



**TRADING PLUS**

## Overview

These Terms of Service, presented by TradingPRO International Limited and its subsidiary TradingPLUS F.Z.C (**referred to as the "Terms"**), establish the rules and responsibilities pertaining to you (**referred to as a "Counterparty" or the "Customer"**) use of the challenges and services provided by TradingPLUS F.Z.C (**referred to as "TradingPLUS Challenges," "Challenges," "Evaluation," or "Services," and collectively as the "Provider"**). These services are primarily accessible through the website [www.tradingplus.com](http://www.tradingplus.com) (**referred to as the "Website"**). The Customer is kindly urged to thoroughly review these Terms. The Customer is not obliged to use the Services or engage in TradingPLUS Challenges if the Customer does not agree with or comprehend any part of these Terms. It is essential that the Customer choose to use the Services only if the Customer understands and consents to these Terms. By engaging in our Services or participating in the TradingPLUS Challenges we offer, the Customer validates their acceptance of these Terms and their commitment to adhere to them.

By using our site and/or participating in a Challenge, the Customer **agrees to comply with these terms and conditions**, along with any additional terms, conditions, and policies provided within this document or accessible through a hyperlink. These Terms of Service apply to all site users, including but **not limited to visitors, vendors, customers, merchants, and/or content creators**.

**Please read these Terms of Service carefully** before accessing or using our website. By accessing or using any part of the site, the Customer agrees to be bound by these Terms of Service. If the Customer does not agree to all terms and conditions, they may not visit the website or use any of its services. If these Terms of Service are considered an offer, acceptance is strictly limited to these terms. The Services are **available only to individuals over the age of 18** who reside in countries where the Services are offered.

Any new features or tools added to the existing site (within the user accounts area) will also be subject to these Terms of Service. The most current version of the Terms of Service is always available on this page. By updating and/or modifying our website, **we reserve the right to revise, alter, or replace** any part of these Terms of Service. It is the Customer's responsibility to review this page regularly for any updates. Continued use of or access to the website after changes are posted constitutes the Customer's acceptance of those changes.

## IN ACCORDANCE WITH APPLICABLE LAWS

**NONE OF THE SERVICES PROVIDED TO THE CUSTOMER BY THE PROVIDER SHALL BE CONSIDERED INVESTMENT SERVICES. THE PROVIDER DOES NOT OFFER ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION REGARDING HOW OR IN WHAT MANNER THE CUSTOMER SHOULD CONDUCT TRANSACTIONS WHILE USING THE SERVICES OR OTHERWISE, NOR ANY SIMILAR INFORMATION REGARDING THE INVESTMENT TOOLS TRADED. THE PROVIDER DOES NOT ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM THE CUSTOMER. NEITHER THE SERVICES NOR ANY RECOMMENDATIONS PROVIDED CONSTITUTE INVESTMENT ADVICE. THE PROVIDER'S EMPLOYEES, STAFF, AND REPRESENTATIVES ARE NOT AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS.**

**IF ANY STATEMENT MADE BY THE PROVIDER'S EMPLOYEES, STAFF, OR REPRESENTATIVES IS INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT SUCH INFORMATION IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE HELD RESPONSIBLE FOR IT.**

We may grant third parties access to our website for the purpose of debugging and/or maintaining issues related to our website, database, or infrastructure. These accesses are closely monitored and restricted to the scope of the work being performed.

The Customer is **required to pay registration fees to access the TradingPLUS platform, models, and services** (a brand of TradingPRO International Limited and TradingPLUS F.Z.C). Once the service has begun (i.e., the Customer has started trading) and/or if the Customer has **not successfully completed the Evaluation, the registration fee is non-refundable. ALL PAYMENTS ARE FINAL AND SOLELY FOR THE PURPOSE OF EVALUATION.**

### **Section 1 - Terms of Online Registration**

By signing these Terms of Service, the Customer confirms that they are of legal age in their state or province of residence. As a condition of using the Services, the Customer agrees not to engage in any illegal or unauthorized activities (**including, but not limited to, copyright infringement**). If the Customer violates any of these Terms, their access to the Services will be terminated immediately.

