsequent Verification. You will begin the subsequent Verification, and possibly other related products, with the parameters and currency corresponding to the option you selected for the TradingPLUS Challenge. Once a selection is made, it cannot be changed. If you are ordering a new TradingPLUS Challenge, the restrictions mentioned in this clause 2.8 will not apply.
- 2.9. The Provider reserves the right to unilaterally modify the fees and parameters of the services at any time, including the parameters for their successful completion. However, such changes will not affect services that have been purchased prior to the notification of the change.
- 2.10. Any data entered in the order form can be reviewed, corrected, and amended until the binding order for the Services is submitted. The order for the Services is completed by submitting the order form. The Provider will promptly confirm the receipt of your order via your email address. For the Free Trial, the order is considered complete upon delivery of the confirmation to your email address, at which point the contract is executed. For the TradingPLUS Fast Track and TradingPLUS Challenge, the order is completed once the payment for the selected option is made (as further detailed in **clause 3.4**), **thereby executing the contract between you and the Provider, the subject of which is the provision of the TradingPLUS Challenge and, if the conditions are met, the Verification.** The contract is concluded in English. We archive the contract electronically and do not provide access to it.
- 2.11. You acknowledge that in order to use our Services, you must obtain the necessary **technical equipment and software, including third-party software** (e.g., software required for using the Trading Platform), **at your own risk and expense.** The Website is accessible through most commonly used web browsers. **The cost** of internet access, the purchase of equipment, and the acquisition of the web browser and its updates are **your responsibility.** The Provider does not guarantee that the Services will be compatible with any specific equipment or software. Additionally, the Provider does not charge any extra fees for internet connectivity.
- 2.12. You acknowledge that the operators of trading platforms are separate entities from the Provider, and their own terms and conditions and privacy policies will apply when you use their services and products. Before submitting an order form, you are required to review and understand those terms and conditions and privacy policies.
- 2.13. If the Customer places an unusually large number of orders for the Services within an unreasonably short period, the Provider may notify the Customer through the Client Section as a precautionary measure to address potentially harmful behaviour. **If such unreasonable behaviour continues after notification, we reserve the right to**

**suspend any further orders for the Services by the Customer.** If we determine that the unusual behaviour as described in this paragraph is related to the Customer's involvement in Forbidden Trading Practices, we may take appropriate actions as outlined in Section 5 of these GTC. The Provider reserves the right to determine, at its sole discretion, the nature of such behaviour and set reasonable boundaries for such determination.

### 3. PAYMENT TERMS

- 3.1. The fees for the TradingPLUS Challenge and TradingPLUS Fast Track options are listed only in USD. The fee can also be paid in other currencies available on the payment channels. If you choose a **currency other than USD, the fee for your selected TradingPLUS Challenge and TradingPLUS Fast Track option will be converted according to our rates, and the total payment amount in your chosen currency will be displayed automatically, so you know how much you are paying before confirming the order.** The Customer acknowledges that if payment is made in a currency other than the one selected on the Website, the amount will be converted based on the current exchange rates at the time of payment.
- 3.2. Service charges include all applicable taxes. If the Customer is an entrepreneur (trader), they are responsible for fulfilling all tax obligations related to the use of our Services in accordance with applicable law and must pay any required taxes or fees accordingly.
- 3.3. You can pay the fee for the selected TradingPLUS Challenge and TradingPLUS Fast Track option using a payment methods currently available on the Website.

### 4. CLIENT SECTION AND TRADING PLATFORM

- 4.1. **Only one Client Section** is permitted per Customer and all of the Customer's Services must be maintained in the Client Section.
- 4.2. The total number of TradingPLUS Fast Track and TradingPLUS Challenges and Verifications allowed per Client Section **may be limited** based on the total sum of the initial capital amounts of the products ordered by the Customer or other applicable parameters. Unless the Provider grants an exception, **the initial capital amounts cannot be transferred between different products or combined in any way.** Additionally, you are **not permitted to transfer or combine** your performance, service parameters, data, or any other information between different products.
- 4.3. Access to the Client Section and Trading Platform is secured by login credentials, which the Customer must not share or disclose to any third party. If the Customer is a legal entity, they may allow authorized employees and representatives to use the Services through the Customer's Client Section. The Customer is fully responsible for

all activities conducted through their Client Section or Trading Platform. **The Provider is not liable, nor is the Customer entitled to any compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services.** The Provider is also not responsible for any negative consequences resulting from such misuse, regardless of the reason, if the misuse is attributable to the Customer.

