



# GENERAL TERMS AND CONDITIONS FOR THE EVALUATIONS, PAYOUT SIM ACCOUNTS, PRODUCTS, SERVICES & WEBSITE USE PropShopTrader OÜ

## RISK DISCLAIMERS PLEASE NOTE:

- We're not advising you to buy or sell securities or financial instruments.
- We're not managing your accounts for you.
- If you choose to take trades, it's at your own discretion and should be done so, knowing all rules, regulations, and risks associated with the markets as per our legal disclaimers.
- View full disclaimer [CLICK HERE!](#)

## Return Policy: [Click Here](#)

These Terms and Conditions of PropShopTrader OÜ (the "Terms") govern your rights and obligations in connection with the subscription to the Warrior Phase and the purchase and use of products and services offered by PropShopTrader OÜ ("Warrior Phase", "Challenges" or "Services", "Evaluation", "Provider"), primarily through the website <https://propshoptrader.com/> (the "Website"). You are requested to read these Terms very carefully. You are under no obligation to use the Services or participate in the Warrior Phase if you do not agree with or understand any part of these Terms. You should also only use the Services if you understand and agree to these Terms. By using our Services or subscribing for the evaluation (Warrior Phase) offered, you confirm that you accept these Terms and agree to abide by them.

The Provider reserves the right to change the conditions at any time and at its sole discretion. Changes to these terms and conditions will be communicated in writing, preferably by e-mail. If you do not agree with the changes, you have the right to object to them. If you do not object to the changes within 2 weeks after receiving the notification, the changes will be deemed accepted by you.

In the event of an amendment to these GTC's (General Terms & Conditions), the Client will be informed separately of the right to object and the legal consequences of silence. Deviating or conflicting terms and conditions shall not become part of these terms and conditions unless we have expressly agreed to them.

## General Disclaimer:

We're not advising you to buy or sell securities or financial instruments.

We're not managing your account(s) for you.

If you choose to take trades, it's at your own discretion and should be done so, knowing all rules, regulations, and risks associated with the markets as per our legal disclaimers.

## GENERAL PROVISIONS

- These T&Cs govern your (“you”, “your” or the “Client”) rights and obligations in connection with the use of our website, the subscription to the evaluation phase (Warrior Phase) or the purchase of Products or services offered by PropShopTrader OÜ (“PropShop”, “we”, “our” or the “Provider”), a company registered in the Commercial Register in Estonia under registration 16949893, with its registered office at Võru tn 254, Tartu Linn 50115, Estonia.
- By registering/subscribing on PropShopTrader OÜ through our website, at the latest by using the Services for the first time, you enter into a contract with the Provider, the subject of which is the provision of the Services or the product you have chosen. The GTC’s are an integral part of such contract and by entering into the contract with the Provider you agree to these GTC’s.
- The Provider offers its Services only to persons who are of legal age. Therefore, the Services are intended only for persons over the age of 18 who reside in a country where the Services are available. By registering on our website, you confirm that you are over 18 years of age. If you are under 18, you may not use the Services and also may not access our website. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you agree to access and use the Services only in accordance with applicable laws. Due to the age restrictions for use of our website and services, no information obtained by this website <https://propshoptrader.com/>, falls within the Child Online Privacy Act (COPA) and is not monitored.
- Upon registering on the Provider’s website, you must provide your full correct name and current residential address, which correspond to the government issued identification and proof of residence document respectively. You acknowledge that verification of the identity may be completed only on the first payout and any inconsistencies between the account name and identity documents provided may lead to cancellation of the payout and closure of the user account.
- The services consist of the provision of simulated accounts for simulated trading (Futures, CFD’s, Challenges, Warrior Phase), the provision of analytical instruments, training and coaching programs and educational materials and other additional services, in particular by providing access to applications provided by the Provider or by third parties. The services provided by third parties include, in particular, various webinars. Financial market information is used for simulated trading within the scope of the offered Futures/CFD’s challenges; however, you acknowledge that any trading you perform through the Services within the scope of the offered Futures/CFD’s challenges is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to dispose of such fictitious funds beyond the scope of their use within the Services and, in particular, that they may not be used for any actual trading and that you have no right to receive any payout of such funds. Unless expressly agreed otherwise, you will not receive any compensation or profits based on the results of your simulated trading, nor will you be required to bear any losses.
- None of the services provided to you by the Provider can be considered as investment services within the meaning of the applicable laws. The Provider does not provide you with, and the Provider does not accept from the User, any instructions, directions or information about how or in what manner you should effect transactions when using the Services or your sim account or any other similar information about the investment instruments traded by the User. None of the Services constitutes investment advice or recommendations. The staff, employees or representatives of PropShopTrader OÜ are not authorized to provide investment advice or recommendations. This also applies to any third-party service providers unless they