### **Section 2 – General Conditions**

The Provider reserves the right to refuse service to anyone at any time for any reason. The Customer acknowledges that their content (excluding credit card information), which is not considered sensitive, may be transferred unencrypted and may involve (a)

transmissions over various networks, and (b) modifications to meet the technical requirements of connecting networks or devices. Credit card information is always encrypted during transmission over networks. Without the Provider's express written consent, the **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Service, its use, access, or any contact on the website through which the Service is provided.** The headings in this agreement are for convenience only and will not limit or alter the Terms in any way.

### **Section 3 – Information Accuracy, Completeness, and Timeliness**

The Customer acknowledges that the services and content are provided "as is," with all faults, defects, or potential shortcomings, and that the use of such services and content is entirely at the Customer's own risk. While the Provider strives to ensure that all information is accurate and up to date, it recognizes that technology may have inherent limitations. Therefore, the Customer accepts these potential limitations and agrees to use the services with this understanding. To the fullest extent permitted by applicable law, the Provider disclaims all warranties, whether statutory, express, implied, or otherwise, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or non-infringement of rights.

### **Section 4 – Changes to the Service and Prices**

Product prices and specifications are **subject to change without prior notice.** The Provider reserves **the right to modify or discontinue the Service (including any accounts or any part or content thereof) at any time and without prior notice.** The Provider shall not be held liable to the Customer or any third party for any modifications, price changes, suspensions, or discontinuation of the Service.

### **Section 5 – Products or Services**

The Provider retains the right, but not the obligation, to limit the sales of products or services to any individual, geographic region, or jurisdiction, at its sole discretion, on a case-by-case basis. Additionally, the Provider **reserves the right to limit the quantities of any products or services** it offers. All product descriptions and pricing are subject to change at any time, without notice, at the Provider's sole discretion. **The Provider also reserves the right to discontinue any product at any time.** Any offer for a product or service made on this site is void where prohibited.

The Provider does **not guarantee that the quality of any products, services, information, or other materials purchased or obtained by the Customer will meet the Customer's expectations,** nor does it warrant that any errors in the Service will be corrected.

## Section 6 – Account Information and Billing Accuracy

The Provider **reserves the right to refuse any order placed with them.** At the Provider's sole discretion, there may be limits or cancellations on the quantity of items purchased per individual, household, or order. **These restrictions may apply to orders made with the same customer account, credit card, and/or to orders using the same billing and/or shipping address.** If an order is **changed or cancelled, the Provider will make an effort to notify the Customer using the email and/or billing address/phone number provided at the time of the order.** Additionally, the **Provider reserves the right to limit or prohibit orders that, in the Provider's sole judgment, appear to be made by dealers, resellers, or distributors.**

The Customer agrees to provide current, complete, and accurate purchase and account information for all purchases made on the Provider's site. The Customer also **agrees to promptly update their account and other information, including email address, credit card numbers, and expiration dates,** to ensure that the Provider can process transactions and contact the Customer as necessary.

For all withdrawal requests, a processing fee will be applied to cover transaction costs and associated charges incurred by the payment provider. These fees are determined by the payment providers and are outlined as follows:

**Rise: A processing fee of up to 3%.**

**Other methods: A processing fee of up to 3%.**

These fees are applied regardless of the withdrawal amount and may vary depending on the payment provider and prevailing market conditions. **The Provider does not impose or add any additional charges to these fees.** By submitting a withdrawal request, the Customer acknowledges and agrees to the application of the processing fee as determined by the payment provider.

## Section 7 – Additional Resources

The Provider may provide the Customer with access to third-party tools over which the Provider neither monitors nor has any control nor input. The Customer acknowledges and agrees that the Provider offers access to such tools **"as is"** and **"as available"** without any warranties, representations, or conditions of any kind and without any endorsement. The Provider shall have no liability whatsoever arising from or related to the Customer's use of optional third-party tools.