- 4.4. The Customer acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, **the Provider bears no responsibility, and the Customer is not entitled to any compensation**, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that Customer uploads, transfers or saves through the Client Section or Trading Platform.
- 4.5. The Customer may request the cancellation of their Client Section at any time by sending an email to [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com). **A request for cancellation will be treated as a termination of the contract by the Customer, which means the Customer will no longer be entitled to use the Services, including the Client Section and Trading Platform.** The Provider will promptly confirm the receipt of the cancellation request via email, at which point the contractual relationship between the Customer and the Provider will be considered terminated. In this case, the Customer will not be entitled to any refund of fees already paid or any other costs incurred.

## 5. RULES OF TRADING

- 5.1. During trading on the Trading Platform, you are free to perform any transactions, provided they do not involve forbidden trading strategies or practices as outlined in **clause 5.4. You also agree to adhere to good market standards and practices for trading on financial markets (e.g., risk management rules).** Additionally, restrictions may be imposed by the trading conditions of the specific Trading Platform you have chosen for trading.
- 5.2. You acknowledge that the Provider has access to information regarding the trades you perform on the Trading Platform. You grant the Provider consent to share this information with entities that are part of the same group as the Provider or otherwise affiliated with the Provider. You also grant the Provider and these affiliated entities permission to handle this information as they see fit. These activities may be carried out automatically, without the need for further consent, consultation, or approval from you. You agree that you will not receive any remuneration or revenue from the use of this data by the Provider. The Provider understands that no investment advice or recommendations are provided to the Provider through your trading. Additionally, you acknowledge that you can suspend your trading on the Trading Platform at any time.

5.3. The Provider is not responsible for the information displayed on the Trading Platform, nor for any interruptions, delays, or inaccuracies in the market information shown through your Client Section.

#### **5.4. FORBIDDEN TRADING PRACTICES.**

##### **5.4.1. DURING THE TRADING, IT IS PROHIBITED TO:**

- (a) KNOWINGLY OR UNKNOWNLY USE TRADING STRATEGIES THAT EXPLOIT ERRORS IN THE SERVICES SUCH AS ERRORS IN DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;**
- (b) PERFORM TRADES USING AN EXTERNAL OR SLOW DATA FEED;**
- (c) PERFORM, ALONE OR IN CONCERT WITH ANY OTHER PERSONS, INCLUDING BETWEEN CONNECTED ACCOUNTS, OR ACCOUNTS HELD WITH DIFFERENT TRADINGPLUS ENTITIES, TRADES OR COMBINATIONS OF TRADES THE PURPOSE OF WHICH IS TO MANIPULATE TRADING, FOR EXAMPLE BY SIMULTANEOUSLY ENTERING INTO OPPOSITE POSITIONS;**
- (d) PERFORM TRADES IN CONTRADICTION WITH THE TERMS AND CONDITIONS OF THE PROVIDER AND THE TRADING PLATFORM;**
- (e) USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;**
- (f) PERFORM GAP TRADING BY OPENING TRADE(S):**
  - a. WHEN MAJOR GLOBAL NEWS, MACROECONOMIC EVENT OR CORPORATE REPORTS OR EARNINGS (“EVENTS”), THAT MIGHT AFFECT THE RELEVANT FINANCIAL MARKET (I.E. MARKET THAT ALLOWS TRADING OF FINANCIAL INSTRUMENTS THAT MIGHT BE AFFECTED BY THE EVENTS), ARE SCHEDULED; AND**
  - b. 2 HOURS OR LESS BEFORE A RELEVANT FINANCIAL MARKET IS CLOSED FOR 2 HOURS OR LONGER.; OR**
- (g) OTHERWISE PERFORM TRADES IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED IN THE FOREX MARKET OR IN ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT THE PROVIDER MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER’S ACTIVITIES (E.G.OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING).**

5.4.2. As our Customer, you should understand and agree that all our Services are for Customer’s personal use only, meaning that only you personally can access your TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts and perform trades. For that reason, you should not, and you agree not to,



- (a) allow access to and trading on your TradingPLUS Fast Track and TradingPLUS Challenge and Verification accounts by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;
- (b) access any third-party TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts on behalf of another user, all whether performed as a professional or otherwise.

Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice under Section 5.4. with respective consequences as perceived under this GTC.

- 5.4.3. Furthermore, Customer shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices (i) opening substantially larger position sizes compared to Customer's other trades, whether on this or any other Customer's account, or (ii) opening substantially smaller or larger number of positions compared to Customer's other trades, whether on this or any other Customer's account.

The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

- 5.5. If the Customer engages in any of the Forbidden Trading Practices described in clause 5.4, **(i) the Provider may consider it as a failure to meet the conditions of the particular TradingPLUS Challenge or Verification, (ii) the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the trading, (iii) to immediately cancel all Services provided to the Customer and subsequently terminate this contract, or (iv) reduce the offered leverage on products to 1:5 on any or all Customer's accounts.**

- 5.6. If any Forbidden Trading Practices are carried out on one or more TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts of a single Customer, or across multiple Customers' accounts, or by combining trading activities on TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts with TradingPLUS Trader accounts, the Provider has the right to cancel all Services and terminate any related contracts for the Customer's TradingPLUS Fast Track, TradingPLUS Challenge and Verification accounts. The Provider may also take other actions outlined in Clause 5.5.

The Provider may exercise any or all of the actions specified in Clauses 5.5 and 5.6 at its sole discretion.

- 5.7. If any TradingPLUS Trader accounts are used for or involved in Forbidden Trading Practices, this may constitute a violation of the terms and conditions for the TradingPLUS Trader account with the third-party provider. As a result, the third-party provider may cancel all such user accounts and terminate the respective agreements.
- 5.8. If the Customer repeatedly engages in any of the practices described in Clause 5.4, and the Provider has previously notified the Customer about such behaviour, the Provider may restrict the Customer's access to all Services or parts of the Services, including the Client Section and Trading Platform, without providing any compensation. In this case, the Customer will not be entitled to a refund of any fees paid.
- 5.9. The Provider is not responsible for any trading or other investment activities performed by the Customer outside of their relationship with the Provider, such as using data or information from the Client Section, Trading Platform, or other related Services for real trading on financial markets. This applies even if the Customer uses the same Trading Platform for real trading that is used for trading.
- 5.10. **Developments in financial markets are subject to frequent and abrupt changes. Trading on financial markets may not be profitable and can lead to significant financial losses. Any previous performances and profits of the customer's trading are not a guarantee or indication of any further performance.**

## **6. TRADINGPLUS CHALLENGE AND VERIFICATION**

- 6.1. After paying the fee for the selected TradingPLUS Fast Track or TradingPLUS Challenge option, the Customer will receive the relevant login details for the Trading Platform at the e-mail address provided or in the Client Section. The Customer activates the TradingPLUS Challenge by opening the first trade on the Trading Platform. **You acknowledge that, by opening the first trade, you expressly request the provider to begin providing full services. If you are a consumer, this means the completion of services before the withdrawal period expires, which affects your right to withdraw from the contract, as detailed in clause 12.** If you do not activate the TradingPLUS Challenge within 30 calendar days from the date it is made available to you, your access will be suspended. You may request renewal of access via the Client Section or by sending an e-mail to [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com) within 6 months of the initial suspension; otherwise, the Services will be terminated, and you will not be entitled to a refund of the fee.

6.2. In order for the Customer to meet the conditions of the TradingPLUS Challenge, the Customer must fulfil all of the following parameters at the same time:

- 6.2.1. the Customer has opened at least one trade on at least five different calendar days;
- 6.2.2. in the course of none of the calendar days during the TradingPLUS Challenge did the Customer report a loss on any trades opened and closed on that day, which would exceed the percentage of the initial capital for the respective option as described below:

TradingPLUS Challenge

In total 5% of the  
initial capital

- 6.2.3. at no time during the TradingPLUS Challenge did the Customer report a loss on any opened and closed transactions, which would exceed in total the percentage of the initial capital for the respective option as described below:

TradingPLUS Challenge

In total 10% of the  
initial capital

- 6.2.4. the customer is in a total profit on all closed trades amounting to at least the percentage of the initial capital for the respective option as described below:

TradingPLUS Challenge

In total 10% of the  
initial capital

The above parameters are explained in more detail here on the Website.