are authorized to do so. No liability is assumed for the actions of the user or any third parties to whom the user grants access in violation of the law.

- The processing of the user's personal data is carried out in accordance with the separate data protection notice of the operator of the website, PropShopTrader OÜ.
- Any passwords used for this site are for individual use only. You will be responsible for the security of your password. The password will be hashed and not exposed to the Provider. If you use a password that the Provider considers insecure, the Provider will be entitled to require the password to be changed and/or terminate your membership. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, the Provider reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. The Provider reserves the right to investigate and to fully cooperate with any law enforcement authorities or court order requesting or directing Provider to disclose the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to violate these Terms.

BY ACCEPTING THESE TERMS AND CONDITIONS YOU WAIVE AND HOLD HARMLESS THE PROVIDER FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PROVIDER DURING OR AS A RESULT OF ITS INVESTIGATIONS AND /OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [PROVIDER] OR LAW.

- The meaning of the definitions, expressions and abbreviations used in these General Terms and Conditions can be found in clause 15 below.

## **SERVICES OFFERED**

- You can order the services offered by PropShopTrader OÜ via the Website or subscribe for the Evaluation Phase (Warrior Phase) there by filling in the relevant registration or order form. After registration, we will send you the login data for the Client portal and/or the trading platform by e-mail and enable you to access them.
- The presentation of our services on the website does not constitute a binding offer on our part. Only when you order a service, there is a binding offer on your part. If this offer is accepted by us, we will send you an order confirmation by e-mail. Only with acceptance by us, the corresponding contract is concluded.
- Services include but are not limited to various Challenges; these products may differ in the scope of services provided (e.g., by the risk parameters set on the simulated account).
- All data that you provide to us via the registration or order form, the Client portal or otherwise must be complete, truthful and up to date. You must notify us immediately of any changes to your data by email to [support@propshoptrader.com](mailto:support@propshoptrader.com) or update your profile inside the members area. The Client is responsible for ensuring that all data provided is accurate and up to date; the provider is not obliged to check the data on an ongoing basis.
- You acknowledge that if you provide or indicate a trade number, tax ID number or similar information in the registration or order form or in the Client Portal, you shall be deemed to be an entrepreneur (trader) for the purposes of these General Terms and Conditions and when using the Services, and the provisions of these General Terms and Conditions or applicable law granting rights to consumers shall not apply to you.