Any use by the **Customer of optional tools offered through the site is entirely at the Customer's own risk and discretion, and the Customer should be familiar with and approve of the terms on which tools are provided by the respective third-party**

**provider(s).** The Provider may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **Section 8 – External Links**

Certain content, products, and services available through the Provider's Service may include materials from third parties. Third-party links on the Provider's site may direct the Customer to websites not affiliated with the Provider. **The Provider is not responsible for reviewing or evaluating the content or accuracy of these third-party materials and websites, and does not warrant or accept any liability for them or for any other materials, products, or services provided by third parties.**

The Provider is not liable for any harm or damages arising from the purchase or use of goods, services, resources, content, or any other transactions made in connection with third-party websites. The Customer should carefully review the third party's policies and practices and ensure they understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

### **Section 9 – Comments, Feedback, and Other Submissions from Users**

The Customer agrees that the Provider may, at any time and without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments the Customer sends to the Provider, whether online, by email, postal mail, or otherwise. The Provider is not and shall not be obligated to **(1) maintain any comments in confidence; (2) pay compensation for any comments; or (3) respond to any comments.**

The Provider may, but is not obligated to, monitor, edit, or remove content that the Provider, in its sole discretion, determines to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any party's intellectual property or these Terms of Service.

The Customer represents and warrants that their comments will not infringe upon the rights of third parties, including copyrights, trademarks, privacy, personality, or any other personal or proprietary rights. The Customer further represents and warrants that their comments will not contain libelous, unlawful, abusive, or obscene material, or any computer virus or other malware that could affect the operation of the Service or any related website. **The Customer must not use a false email address, impersonate anyone, or otherwise mislead the Provider or third parties as to the origin of any comments.** The Customer is solely responsible for the comments they make and their accuracy. The Provider assumes no responsibility or liability for any comments posted by the Customer or any third party.

Both the Customer and the Provider agree to conduct all interactions under this agreement with the utmost fairness and respect. Any actions that harm the reputation or legitimate interests of either party are strictly prohibited. This agreement imposes an obligation to refrain from such detrimental conduct both during and after the term of the trading relationship. Disputes should be resolved in accordance with the terms of this agreement and applicable law. Violating these provisions may lead to immediate legal action, including a cease and desist notice and other legal remedies to protect the rights and interests of the affected party.

### **Section 10 – Personal Information**

The submission of personal data through the website is governed by The Provider's Privacy Policy.

### **Section 11 – Know Your Customer (KYC)**

TradingPLUS F.Z.C is to implement robust and comprehensive procedures in accordance with legal and regulatory requirements pertaining to Know Your Customer (KYC), Customer Due Diligence (CDD), and Enhanced Due Diligence (EDD).

**11.2. Know Your Customer (KYC):** The objectives of the Know Your Customer (KYC) procedures are to:

11.2.1. Establish a streamlined and efficient process for identifying and vetting potential Counterparties to ensure compliance and mitigate risks.

11.2.2. Mitigate the risks of money laundering by collecting and analysing relevant information to identify and address potential threats.

11.2.3. Facilitate the detection of suspicious transactions by identifying discrepancies or inconsistencies in the information provided.

KYC verification must be completed solely by the individual account holder. **Multiple individuals attempting to complete KYC verification for a single account are strictly prohibited.** If such violations are detected, the **Provider reserves the right to terminate the account with immediate effect.**

**11.3. Customer Due Diligence (CDD):** CDD is a mandatory process for initiating and maintaining engagements with Counterparties. The CDD protocol mandates:

11.3.1. Collecting verifiable identification data from Counterparties to clearly and definitively establish their identity.

11.3.2. Understanding the intended nature and purpose of the Counterparty's trading activities, including the strategies to be employed and evaluating their financial market knowledge.

11.3.3. Performing continuous monitoring of trading activities to ensure they align with the Counterparty's stated trading strategy, risk profile, and financial resources.