6.3. If the **Customer meets the conditions of the TradingPLUS Challenge as specified in Clause 6.2, and has not violated these General Terms and Conditions (GTC), especially the trading rules outlined in Clause 5.4, the Provider will assess the TradingPLUS Challenge as successful and will make the Verification** available to the Customer free of charge. The Provider will send the login details to the Customer's e-mail address or Client Section. The Provider is not obligated to evaluate the TradingPLUS Challenge if the Customer has not closed all trades.

6.4. The Customer activates the Verification by opening the first trade on the Trading Platform. If the Customer does not activate the Verification within 30 calendar days from the day they receive the new login details, their access to the Verification will be suspended. The Customer may request renewal of access via the Client Section or by sending an e-mail to [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com) **within 6 months of the suspension; otherwise, the provision of the Services will be terminated, and the Customer will not be entitled to a refund.**

6.5. In order for the Customer to meet the conditions of the Verification, the Customer must fulfil all of the following parameters at the same time:

- 6.5.1. during the Verification, the Customer has opened at least one trade on at least five different calendar days;
- 6.5.2. in the course of none of the calendar days during the Verification did the Customer report a loss on any trades opened and closed on that day, which would exceed the percentage of the initial capital for the respective option as described below:

TradingPLUS Verification  
In total 5% of the  
initial capital

- 6.5.3. at no time during the Verification did the Customer report a loss on the sum of the opened and closed trades, which would exceed in total the percentage of the initial capital for the respective option as described below:

TradingPLUS Verification  
In total 10% of the  
initial capital

- 6.5.4. Customer is in total profit from all closed trades amounting to at least the percentage of the initial capital for the respective option as described below:

TradingPLUS Verification  
In total 6% of the  
initial capital

- 6.5.5. For the Customer to meet conditions of the Verification, the Customer shall comply with the following:

- 6.5.5.1. Customer has met the conditions of the Verification specified in clause 6.5;
- 6.5.5.2. Customer has not violated these GTC, in particular, the rules of trading under clause 5.4; and
- 6.5.5.3. Customer has not exceeded the maximum total capital allocation of USD 200,000, either individually or in combination, per Customer or per trading strategy, as defined in the applicable TradingPLUS Trader Program agreement, if the Customer is already participating in the TradingPLUS Trader Program. If these conditions are met, the Provider will assess the Verification as successful and may recommend the Customer as a candidate for the TradingPLUS Trader Program. The Provider is not obligated to evaluate the Verification if the Customer has not closed all trades.

- 6.6. If, during the TradingPLUS Challenge, the Customer fails to meet any of the conditions outlined in Clauses 6.2.2. or 6.2.3., the TradingPLUS Challenge will be considered unsuccessful, and the Customer will not be granted access to the subsequent Verification. Similarly, if, during the Verification, the Customer fails to meet any of the conditions specified in Clauses 6.5.2. or 6.5.3., the Verification will be deemed unsuccessful, and the Customer will not be recommended as a candidate for the TradingPLUS Trader program. In these cases, the Customer's account and Services will be terminated, and no refund will be provided for any fees already paid.
- 6.7. The Provider's recommendation of the Customer as a candidate for the TradingPLUS Trader Program does not guarantee the Customer's acceptance into the program. The Provider is not responsible for the Customer's rejection from the TradingPLUS Trader Program, regardless of the reason.