- The fee for the Warrior Phase varies depending on the challenge and the assets selected. More detailed information about each option and its fees can be found on our website [here](#). The Provider reserves the right to provide the Services also on individually agreed terms. All individually agreed terms are determined by the Provider at its sole discretion. Individual discounts and other benefits are not cumulative unless otherwise expressly agreed by the Provider.
- The fee is paid for access to The Warrior Phase or to the services provided or products purchased via the website. The Client is not entitled to a refund of the fee, e.g. if the Client cancels or terminates the use of the Services prematurely (e.g. does not complete The Warrior Phase), does not comply with the terms and conditions of PropShopTrader OÜ or violates these General Terms and Conditions.
- If the Client raises unjustified objections in relation to the Fee paid or reclaims the Fee paid from the Client's bank or payment service provider (e.g. through chargeback, dispute resolution services or other similar services), on the basis of which cancellation or refund of the Fee or any part thereof is requested, the Provider shall be entitled, at its sole discretion, to cease providing any Services to the Client and also to refuse to provide any Services in the future.
- The Provider reserves the right to unilaterally change the fees and content of the Services and Challenges at any time, including the requirements for their successful implementation, or to discontinue them. The change may affect the services and challenges that were ordered or booked before the notification of the change. The Provider will endeavor to inform you in advance of the changes becoming effective and you have the right to cancel the contract.
- The data entered in the registration form can be checked, corrected and changed until the binding registration or purchase. The booking of the services requested by you is made by sending the subscription form. The Provider will immediately confirm receipt of your booking to your e-mail address. We archive the contract in electronic form and provide information in accordance with the General Data Protection notice.
- The Website is accessible through the most common web browsers. Internet access, purchase of the Equipment and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant that the Services are compatible with any particular device or software program.
- You acknowledge that trading platform operators are individuals or entities different from the Provider and that their own terms and conditions and privacy policies apply when you use their services and products. Before submitting the subscription form, you are required to read these terms and conditions and privacy policies. This also applies to any third-party providers whose service – e.g. webinars – you book.
- If the Client places an unusually large number of orders for the Services within an unreasonably short period of time, Provider may notify Client through the Client Portal or by email or telephone as a protective measure to curb potentially harmful or gambling behavior by Client or a third party. If such inappropriate behavior continues after such notification, Provider reserves the right to suspend all further orders of the Services by the Client. If Provider determines that the unusual behavior under this clause is related to the Client's involvement in prohibited trade practices, Provider may take the actions set forth in clause 5 of these GTC's.

## **NO USE OF VPN**

Please be advised that we do not permit the use of VPNs to access our services or make purchases from restricted locations. If you attempt to purchase our products while using a VPN to hide your



location or bypass regional restrictions, we want to make it clear that our company will not be held liable for any misconduct associated with this action.

Using a VPN to access our services from a restricted location may violate our terms of service and may result in the suspension or termination of your account, as well as any associated orders. Additionally, it may have legal implications depending on the laws of your jurisdiction.

## **TERMS OF PAYMENT**

- The fees are calculated and payable in USD. The Client acknowledges that the fees must be paid in USD, and payments in any other currency will not be accepted. The fee amount is as listed on the website and must be paid in USD. The Client acknowledges that the amount to be paid will correspond to the USD fee specified at the time of payment.
- The service fees are inclusive/exclusive of all taxes. If the Client is an entrepreneur (trader), he is obliged to fulfill his tax obligations in connection with the use of our services in accordance with applicable law and, in the event of an obligation, to duly pay taxes or other duties.
- Client can pay the fee for the selected option using one of the available payment options that Provider currently offers and that are listed on the website.
- In case of payment by a payment card or other express payment method, the payment shall be made immediately. The Client shall bear all fees charged to the Client by the selected payment service provider (according to the valid price list of the payment service provider) in connection with the transaction, and the Client is obliged to ensure that the respective fee for the selected option is paid in full.
- Client authorizes their credit card to be charged and processed through PropShopTrader OÜ merchant account. Client attests that all information, including the name and personal information are true and correct and shall be updated by client if changes occur. Client shall not sign up under any other name except your legal name. You shall not impersonate anyone. Client shall not transfer the rights of their account to anyone else and there are no third-party beneficiaries to the services. Client certifies it is not prohibited by applicable law to Client and they are authorized to use Provider's services and Provider is not responsible for client using the service in any way that breaks applicable law to the client. User shall not share the account login information with anyone. User is responsible for any use associated with their account.
- Third Party payments are not allowed. The name on the user account registered with PropShopTrader, the name on the purchase transactions within the user account and the name of the person receiving the payouts for the respective user account, must all be the same. Purchases using payment methods of different persons to the person registered for the account with PropShopTrader will be refunded (minus Rithmic fee's) and the user account will be closed. Attempted payouts to third parties will lead to the cancellation of the payout and closure of the user account.
- Market Data Billing: Client understands billing for an extra session or for upgraded market depth shall expire at the end of each month. Client's subscription date has no effect on this billing and must be manually renewed each month.
- Professional Data Fees: Client understands if they select professional data fees, there shall be a \$150 extra charge per month billed from the beginning to the end of the month, no matter when the user starts. If the user does not mark professional data, then there shall be no extra charge for top level data.