**11.4. Enhanced Due Diligence (EDD):** For business relationships or transactions that present a higher risk, as identified by the Provider's risk assessment, EDD will be applied. These enhanced measures go beyond standard Customer Due Diligence (CDD) requirements and include:

11.4.1. Obtaining additional identity verification documents, especially in cases where standard documentation is deemed insufficient or questionable.

11.4.2. Conducting a detailed interview, which may include a video call, to personally engage with the Counterparty and more effectively assess their legitimacy.

11.4.3. Gaining a deeper understanding of the Counterparty's trading methodology to ensure it aligns with our risk tolerance and adheres to the ethical trading standards established by TradingPLUS - F.Z.C.

11.4.4. Implementing enhanced and continuous monitoring of the Counterparty's trading activities to actively assess compliance with the agreed-upon practices and risk parameters.

11.5. Know Your Customer (KYC) Procedures by TradingPLUS - F.Z.C

The Provider **shall implement KYC measures for all proposed transactions and business relationships.** As part of the general KYC measures, The Provider will take the following steps to ensure a transparent KYC process:

11.5.1. **Verify the identity** of the Counterparty using original or properly certified documents after the challenge phases have been successfully completed. The KYC verification process will be initiated as the first step.

11.5.2. Upon starting the verification process, the Counterparty will be vetted through two options: scanning a QR code or receiving a verification link via SMS. The Counterparty will receive clear instructions upon selecting the most convenient option.



11.5.3. The Counterparty shall be asked to submit specific documents. The documents may include a valid photo ID such as:

**National ID.**

**Passport.**

**Driving License.**

11.5.4. KYC verification will not be completed if expired documents are provided. Only the most recent and valid documents will be accepted in order to proceed with the verification process.

11.5.5. After gathering the necessary documents, the Counterparty will be directed to the **"Agreement Signing"** stage. They must validate the information provided, agree to the terms outlined in the agreement, and sign the agreement. Once these steps are completed, the verification process will begin and **may take 48-72 hours to finalize.**

11.5.6. The Provider requires strict adherence to these measures. The Provider reserves the right to refuse or discontinue any business engagement with a Counterparty if the CDD, EDD, or KYC criteria, as outlined herein, are not satisfactorily met.

11.5.7. It is important to note that failure to pass the KYC verification process will result in the rejection of the Counterparty's TradingPLUS Account application.

## **Section 12– Errors, Inaccuracies, and Omissions**

On rare occasions, the information on the site or in the Service may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, shipping charges, transit times, and availability. The Provider **reserves the right to correct any errors or inaccuracies and to change or update information or cancel orders at any time without prior notice (including after the Customer has submitted their order).** The Provider is under no obligation to update, amend, or clarify information in the Service or on any related website, including pricing information, except as required by law. **No specific update or refresh date** should be interpreted as an indication that all information in the Service or on any related website has been modified or updated.

In the event of any discrepancies or anomalies encountered in the Service, including but not limited to account details, transactions, or service features, the Customer is required to report such issues to the Provider immediately. Prompt reporting will allow the Provider to address and correct the issue efficiently, ensuring the integrity and accuracy of the Service. Customers can seek assistance and report issues to TradingPLUS Support via the **live chat** option available on the dashboard or website, or by emailing [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com).

The Provider reserves the right to take appropriate actions to rectify any discrepancies and ensure the Service operates correctly and in line with the intended terms. To ensure timely resolution and accurate handling of technical concerns related to any trade, Customers are **expected to report any issues they experience with TradingPLUS products or services within three (3) weeks of the occurrence**. Prompt reporting of such matters helps maintain the quality and fairness of the Service.

### **Section 13 – Restricted Uses**

The Customer is prohibited from using the site or its content:

- (a) for any illegal purpose;
- (b) to solicit others to perform or participate in unlawful acts;
- (c) to violate any international, federal, provincial, state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that may affect the functionality or operation of the Service, any related website, other websites, or the Internet.