## **7. WITHDRAWAL**

- 7.1. TradingPLUS Customer is eligible to request payouts of profits generated from their trading activities, with an entitlement to retain 80% of the profits as part of the profit split agreement. This profit split applies to profits that are made on a funded account or through eligible trading strategies, subject to compliance with all terms and conditions set forth by TradingPLUS.
- 7.2. Upon earning profits from eligible trading activities, the Customer may request a withdrawal of their share, **which is 80% of the total profit earned. The remaining 20% of the profits is retained by TradingPLUS as part of the agreed profit-sharing structure.** The Customer **may withdraw their 80% share of the profits following the established withdrawal process outlined in the agreement,** provided that all transaction fees are covered and any applicable conditions (such as waiting periods) are met.
- 7.3. The 80% profit split is fixed and non-negotiable, ensuring that the Customer receives a consistent and transparent share of the profits generated. However, the Provider reserves the right to modify the profit-sharing terms and conditions with appropriate notice to the Customer, as outlined in the governing agreement. In order to qualify for the 80% profit split, the Customer must comply with the trading rules and guidelines set by TradingPLUS. Failure to adhere to these rules may result in the Customer being ineligible for the profit split, or the Provider may withhold or limit withdrawals based on violations of the agreement.
- 7.4. The Customer is eligible to **request a payout 14 tradingdays days** after the execution of their first trade on the TradingPLUS Funded Account, contingent upon the generation of profits through their simulated trading activities. Subsequent withdrawal requests may only be made after a 14-trading day interval from the date

of the initial payout request. This payout schedule is determined and enforced by the system and is immutable. The Customer acknowledges and agrees that this fixed withdrawal timeline is binding and cannot be altered or adjusted under any circumstances.

- 7.5. **Payouts will be processed within 2-3 business days following the confirmation of the invoice.** The Customer may receive their profits through cryptocurrencies or any other payment methods available and listed on the Website. The available methods for payout are subject to change and may be modified at the Provider's discretion. The Customer agrees to utilize the payout methods as specified at the time of the payout request.

- 7.6. **There is no minimum profit requirement to qualify for a Profit Split, other than covering applicable transaction fees\*.** The Customer is entitled to withdraw any profits earned, retaining 80% of the profits for themselves. Alternatively, the Customer may elect to leave the Profit Split within their account, allowing the balance to grow and potentially enhancing their drawdown buffer. The Customer acknowledges that any decision to leave profits within the account is voluntary and subject to the terms and conditions set forth by the Provider.

**\*To cover transaction fees, a minimum closed profit of USD20 is required for bank wire transfers and USD50 for crypto payouts.**

## **8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT**

- 8.1. The Website and all Services, including the Client Section, as well as their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that forms part of the Website and Services (**collectively referred to as the "Content"**), are protected by copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. **The Provider grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable right to use the Content solely for the purpose of utilizing the Services for your personal use and in accordance with the intended purpose of the Services.** The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.
- 8.2. All trademarks, logos, trade names, and other designations are the property of the Provider or the Provider's licensors. The Provider does not grant you any permission or authorization to use them.
- 8.3. Both the Customer and the Provider agree to act in good faith and with fairness in the performance of the contract and during mutual negotiations. In particular, neither party will harm the good reputation or legitimate interests of the other. Any

disagreements or disputes between the Customer and the Provider will be resolved in accordance with these General Terms and Conditions (GTC) and the applicable law.

- 8.4. Except for the rights expressly set out in these GTC, the Provider does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in these GTC.
- 8.5. When accessing the Services and other Content, the following is prohibited:
- 8.5.1. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;
  - 8.5.2. to circumvent geographical restrictions of availability or any other technical restrictions;
  - 8.5.3. to make copies or back-ups of the Website and other Content;
  - 8.5.4. to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;
  - 8.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;
  - 8.5.6. to use automated means to view, display or collect information available through the Website or Services; and
  - 8.5.7. to use any other tools or means the use of which could cause any damage to the Provider.
- 8.6. The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

## **9. DISCLAIMER**

- 9.1. **YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS," WITH ALL THEIR ERRORS, DEFECTS, AND SHORTCOMINGS, AND THAT THEIR USE IS AT YOUR SOLE RISK AND RESPONSIBILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS, AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.**
- 9.2. **TO THE EXTENT PERMITTED BY MANDATORY APPLICABLE LAW, THE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM, OR PROPERTY DAMAGE, ARISING FROM THE USE OF THE SERVICES OR RELIANCE ON ANY TOOL, FUNCTIONALITY, INFORMATION, OR OTHER CONTENT AVAILABLE IN CONNECTION WITH THE SERVICES OR ELSEWHERE ON THE WEBSITE. THE PROVIDER IS ALSO NOT**

**RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS, OR OTHER THIRD-PARTY CONTENT USED BY THE CUSTOMER IN CONNECTION WITH THE SERVICES. IF THE PROVIDER'S LIABILITY IS ESTABLISHED IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES BY A COURT OR OTHER COMPETENT AUTHORITY, SUCH LIABILITY SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE FEE PAID BY THE CUSTOMER FOR THE SERVICES ASSOCIATED WITH THE LOSS.**