## CLIENT PORTAL

- Only one Client portal is allowed per Client and all services of the Client must be maintained in the Client portal. In addition, Provider reserves the right to cap the number of accounts per client.
- Access to the Client portal and the trading platform is protected by login data. All logins are individualized and may only be used by the authorized user. The user is obliged to keep login and password secret and to protect them from unauthorized access by third parties. If there is a suspicion of misuse by third parties, the user will inform the provider immediately. The Provider reserves the right to change the login and password of a User; in such a case, the Provider shall inform the Client immediately.
- If the Client has registered as a legal entity, it may allow the Client's employees or other authorized employees and representatives to use the Services through the Client's Portal.
- The Client is responsible for all activities carried out through the Client Portal or the Client Trading Platform. The Provider shall not be responsible, and the Client shall not be entitled to any compensation for any misuse of the Client Portal, the Trading Platform or any part of the Services, nor shall the Provider be responsible for any negative consequences resulting therefrom for the Client if such misuse occurs for reasons that are on the Client's side.
- The Client acknowledges that the Services may not be available 24/7, in particular with regard to maintenance, upgrades or for other reasons. In particular, the Provider shall not be responsible for and the Client shall not be entitled to any compensation for the unavailability of the Client Portal or the Trading Platform and for any damage to or loss of data or other content that you upload, transfer or store via the Client Portal or the Trading Platform.
- The Client may request the deletion of the Client Portal at any time by sending an e-mail to [support@propshoptrader.com](mailto:support@propshoptrader.com). Sending a request for deletion of the Client Portal shall be considered as a request for termination of the Contract by the Client, in which case the Client shall no longer be entitled to use the Services, including the Client Portal and the Trading Platform. The Provider shall immediately confirm receipt of the request to the Client by e-mail, which shall terminate the contractual relationship between the client and the Provider. In such a case, the Client shall not be entitled to a refund of any fees already paid or any other costs incurred. Please note that the processing of data in this case is carried out in accordance with clause 1.6 of these GTC's and in accordance with our separate data protection notice.

## RULES FOR DEMO TRADE (Warrior Phase and/or Gladiator Phase)

- During demo trading on the Trading Platform, you may execute all Transactions unless they involve prohibited trading strategies or practices as defined in our overview of prohibited trading practices, [HERE](#), which is integral part of these General Terms and Conditions. You also agree to comply with the standard market rules and practices for trading on the financial markets (e.g. risk management rules). Restrictions may also be imposed by the trading conditions of the trading platform you have selected for trading.
- You acknowledge that the Provider has access to information about the Demo Trades that you execute on the Trading Platform. You consent to the Provider disclosing this information to persons/entities that have a group relationship with the Provider or are otherwise affiliated with the Provider, and you consent and authorize the Provider and such persons/entities to handle this information as they see fit in accordance with the General Data Protection Rules. You agree that these activities may be carried out automatically without requiring any further consent or authorization from you and that you are not entitled to any compensation or revenue in connection with the Provider's use of the Data. The Provider understands that you are not providing any investment advice or recommendations to the Provider through your

Demo Trade. You acknowledge that you may suspend your Demo Trading on the Trading Platform at any time.