**The Provider reserves the right to terminate the Customer's use of the Service and any related website for any breach of these prohibitions.**

### **Export Restrictions (Terms & Conditions):**

TradingPLUS does **not offer its products via MasterCard, Visa, JCI, AMEX**, or any other type of cards to countries that are restricted due to sanctions **imposed by the US Government, the United Nations**, or other jurisdictions. These restricted countries include, but are **not limited to: Russia, Burma (Myanmar), Iran, Sudan, Syria, North Korea, Afghanistan, Albania, Belarus, the Central African Republic, Cuba, the Democratic Republic of the Congo, Ethiopia, Lebanon, Libya, Mali, Nicaragua, Somalia, South Sudan, Ukraine, Venezuela, Yemen, and Zimbabwe**. This policy is in line with efforts to comply with global standards against fraud, money laundering, and terrorism financing as enforced by organizations like the Office of Foreign Assets Control (OFAC) and the Financial Action Task Force (FATF).

In addition to the listed countries, TradingPLUS also does **not offer its products or services to customers in China, Vietnam, and the USA**. We remain committed to upholding our dedication to providing value to traders worldwide.

## Section 14 - Prohibited Trading Practices

14.1. The Customer is prohibited from conducting trades that violate the stipulations outlined in this section or the FAQ. **Any trades that breach these guidelines are strictly forbidden.** The Customer must comply with the rules and guidelines set forth in this section, as well as those established in the FAQ, when utilizing the Services.

14.1.1. The Customer **must not intentionally or unintentionally use trading strategies that exploit errors in the Services, such as inaccuracies in displayed prices or delays in their updates.** This includes, but is not limited to, practices commonly known as Latency Trading.

14.1.2. Executing trades using an external or slow data feed or performing gap trading is prohibited for the Customer.

14.1.3. Engaging, either individually or in cooperation with others, in any trades or combinations of trades across connected accounts or accounts held within the platform with the intent to manipulate trading, commonly referred to as **“Group Trading,” is strictly prohibited. Examples of such manipulation include, but are not limited to, entering into opposite positions simultaneously.**

14.1.4. The use of any **software, artificial intelligence, ultra-high-speed trading, high-frequency trading, or mass data entry that could manipulate or abuse the Provider's systems or services, or provide an unfair advantage, is strictly prohibited for the Customer.**

14.1.5. **Performing arbitrage of any kind, including but not limited to triangular arbitrage, statistical arbitrage, latency arbitrage, market-making arbitrage, spatial arbitrage, pairs trading arbitrage, risk arbitrage, convertible arbitrage, volatility arbitrage, dividend arbitrage, tax arbitrage, yield curve arbitrage, or any other form of arbitrage that exploits pricing differences between different markets or exchanges, is strictly prohibited for the Customer.**

14.1.6. Employing strategies that guarantee the execution of limit orders during periods of low liquidity is prohibited for the Customer. Such practices do not reflect actual market conditions and therefore violate the realistic trading simulation standards upheld by the Provider.

14.1.7. Performing trades that are inconsistent with typical forex or any other financial market operations is prohibited for the Customer. The Customer should also avoid activities that may cause financial or other harm to the Provider, including over-

leveraging, over-exposure, making one-sided bets, grid trading, tick scalping, or account rolling. Engaging in any of these activities may raise concerns about intentionally harming the Provider and is strictly prohibited.

14.1.8. Engaging in copy trading, where trades mimic or replicate the trading activities of other traders or entities without prior authorization from the Provider, is strictly prohibited for the Customer.

14.1.9: Prohibits the **Customer** from allowing a third party to trade on their account. This means the Customer cannot let someone else, whether an individual or professional, execute trades on their behalf or access their TradingPLUS Challenge Account.

14.1.10: Prohibits the **Customer** from accessing or trading on a third party's TradingPLUS Challenge Account. It also bans offering account management or similar services for others, whether as a professional or informally.

14.1.11. The Customer is **prohibited from opening positions with sizes significantly larger than their other trades**, whether on the current account or any other account they hold.

14.1.12. Opening positions with numbers that are noticeably smaller or larger than those of the Customer's other trades, whether on this account or another one of theirs, is prohibited.

