

## **GENERAL TERMS AND CONDITIONS OF TRONEXO a.s.**

**Version 1.1 – effective from 8 October 2026**

### **Article 1 – Introductory Provisions**

1.1 These general Terms and Conditions (hereinafter referred to as the ‘**Terms**’) set out the rights and obligations of users (hereinafter referred to as the ‘**User**’) when using the Services offered by the operator via its website and related platforms (hereinafter referred to as the ‘**Website**’). Please read these Terms carefully before you start using the services. If you do not agree to them, do not use the services.

1.2 By entering into a contractual relationship – whether through registration or by using any of the Services – you express your consent to these Terms and Conditions, which form an integral part thereof. The Services may only be accessed once you have confirmed your acceptance of these Terms and Conditions.

1.3 The Services are intended exclusively for natural persons aged 18 or over who have full legal capacity and whose use of the Services is not prohibited or restricted by the laws of the country of their residence, place of stay or the location from which they use the services. The Services are not intended for legal entities, minors, persons with limited legal capacity, or persons acting on behalf of, for the account of, or for the benefit of a legal entity, a financial institution, a professional financial market participant or any other third party. The User confirms that they are a natural person aged 18 or over, that they meet the conditions set out in this provision, and that they will not use the Services from a territory where their use would be restricted or prohibited by law. The User also undertakes to act in accordance with the laws applicable to them.

1.4 The Provider reserves the right to refuse or restrict access to the Services to individuals who are resident in or nationals of prohibited jurisdictions, are subject to international sanctions, or have been convicted of offences relating to financial crime or terrorism.

1.5 The Services provided by the Provider are educational, analytical and evaluative simulations designed to test the User’s decision-making abilities, discipline, risk management and performance within a simulated trading environment. The Services do not constitute trading in financial instruments, an investment service, a brokerage service, asset management, the acceptance of deposits, trading in securities, commodities or derivatives, or any other regulated financial activity.

All references to trading, trading accounts, trading platforms, profit, loss, performance, ‘Payout’ or similar terms are used exclusively in the context of a simulated, educational and evaluation environment and must not be interpreted as a reference to real trading, real funds, investment returns, securities, commodity contracts, derivatives or any other regulated financial instrument.

1.6 None of the Services constitutes an investment service within the meaning of the relevant legislation. The Provider does not provide investment advice, trading recommendations or instructions, whether through its employees or representatives. Any information provided as part of the Services is not intended to serve as a basis for investment decisions. Should the information be interpreted in this way, the Provider accepts no liability. The User declares that they do not use the Services as a substitute for investment advice or as a tool to gain access to real financial markets via the Provider, but solely for training and testing purposes.

1.7 All payments made in connection with the Services are deemed final and are used solely for simulation and educational purposes.

## 1.8 Definitions

For the purposes of these Terms and Conditions, the terms set out below shall have the following meanings:

**Terms and Conditions:** These Terms and Conditions refer to these general terms and conditions, which govern the rights and obligations of the contracting parties in relation to the provision and use of the Services.

**User:** A natural person aged 18 or over who has subscribed to one of the Provider's Services and uses it in accordance with these Terms and Conditions. If the User is a consumer, consumer protection provisions also apply to them.

**Provider:** The Provider of the Services under these Terms and Conditions is TRONEXO a.s., Company Registration Number: 108 52 051, with its registered office at Jana Palacha 2944, Zelené Předměstí, 530 02 Pardubice, registered in the Commercial Register maintained by the Regional Court in Hradec Králové under file no. B 3767. The Provider operates the Website, offers the Services in accordance with these Terms and Conditions, and is a party to the contractual relationship entered into with the User, unless expressly stated otherwise in relation to a specific Service, order, Cooperation Agreement or other contractual document.

**Website:** The website operated by the Provider through which the Services are offered, including all its subpages, functionalities and related platforms.

**Agreement:** The contractual relationship between the Provider and the User established by the ordering of a Service and the acceptance of these Terms and Conditions. The Agreement may be further extended by an individual agreement, in particular a cooperation agreement for the TRONEXO Trader scheme (hereinafter referred to as the "Cooperation Agreement").