- The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruptions, delays or inaccuracies in the market information displayed via your Client Portal.
- In addition, you have to comply with our prohibited trading practices and gambling policy as set out [HERE](#), which also are integral part of these General Terms and Conditions.
- If you engage in any of the [prohibited trading practices](#) described in our overview of prohibited trading practices the Provider may take one or more of the following actions:
  1. Consider this as a failure to comply with the terms of the relevant Challenge of The Warrior Phase, potentially disqualifying the Client from further participation or progression within the challenge or any associated benefits.
  2. The Provider may remove the Transactions in violation of the prohibition from the Client's trading history and/or not include their results in the profits and/or losses generated by the Sim Trading. This action aims to maintain the integrity of the trading history and ensure that prohibited practices do not influence overall trading performance records.
  3. The Provider reserves the right to immediately terminate all Services provided to the Client and subsequently terminate this Agreement. Such action will be taken to safeguard the Provider, other traders, and the broader trading ecosystem from the risks associated with prohibited trading practices.
  4. Additionally, the Provider may also take remedial actions such as reducing the Client's leverage to mitigate risks associated with excessive exposure and to encourage adherence to sound risk management practices. This measure aims to reinforce responsible trading and align the Client's actions with the established guidelines and risk parameters.
- If any or all of the Prohibited Trading Practices are carried out on one or more Sim Accounts of a Client or on accounts of different, the Provider shall be entitled to cancel all Services and terminate all relevant contracts in respect of all Sim Accounts of the Client. Provider may take any of the actions set forth in Section 5.5 and Section 5.6 at its sole discretion.
- If Clients accounts are used for or involved in the prohibited trading practices, this may also constitute a violation of the respective terms and conditions for third party accounts and may result in the cancellation of all such user accounts and termination of the respective agreements by the third-party provider.
- If the Client repeatedly engages in any of the practices described in Article 5.4 and the Provider has previously notified the Client thereof, the Provider may deny the Client access to all or part of the Services, including access to the Client Portal and the Trading Platform, without any compensation. In such a case, the Client shall not be entitled to a refund of the fees paid.
- The Provider shall not bear any responsibility for trading or other investment activities that the Client performs outside the relationship with the Provider, e.g. by using data or other information from the Client Portal, the trading platform or in any other way in connection with the services in real trading on the financial markets, even if the Client uses the same trading platform for such trading that it uses for demo trading. This shall also apply in particular to any services of third parties which the Client uses via the platform – e.g. within the scope of webinars.
- Developments on the financial markets are subject to frequent and abrupt changes. Trading on the financial markets may not be profitable and may result in significant financial losses. Any

past performance and profits of the Client in demo trading are not a guarantee or indication of future developments or developments in any real trading by the Client.

### THE EVALUATION PHASE(WARRIOR PHASE)

- After paying the fee for the selected Challenge, ("Challenge"/Warrior Phase), the Client will receive the corresponding login data for the Trading Platform to the e-mail address provided by the Client or in the Client Portal. The Client activates the Challenge/Warrior Phase at the moment when he/she has paid the corresponding fee for the offer. IF YOU ARE A CLIENT, YOU ACKNOWLEDGE THAT BY OPENING THE FIRST DEMO TRADE, YOU EXPRESSLY REQUEST THE PROVIDER TO PROVIDE THE SERVICES BEFORE THE EXPIRATION OF THE WITHDRAWAL PERIOD, WHICH AFFECTS YOUR RIGHT OF WITHDRAWAL, AS FURTHER DETAILED IN CLAUSE 12 BELOW. If you do not activate your account within 30 calendar days of the date it was provided to you and do not cancel it before the end of this period, you will still be charged on your renewal date and forfeit any chance of a refund.
- If the Client has fulfilled the conditions of the Challenge as specified in the Challenge rules communicated on <https://propshoptrader.com/> and at the same time has not violated these General Terms and Conditions, in particular the rules of demo trading according to Clause 5.4, the Provider shall evaluate the Challenge as passed.
- In order for the Client to meet the conditions for passing a Challenge, the Client must comply with the following:
- The Client has fulfilled the conditions of the respective Phase(s) as described on the website <https://propshoptrader.com/>
- The Client has not violated these GTC's, in particular not violated the rules of demo trading according to clause 5.4. and
- If during the Challenge the Client fails to meet any of the conditions set forth in Section 6.6, the Challenge will be assessed as failed and the Client will not be granted access to the Payout Sim Account (Gladiator Phase) offered by PropShopTrader OÜ. In this case, the Client's account and services will be terminated without refund of the fees already paid.
- The Provider recommending the Client as a candidate for the Payout Sim Account does not guarantee in any way the acceptance of the Client into the Gladiator Phase.
- The Client has the right to reset his/her Warrior account at any time during the Evaluation as long as more than one (1) calendar day remains in the challenge. This will reset the account balance and payout limits, but **not the calendar day countdown**. The Client will have the remaining days since the purchase of the Evaluation.
- The Client may extend their account by not canceling their membership. If the Client does not cancel their membership before the end of the 30-day subscription period, an additional 30 days will be granted on the renewal date. Previous progress will be maintained, and the Client's account will not change after the renewal.