- 9.3. The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.4. The Provider shall not be held responsible for its failure to deliver the purchased Services if such failure is caused by serious technical or operational issues beyond the Provider's control, including but not limited to crises or imminent crises, natural disasters, war, insurrection, pandemics, threats to large groups of people, or other force majeure events. Additionally, the Provider is not liable if it is prevented from providing the Services due to any legal obligations or decisions made by a public authority.
- 9.5. The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

## **10. VIOLATION OF THE GTC**

- 10.1. **IF THE CUSTOMER VIOLATES ANY PROVISION OF THESE GTC IN A WAY THAT COULD HARM THE PROVIDER, INCLUDING BUT NOT LIMITED TO ACCESSING THE SERVICES IN BREACH OF CLAUSE 1.3 OR 1.4, PROVIDING INCOMPLETE, UNTRUE, OR OUTDATED INFORMATION IN VIOLATION OF CLAUSE 2.3, ENGAGING IN ACTIONS THAT COULD DAMAGE THE PROVIDER'S REPUTATION, VIOLATING THE TRADING RULES UNDER CLAUSE 5.4, ACTING CONTRARY TO CLAUSE 8.3, AND/OR ENGAGING IN ANY ACTIVITIES DESCRIBED IN CLAUSE 8.5, THE PROVIDER MAY PREVENT THE CUSTOMER FROM ORDERING ADDITIONAL SERVICES AND MAY FULLY OR PARTIALLY RESTRICT THE CUSTOMER'S ACCESS TO ALL OR SOME SERVICES, INCLUDING ACCESS TO THE CLIENT SECTION AND TRADING PLATFORM, WITHOUT PRIOR NOTICE AND WITHOUT COMPENSATION.**

## **11. COMMUNICATION**

- 11.1. You acknowledge that all communications from the Provider or its partners regarding the provision of Services will be conducted through the Client Section or the email address you have registered with us. Written electronic communication via email or through the Client Section will also be regarded as written communication.



11.2. Our contact e-mail address is **prop\_support@tradingplus.com** and our contact address **Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.**

## **12. RIGHT TO WITHDRAW FROM A CONTRACT**

12.1. If you are a consumer, you have the right to withdraw from the contract without providing a reason within 14 days of its execution (refer to clause 2.10 for details on the time of execution of the agreement). **PLEASE NOTE THAT IF YOU BEGIN PERFORMING TRADES BEFORE THE END OF THE 14-DAY PERIOD, YOU WILL LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.**

12.2. To withdraw from the contract, you must send a withdrawal notice to our email address, **prop\_support@tradingplus.com**, within the specified time frame. You may use the template form available here for your withdrawal. We will confirm receipt of the form to you in writing without undue delay. If you withdraw from the contract, we will refund all fees we have received from you without undue delay (**no later than 14 days after your withdrawal**) using the same payment method you used.

12.3. The Provider has the right to withdraw from the contract in the event of any breach by the Customer as specified in Clause 10. The withdrawal will take effect from the day it is delivered to the Customer's email address or through the Client Section.

## **13. DEFECTIVE PERFORMANCES**

13.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. **The Provider does not provide any guarantee for the quality of the services.** You must notify us of the defect without undue delay at our e-mail address or at our address **listed in clause 11.2.** When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

13.2. **We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days),** and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address **prop\_support@tradingplus.com**.

## **14. CHANGES TO THE GTC**

14.1. The Provider reserves the right to change these GTC from time to time with effect for the contract previously entered into by the Customer. The Provider will notify the Customer of the **change in the GTC at least 7 days before the change in the GTC is effective, via the Client Section or by e-mail.** If the Customer does not agree with the

change, the Customer is entitled to reject it. The Customer must do so no later than on the last business day before these changes take effect by sending the rejection to our e-mail address [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com). Upon receiving such rejection, the contract will be terminated. If the Customer does not reject the change, it is considered that the Customer agrees to the new version of GTC.

14.2. If the change offers the Customer a new service or other additional functionalities or this change is solely to their advantage, the Provider can inform the Customer about this change less than 7 days before the effective date of such change, but no later than the day before its effectiveness.