14.1.13. Using a **high level of margin or extremely risky trading strategy is prohibited** for the Customer.

14.2. TradingPLUS reserves the **exclusive right to implement trading restrictions, adjust account settings, or terminate** trading accounts at its sole discretion, in order to maintain the stability and integrity of its trading platform and environment. This right may be exercised in situations such as, but not limited to:

14.2.1. If TradingPLUS determines that a client's trading strategy, behavior, or specific trade(s) present a risk considered excessive or unmanageable given the current market conditions, and that such risk could negatively impact TradingPLUS or its customers.

14.2.2. If trading practices are deemed incompatible with standard market operations or TradingPLUS's risk management policies, including, **but not limited to, the use of excessive leverage, over-exposure, unusually large or small lot sizes, or strategies that may disrupt market equilibrium.**

14.2.3. If inconsistencies are observed in trading patterns, such as a significant deviation from the client's historical trading behavior, or if the client's trading actions significantly diverge from generally accepted market practices.

14.2.4. If **TradingPLUS** determines that a client's trading activities have the potential to cause financial harm or disrupt operations for TradingPLUS or any third parties, it reserves the right to impose limits or restrictions on the client's trading activities.

14.2.5. **TradingPLUS** may impose restrictions to ensure adherence to relevant regulatory requirements, operational protocols, or internal policies that are in place to maintain a secure and stable trading environment.

14.3. To maintain transparency and ensure effective management of trading practices, **TradingPLUS** will take the following actions when implementing trading restrictions or modifications:

14.3.1. TradingPLUS will make reasonable efforts to inform the client of any trading restrictions, modifications, or account terminations, along with the reasons for these actions. However, in situations where immediate action is necessary to safeguard the integrity of the platform, TradingPLUS reserves the right to implement changes without prior notice.

14.3.2. Clients will have the opportunity to request a review of any imposed restrictions or account actions. TradingPLUS will evaluate appeals individually, but reserves the right to maintain its original decision to safeguard the integrity of its trading environment.

14.3.3. TradingPLUS shall not be held liable for any direct, indirect, incidental, or consequential losses or damages resulting from the imposition of trading restrictions or account termination. Clients agree to indemnify and hold TradingPLUS harmless from any claims arising due to such actions.

14.4. If any of the Prohibited Trading Practices are carried out on one or more TradingPLUS Challenge Accounts of a Customer, or across different Customers' accounts, or by combining trading through TradingPLUS Challenge Accounts and any TradingPLUS Accounts, the Provider has the right to cancel all Services and terminate all relevant contracts concerning the Customer's TradingPLUS Challenge Accounts. The Provider may take any actions specified in Section 14.2 and this Section 14.3 at its sole discretion. In such instances, the Customer will not be entitled to a refund of any fees paid.

14.5. If the Customer repeatedly engages in any of the practices described in Article 14.1, and The Provider has previously notified the Customer about such behavior, The Provider

reserves the right to deny the Customer access to all or part of the Services, including access to the Dashboard and the Trading Platform, without offering any compensation.

14.6. The Provider shall not be held responsible for any trading or investment activities the Customer engages in outside the scope of their relationship with The Provider. This includes, but is not limited to, using data or other information from the Customer Portal, the trading platform, or any other service related to the Provider's offerings for real trading on the financial markets. This applies even if the Customer uses the same trading platform for both demo trading and real trading. Additionally, this extends to any third-party services that the Customer may utilize via the platform.

### **Section 15 – Limitation of Liability; Disclaimer of Warranties**

The Provider does not guarantee, represent, or warrant that the Customer's use of the service will be free from errors, timely, secure, or uninterrupted. The Provider also does not guarantee that the results obtained from using the service will be accurate or reliable. The Customer acknowledges that The Provider may suspend the service for an indefinite period or cancel the service at any time, with or without notice to the Customer. The Customer expressly agrees that their use of, or inability to use, the service is entirely at their own risk.