### THE GLADIATOR PHASE (PAYOUT SIM ACCOUNTS)

If the Client successfully completes The Warrior Phase, the Client will be allowed to enter into the Gladiator Phase and receive a Payout Sim Account. Alternatively, the Client may opt for an Instant Gladiator Account to begin trading without undergoing the evaluation phase. In order to proceed from Warrior/Evaluation to Gladiator Payout Sim Account, the Client must abide and sign in full the Gladiator Service Contract. The Warrior Phase has different contract terms than the Gladiator Phase. Both being SIM Trading Accounts, they constitute different terms and conditions as it pertains to Gladiator Account payouts. Such details will be confined to the Gladiator Contract and are only accessible upon successful completion of Warrior/Evaluation with granted access to Gladiator Phase





via contract or upon purchasing an Instant Gladiator Account (Payout Sim Account).

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

- The Website and all Services, including the Client Portal, its appearance, and all applications, data, information, multimedia elements such as text, drawings, graphics, design, icons, images, audio and video samples, and any other content that may comprise the Website and Services (collectively, the “Content”), are subject to legal protection under copyright laws and other legal provisions and are owned by Provider or its licensors. Provider grants you a limited, non-exclusive, non-transferable, non-assignable and revocable license to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of Provider or its licensors.
- All trademarks, logos, trade names and other designations are the property of the Provider or its licensors, and the Provider does not grant you permission to use them. Clients are prohibited from publishing the Provider’s company logo or trademark on their own marketplace. Only a link to PropShopTrader OÜ homepage and the use of the Affiliate Trading Program logo – if a partnership exists – is allowed.
- In addition, The material and content (hereinafter referred to as the “Content”) accessible from this site, and any other World Wide Website owned, operated, licensed, or controlled by our Company is the proprietary information of our Company or the party that provided the Content to our Company, and our Company or the party that provided the Content to our Company retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of our Company, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms and Conditions violates our Company’s intellectual property rights.
- Both the Client and the Provider undertake to act honestly in the performance of the Contract and, in particular, not to damage the reputation and legitimate interests of the other party. The Client and the Provider shall resolve any disagreements or disputes between them in accordance with these GTC’s and applicable law. Except for the rights expressly set forth in these GTC’s, Provider does not grant you any other rights with respect to the Services and Other Content. You may use the Services and Other Content only as set forth in these GTC’s. Therefore, you may not use this website and/or our services for any other purpose, including any commercial purpose, without the Provider’s express prior written consent. For example, you may not (and may not authorize any other party) to (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of our Company. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with our Company in causing any unauthorized co-branding, hyper linking immediately to cease.
- When accessing the Services and other Content, the following is prohibited:
- Use tools that may interfere with the operation of the Site and Services or that are designed to exploit errors, bugs or other inadequacies of the Site and Services;

- Circumvent geographical restrictions on availability or other technical limitations;
- Make copies or backups of the Website and other content;
- Modify, decompile, disassemble, or otherwise alter the Site or any other content;
- Sell, rent, loan, license, distribute, reproduce, disseminate, stream, broadcast or otherwise use the Services or any other Content other than as permitted under these GTC's;
- Use automated means to view, display or collect information available through the Site or Services; and
- Use any other tools or means that could cause harm to the provider.
- The provisions of this clause 8 are not aimed at depriving the Client of his consumer rights, which cannot be excluded by law.

## **DISCLAIMER/LIMITATION OF LIABILITY**

The Provider's servers are secured in accordance with the state of the art, in particular by firewalls. You acknowledge that the Services and other Content are provided "as is" with all their faults, defects and inadequacies and that their use is at your sole responsibility and risk. To the fullest extent permitted by law, Provider disclaims all warranties of any kind, either statutory, contractual, either expressed or implied, including any warranties of quality, merchantability, fitness for a particular purpose or non-infringement. Therefore, you also understand that our Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Our Company does not. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Company. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this site is not exhaustive and does not cover all issues. OUR COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR- FREE , THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT OUR COMPANY, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. OUR COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO RESPONSIBILITIES.