14.3. The Provider will mainly change these GTC for the following reasons:

- 14.3.1. to introduce new services or products or amend existing services or products;
- 14.3.2. to reflect legal or regulatory requirements that apply to the Provider;
- 14.3.3. when the Provider will try to make these GTC easier to understand or more helpful to the Customer;
- 14.3.4. to adjust the way our Services are provided, particularly if the change is needed because of a change in the way the technology is provided or background processes;
- 14.3.5. to reflect changes in the cost of running our business.

## **15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT**

15.1. It is our objective that our customers are satisfied with the TradingPLUS services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in clause 11.2.

## **16. CHOICE OF LAW AND JURISDICTION**

16.1. Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the United Arab Emirates. Any dispute that may arise in connection with these GTC and/or related agreements will fall within the jurisdiction of the United Arab Emirates court having local jurisdiction according to the registered office of the Provider.

## **17. DURATION AND TERMINATION OF THE CONTRACT**

17.1. The contract is concluded for a definite period until the TradingPLUS Challenge or Verification is passed or failed in accordance with the clause 6.2. or 6.5 respectively.

17.2. The contract may be terminated by either party earlier in accordance with these GTC. The contract terminates automatically and with immediate effect in case the Customer during **TradingPLUS Challenge or Verification does not open at least one trade during a period of 30 consecutive days.**

17.3. Notwithstanding clause 17.2 the Provider may terminate this contract with cause and immediate effect when the provision of Services under contract would affect the ability of the Provider to adhere to its legal obligations or orders or decisions of a governmental bodies or other regulators

17.4. Either Party may terminate this contract without cause by serving a written notice at least 7 days in advance in accordance with Clause 11 on the other Party.

## **18. FINAL PROVISIONS**

18.1. The Provider has not adopted any consumers codes of conduct.

18.2. These GTC constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written.

18.3. Nothing in these GTC is intended to limit any legal claims outlined elsewhere in these GTC or arising from applicable law. If the Provider or any third party authorized to do so fails to enforce compliance with these GTC, this shall not be interpreted as a waiver of any right or claim.

18.4. The Provider may assign any claim arising from these GTC or any agreement to a third party without your consent. **You agree that the Provider, as the assignor, may transfer its rights and obligations under these GTC or any agreement, or parts thereof, to a third party.** The Customer is not authorized to transfer or assign their rights and obligations under these GTC or any agreements, or any receivables arising from them, in whole or in part, to any third party.

18.5. If any provision of the GTC is found to be invalid or ineffective, it will be replaced by a provision that reflects the intended meaning of the invalid provision as closely as possible. The invalidity or ineffectiveness of one provision will not affect the validity of the remaining provisions. No past or future practices established between the parties, nor any industry custom related to the subject matter of the performance that is not expressly referenced in the GTC, will be applied, nor will any rights or obligations be derived from them. These practices or customs will not be considered in the interpretation of the parties' intentions.

18.6. The schedules to the GTC form an integral part of the GTC. In case of a conflict between the wording of the main text of the GTC and any schedule, the main text of the GTC shall take precedence.

18.7. Prior to the mutual acceptance of these GTC, the parties have carefully assessed the possible risks arising from them and accept those risks.

## **19. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED**

19.1. For the purposes of the GTC, the following definitions shall have the following meanings:

- 19.1.1. **"Client Section"** means the user interface located on the Website;
- 19.1.2. **"Content"** means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services (as set out in clause 8.1);
- 19.1.3. **"Customer"** means the user of the Services (as set out in clause 1.1);
- 19.1.4. **"Events"** means events as set out in clause 5.4.1(f)(I);
- 19.1.5. **"TradingPLUS Challenge and Verification account"** means trading accounts related to trading education courses provided as part of the Services by the Provider;
- 19.1.6. **"TradingPLUS Fast Track"** means a trading account, which relates to the TradingPLUS Trader program provided by TradingPLUS;
- 19.1.7. **"TradingPLUS Trader account"** means a trading account, which relates to the TradingPLUS Trader program provided by TradingPLUS;
- 19.1.8. **"Forbidden Trading Practices"** means trading practices strictly forbidden while using our Services and are more detailed in Section 5.4 of these GTC;
- 19.1.9. **"GTC"** means these General Terms and Conditions of TradingPLUS;
- 19.1.10. **"Provider"** means the provider of certain Services (as set out in clause 1.1);
- 19.1.11. **"Schedules"** means Schedule 1 and any other Schedules as applicable, which are part of these GTC;
- 19.1.12. **"Services"** means the Provider's services as set out in clauses 1.1 and 1.5;
- 19.1.13. **"Trading Platform"** means an electronic interface provided by a third party in which the Customer performs the trading; and
- 19.1.14. **"Website"** means the website [www.tradingplus.com](http://www.tradingplus.com).