The service, along with all products and services delivered to the Customer through The Provider's service, is provided "as is" and "as available" for the Customer's use, without any representations, warranties, or conditions of any kind, whether express or implied. This includes, but is not limited to, all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no event shall The Provider, along with its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors, be held liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind. This includes, but is not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages. Whether based on contract, tort (including negligence), strict liability, or otherwise, such liability shall not arise from the Customer's use of the service or any products procured through the service. Furthermore, The Provider shall not be liable for any claim related to the Customer's use of the service or any product, including, but not limited to, any errors or omissions in content, or any loss or damage incurred due to the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if The Provider was advised of the possibility of such damages.

Since certain states or jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, in those areas, the Provider's liability will be restricted to the fullest extent allowed by applicable law.

### **Section 16 – Indemnification**

The Customer agrees to indemnify, defend, and hold harmless The Provider, as well as its parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, against any claims or demands, including reasonable attorneys' fees, brought by any third party arising from the Customer's breach of these Terms of Service, any documents incorporated by reference, or the Customer's violation of any law or third-party rights.

### **Section 17 – Severability**

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision will be enforced to the fullest extent allowed by law. The unenforceable portion will be deemed severed from these Terms, and the remaining provisions will remain valid and enforceable.

### **Section 18 – Termination**

Any obligations and liabilities that arise before the termination date will survive the termination of this agreement for all purposes. These Terms of Service remain in effect unless and until terminated by either the **Customer or the Provider**. The Customer may terminate these Terms at any time by notifying the Provider that they no longer wish to use the Services or by ceasing to use the site.

The **Provider** may terminate this agreement at any time without notice if, in the Provider's sole discretion, the Customer fails to comply with any term or provision of these Terms. Upon termination, the **Customer will remain responsible for all amounts owed up to and including the termination date**, and the **Provider may revoke the Customer's access to the Services**.

#### **18.1. Trading Guidelines**

The Customer must adhere to the guidelines listed below. Failure to do so shall result in account termination. The Customer must:

**18.1.1. Daily Loss Limits:** The Customer must not exceed the specified daily loss percentage of the initial account size, inclusive of charges, commissions and swaps:

**Evaluation: 5%**

**Fast Track: 3%**

**18.1.2. Account Size Maintenance:** The account balance must not drop below the specified percentage of the account's initial size, considering all positions and associated charges, commissions and swaps:

**Evaluation: 90%**

**Fast Track: 95%**

**18.1.3. Minimum Trading Days Requirement:** The Customer must trade for a minimum number of days depending on the model:

**Evaluation Model: 5 days**

**Fast Track: No Minimum trading days**

**18.1.4. Consistency rules:** The account must adhere to the consistency rules outlined in the FAQ.

**18.1.5. Technical Flaw Exploitation:** Using system flaws for advantage is prohibited and may lead to immediate suspension.

**18.1.6. Hedging:** While multiple hedged positions are allowed within a single TradingPLUS Account, cross-account hedging within TradingPLUS or with other firms is prohibited.

**18.1.7. Costs:** All costs related to service provision by the Provider are the Provider's responsibility.

**18.1.8. Applicable Rules:** The terms outlined in the **FAQ/Rules** govern TradingPLUS Challenge accounts.

**18.1.9. Modification by Add-ons and Special Offers:** Add-ons and Special Offers chosen during the TradingPLUS Challenge may alter the trading guidelines outlined in this section. These modifications will take precedence over the standard guidelines for their specified duration.

**Violations of the restrictions** outlined in this Article will lead to the immediate closure of positions on the trading platform, and the Customer's account may be suspended. In such cases, the **Provider** reserves the right to terminate this Contract.

## **Section 19 – Refund Policy**

**19.1. Termination Request by Customer:** A Customer who wishes to terminate their Client Section must submit a request to [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com). This request signifies the Customer's intent to end the contractual relationship, leading to the loss of access to all Services, including the Client Section and Trading Platform. The Provider will



confirm receipt of the request via email, officially terminating the contract. In such cases, the Customer forfeits any right to refunds of fees or other payments previously made.