- Claims of the Client for damages are excluded. Excluded from this are claims for damages by the Client arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Provider, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Client's claims for damages are based on injury



to life, body or health. The above limitations of liability shall also apply to the legal representatives and vicarious agents of the Provider if claims are asserted directly against them.

- To the extent permitted by mandatory provisions of applicable laws, Provider shall not be liable for any damages, including indirect, incidental, special, punitive or consequential damages, including lost profits, lost data, personal or other non-monetary damages or property damage, loss of revenue or income, pain and suffering, emotional distress, caused by the use of the Services or reliance on any tool, functionality, information or other content available in connection with the use of the Services or elsewhere on the Website. Provider is not responsible for any third-party products, services, applications or other content that Client uses in connection with the Services. This includes, in particular, any third-party trading platforms, webinars or training courses that the Client may book via the Platform. If the Provider's liability in connection with the operation of the Website or the provision of the Services is derived by a court or other competent authority, such liability shall be limited to the amount of \$100 or to the amount corresponding to the fee paid by the Client for the Services in connection with which the Client incurred the damage. The above exclusion of liability shall also apply to the legal representatives, subsidiaries, Affiliates, Licensors, Service Providers, Employees, Agents and Officers of the Provider if claims are asserted directly against them.
- The Provider shall not be liable for failure to provide the purchased Services if such failure is due to serious technical or operational reasons beyond its control, in case of crisis or impending crisis, natural disaster, war, riot, pandemic, threat to a large number of people or other force majeure events and/or if the Provider is prevented from providing the Services due to legal obligations or a decision of a public authority.
- You will indemnify and hold the Provider, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the "Indemnified Parties") harmless from any breach of these Terms and Conditions by you, including any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use, any allegation that any materials that you submit to us or transmit to us infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and/or your activities in connection with any COMPANY products or services.
- The Provider reserves the right to modify, change, replace, add or remove elements and functions of the Services at any time and without compensation. In particular, the Provider reserves the right to block third party providers or remove their offer from the platform if infringements of the law become known.
- Claims based on liability for material defects shall remain unaffected. The provisions in clause 9 of these terms and conditions are not intended to deprive the Client of its consumer or other rights that cannot be excluded by law.
- This site may be hyperlinked to other sites which are not maintained by, or related to, our Company. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this site or our Company. Our Company has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the user's own risk, and our Company makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the

inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by our Company.

## COMMUNICATION AND CODE OF CONDUCT

- You acknowledge that any communication on the part of the Provider or its partners in connection with the provision of Services will be made via the Client Portal, the telephone number or your e-mail address that you register with us. Written electronic communication by email or through the Client Portal will also be considered written communication.
- Our contact email address is [support@propshoptrader.com](mailto:support@propshoptrader.com), our contact address is Võru tn 254, Tartu linn, 50115 , Estonia .

We desire a respectful and positive learning environment and community. Therefore, users shall provide respect, honesty, and integrity and shall not have emotional outbreaks that are rude, make harmful comments, be abusive to staff or other users, or be defamatory, or libelous on any comments. All users must abide by our code of conduct below:

Code of Conduct:

- Positive comments welcomed
- Constructive feedback is appreciated
- User experience should be pleasant for all experience levels
- Please note there is a vast variety of trader experience
- Please respect each trader learns and advances differently
- No swearing, slander, negative communication or negative feedback

Failure to abide by these standards will result in expulsion from the company resources without continuation of paid services. We reserve the legal right to ban or terminate any and all people in breach of our rules and terms without warning or just cause.

Please see the FAQ page on the website <https://propshoptrader.com/> to fully understand the risk models and rules of each product and program. User agrees they understand the models before they subscribe. Users are only permitted to trade using the supported platforms, markets and products provided by our company.

## Revocation policy

### Right of revocation:

You have the right to revoke this contract within 14 days without giving any reason. The revocation period is fourteen days from the conclusion of the contract. To exercise your right of revocation, you must inform us (PropShopTrader OÜ, Võru tn 254, Tartu linn, 50115 , Estonia e-mail: [support@propshoptrader.com](mailto:support@propshoptrader.com)) by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract.