19.2. For the purposes of the GTC and their schedules, the following expressions and abbreviations shall have the following meanings:

- 19.2.1. **"calendar day"** means the period from midnight to midnight of the time currently valid in the United Arab Emirates (GMT+2);
- 19.2.2. **"initial capital"** means a fictitious amount that the Customer has chosen when selecting the option of the TradingPLUS Fast Track and TradingPLUS Challenge and which the Customer will use to perform trading;
- 19.2.3. **"USD"** means the United States dollar;

**These GTC shall enter into force and effect on 1<sup>st</sup> Jan 2025.**

## SCHEDULE 1

### OPTIONS OF TRADINGPLUS CHALLENGES AND VERIFICATIONS

#### Evaluation10K

[\\$10,000](#)
[\\$25,000](#)
[\\$50,000](#)
[\\$100,000](#)
[\\$200,000](#)

##### Evaluation 10K – \$10,000 Account

	Challenge	Verification	Funded Account
Trading Period	Unlimited	Unlimited	Unlimited
Minimum Trading Days	5 days	5 days	—
Maximum Daily Loss	\$500	\$500	\$500
Maximum Loss	\$1,000	\$1,000	\$1,000
Profit Target	\$1,000	\$600	—
Refundable Fee	No	No	Yes

#### Evaluation 25K

[\\$10,000](#)
[\\$25,000](#)
[\\$50,000](#)
[\\$100,000](#)
[\\$200,000](#)

##### Evaluation 25K – \$25,000 Account

	Challenge	Verification	Funded Account
Trading Period	Unlimited	Unlimited	Unlimited
Minimum Trading Days	5 days	5 days	—
Maximum Daily Loss	\$1,250	\$1,250	\$1,250
Maximum Loss	\$2,500	\$2,500	\$2,500
Profit Target	\$2,500	\$1,500	—
Refundable Fee	No	No	Yes

## Evaluation 50K

[\\$10,000](#)
[\\$25,000](#)
[\\$50,000](#)
[\\$100,000](#)
[\\$200,000](#)

### Evaluation 50K - \$50,000 Account

	Challenge	Verification	Funded Account
Trading Period	Unlimited	Unlimited	Unlimited
Minimum Trading Days	5 days	5 days	—
Maximum Daily Loss	\$2500	\$2,500	\$2,500
Maximum Loss	\$5,000	\$5,000	\$5,000
Profit Target	\$5,000	\$3,000	—
Refundable Fee	No	No	Yes

## Evaluation 100K

[\\$10,000](#)
[\\$25,000](#)
[\\$50,000](#)
[\\$100,000](#)
[\\$200,000](#)

### Evaluation 100K - \$100,000 Account

	Challenge	Verification	Funded Account
Trading Period	Unlimited	Unlimited	Unlimited
Minimum Trading Days	5 days	5 days	—
Maximum Daily Loss	\$5,000	\$5,000	\$5,000
Maximum Loss	\$10,000	\$10,000	\$10,000
Profit Target	\$10,000	\$6,000	—
Refundable Fee	No	No	Yes

## Evaluation 200K

[\\$10,000](#)
[\\$25,000](#)
[\\$50,000](#)
[\\$100,000](#)
[\\$200,000](#)

### Evaluation 200K - \$200,000 Account

	Challenge	Verification	Funded Account
Trading Period	Unlimited	Unlimited	Unlimited
Minimum Trading Days	5 days	5 days	—
Maximum Daily Loss	\$10,000	\$10,000	\$10,000
Maximum Loss	\$20,000	\$20,000	\$20,000
Profit Target	\$20,000	\$12,000	—
Refundable Fee	No	No	Yes