**19.2. Severe Violations:** If the Customer engages in serious prohibited practices, the Provider reserves the right to immediately restrict access to all Services and terminate the Customer's account, without compensation. This action may be taken without prior notice, and **no refunds** will be issued for any fees already paid. Additionally, payments made for **add-ons will not be refunded, regardless of eligibility**. The Provider has full discretion in assessing the severity of the violation and determining the appropriate corrective action.

**19.3. Activation of Services:** Upon payment of the fee for the TradingPLUS Challenge program, the Customer will receive login credentials. By executing the first trade, the Customer acknowledges and agrees that the Provider has completed the Services before the withdrawal period expires, thereby waiving the right to withdraw from the contract.

**19.4. Non-Activation:** If the Customer does not activate the TradingPLUS Challenge within 35 calendar days, access will be suspended. Renewal of access can be requested via email to [prop\\_support@tradingplus.com](mailto:prop_support@tradingplus.com), subject to any applicable terms.

**19.5. Disputes and Chargebacks:** In the event of an unjustified fee dispute or chargeback by the Customer, the Provider reserves the right to suspend services and refuse future services at its discretion.

**19.6. Refunds:** A refund request must be submitted **within 7 days of registration**, provided no trading activity has taken place. Once trading begins, **fees become non-refundable, and no full or partial refunds** will be issued. The Customer will be responsible for any transaction fees incurred.

## **Section 20 - Dispute Resolution Policy**

1. If a client raises a dispute regarding a transaction made to TradingPLUS, the trading account associated with the disputed transaction will be paused in accordance with our Terms of Service.

2. TradingPLUS reserves the right to permanently suspend any customer found to have raised a false dispute. A false dispute is defined as a situation where the services provided by TradingPLUS were delivered as agreed, but the customer initiated a dispute against the transaction without valid cause.

3. Customer who wish to re-activate a trading account for which a dispute was raised must first withdraw the dispute and provide TradingPLUS with official proof of the dispute

withdrawal. Once the proof is received, our **Risk Management Team** will verify the documents. After successful verification, the trading account will be reactivated.

4. **Please note that the verification of dispute withdrawals** and the subsequent account reactivation process may take **45 to 60 business days**. Clients are strongly encouraged to contact our support team before initiating any disputes to resolve their concerns promptly.

5. If clients experience any issues related to their trading account or transactions, they are advised to contact our support team for assistance. For any further queries, please feel free to reach out to our Support Team.

### **Section 21 – Entire Agreement**

The **Provider's** decision not to exercise or enforce any right or provision of these Terms of Service shall not be considered a waiver of that right or provision. Any waiver of rights under these Terms of Service will only be effective if it is in writing and signed by the Provider. These Terms of Service, along with any policies or operating rules posted by the Provider on this site or in relation to the Service, constitute the complete and exclusive understanding and agreement between the **Customer** and the **Provider**.

This agreement governs the Customer's use of the Service, superseding all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between the Customer and the Provider (including, but not limited to, any prior versions of the Terms of Service). In the event of any ambiguity or question regarding intent or interpretation, it shall be resolved impartially, and not automatically against the drafting party. This approach does not affect any statutory rights the Customer may have under applicable consumer protection laws that cannot be waived contractually.

### **Section 22 – Governing Law**

These Terms of Service, along with any additional agreements under which the Provider offers Services to the Customer, are governed by and construed in accordance with the Customer's legal jurisdiction.

### **Section 23 – Local Law**

The Counterparty is advised to thoroughly understand and comply with all local laws and regulations related to their participation in the TradingPLUS Challenge. The Customer acknowledges that they are using the Service at their own risk and assume full responsibility for their participation. By using the Service, the **Customer affirms they are over the age of 18** and acknowledges that the **Provider is not responsible for any actions taken by the Customer that may violate local laws**. Any such violations are the sole responsibility of the Customer.

**Section 24 – Changes to Terms of Service**

These Terms of Service, along with any other agreements under which the Provider delivers services to the Customer, are governed by and interpreted in accordance with the Customer's legal jurisdiction.

**Section 25 – Contact Information**

TradingPLUS F.Z.C., Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E