You can use the model revocation form below for this purpose, which is, however, not mandatory. If you make use of this option, we will send you a confirmation of receipt of such a withdrawal without delay (e.g. by e-mail).

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### Consequences of the revocation

If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your

decision to revoke this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

If you have requested that the services should commence during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of revocation in respect of this contract compared to the total scope of the services provided for in the contract.

### **Expiry of the right of refund**

The right of withdrawal expires for contracts for the provision of digital content that is not on a physical data carrier under the following conditions:

- We have commenced performance of the contract,
- You have expressly consented to us commencing performance of the contract before expiry of the withdrawal period,
- You have confirmed that you are aware that your right of withdrawal expires with the commencement of the performance of the contract as a result of your consent, and
- We have provided you with these Terms and Conditions

### **Sample cancellation form**

(Fill out and return this form only if you want to revoke the contract).

PropShopTrader OÜ, add address and email address

I/We (\*) hereby declare that I/we (\*) accept the contract concluded by me/us for provision of the following services/digital content (\*)

### **OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES**

Our goal is for our Clients to be satisfied with our services; therefore, we are happy to resolve any complaints or suggestions directly with you, and you may contact us at our email address or at our address listed in clause 10.2 above.

This section applies only to a consumer who is also a resident of the EU.

### **CHOICE OF LAW AND JURISDICTION**

- Estonian law shall apply to the legal relationships established by or connected with these GTC's as well as to all non-contractual legal relationships connected therewith. The place of jurisdiction for all disputes is – if permissible in Tartu, Estonia. The provider is also entitled to sue at the general place of jurisdiction of the client.
- The provisions of the above clause 13.1 do not deprive consumers of the protection afforded to them by the mandatory legal provisions of the relevant Member State of the European Union or any other legal system.

### **FINAL PROVISIONS**

- These GTC's constitute the complete terms and conditions agreed upon between you and the Provider and supersede all prior agreements, whether oral or written, relating to the subject matter hereof.
- The European Commission provides a platform for out-of-court online dispute resolution. You can find this platform at the following link: <https://ec.europa.eu/consumers/odr/> . We do not participate in a system for alternative dispute resolution within the meaning of the ODR Regulation or in consumer arbitration within the meaning of the Consumer Dispute Resolution Act (VSBG) and are not legally obliged to do so.



## DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

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

- “Client Portal” means the user interface on the website <https://propshoptrader.com/> ;
- “Content” means the Website and all Services, including the Client Portal, its appearance and all applications, data, information, multimedia elements such as text, drawings, graphics, design, icons, images, audio and video samples and other content that may constitute the Website and Services (as set out in clause 8.1 above);
- “Client” means the user of the Services or Exchange Challenges (as the case may be) as set out in Clause 1.1 above;
- “Warrior Phase” or “Challenge” or “Evaluation” means demo trading accounts related to trading evaluations provided as part of the Services by Provider;
- “Payout Sim Account” means a demo trading payout account relating to PropShopTrader OÜ Gladiator Phase provided by the Provider;
- “Prohibited Trade Practices” are trade practices that are strictly prohibited in the use of our Services and are further explained in Clause 5.4 of these GTC’s;
- “GTC” means these General Terms and Conditions of PropShopTrader OÜ;
- “Provider” means the provider of certain Services (as set out in Clause 1.1 above);
- “Appendices” means the appendix and any additional appendices that are part of these GTC’s;
- “Services” means the services of Provider as described in clauses 1.1 and 1.4 above;
- “Trading Platform” means an electronic interface provided by a Third Party through which the Client conducts Demo Trading; and
- “Website” means the website <https://propshoptrader.com/> .
- For the purposes of the GTC’s and its Annexes, the following expressions and abbreviations shall have the following meanings:
- “Calendar Day” means the period from midnight to midnight of the time currently in effect in New York (Eastern Time, ET);
- “Starting Account Size” is a notional amount chosen by the Client when selecting PropShopTrader OÜ Challenge option and used for demo trading;
- “EUR” means the Euro;
- “USD” means the United States dollar;