**Services:** All products and programmes provided by the Provider, whether subject to a fee or free of charge, in particular: a simulated (fictitious) trading environment, access to practice trading accounts, analytical tools, reporting, educational materials, 'Learn from the Best' services, the affiliate programme, Wallet administration and other related tools.

**User Account:** A personal, secure interface available to the User following registration and login, serving in particular to: (i) manage and monitor the progress of the purchased TRONEXO Challenge programme, (ii) access login details for the trading application, (iii) manage the Wallet and Payout requests, (iv) communicate with the Provider.

**Trading platform:** A technical interface (for example, a third-party trading application) to which the User gains access upon activation of a specific phase of the programme and within which they carry out simulated trades.

**Trading account:** A virtual account intended for simulated trading within the Services. The balance on this account does not constitute actual funds, and any profit or loss has no direct financial impact on the User.

**TRONEXO Challenge:** A service offered by the Provider, which consists of structured phases and takes place exclusively in a simulated trading environment. By purchasing the Challenge, the User gains access to a

simulated Trading Account and has the opportunity to progress through the individual phases in accordance with the rules set out in these Terms and Conditions and the rules of the specific Challenge.

**TRONEXO Trader:** Upon completing the One-phase Challenge and the Two-phase Challenge, or upon purchasing the Instant Challenge and entering into the Cooperation Agreement, the User may, subject to the conditions set out in these Terms and Conditions and in the Cooperation Agreement, switch to TRONEXO Trader mode, where, amongst other things, they may be able to request a Payout within their TRONEXO Account.

**TRONEXO Account:** A TRONEXO Account is an account held in TRONEXO Trader mode, which is used to continue trading in a simulated trading environment after fulfilling the conditions of the relevant Challenge and after fulfilling any further conditions set out in these Terms and Conditions or the Cooperation Agreement. A TRONEXO Account is distinct from the Trading Account used during the TRONEXO Challenge phase. This account remains a simulated account and is not an investment account, a payment account or an account containing real funds.

**Payout:** A Payout means the internal crediting of Credits to the User's Wallet as a contractual reward for the provision of trading, analytical, performance or other outputs generated by the User within the simulated TRONEXO Account environment and for permitting their use by the Provider to the extent set out in these Terms and Conditions or the Cooperation Agreement.

A payout does not constitute a share in any actual or simulated profit, an investment return, a return from trading on financial markets, a fee for capital management, a disbursement of funds, or the User's participation in trading with the Provider's or a third party's capital.

A Payout is an internal accounting transaction within the Provider's system. Any actual financial payment to the User may only take place via a Withdrawal, and only after the conditions set out in these Terms and Conditions, the Cooperation Agreement and the Provider's internal approval have been met.

**Withdrawal:** A Withdrawal refers to the process of withdrawing eligible Credits recorded in the User's Wallet outside the Provider's internal system, in particular to an external bank account or another payment method supported by the Provider. Actual financial settlement with the User may take place exclusively via a Withdrawal, and only following its approval by the Provider and upon fulfilment of the conditions set out in these Terms and Conditions.

**Wallet:** The Wallet is the Provider's internal record-keeping interface designed to record Credits credited to the User. The Wallet is not a payment account, an electronic wallet or an account maintained under the Payment Services Act.

**Credit:** An internal accounting unit recorded in the Provider's system, which serves solely to express the User's entitlement to a potential performance-based reward or other reward within the Services. Credit does not constitute cash, electronic money, a deposit or any other financial instrument.

**Programme:** A general term for a specific combination of Services or Challenges, including their individual phases, which the Provider offers in a particular configuration.

**Fee:** A sum of money paid by the User for access to a specific variant of a Service or Programme.

**Content:** All textual, graphic, audiovisual, interactive or other digital material available on the Website, in the User Account or as part of the Services, including information, illustrations, instructions, icons, templates and files.

**Slippage:** The difference between the price specified by the User when submitting an order and the price at which the order was actually executed (simulated). Slippage may arise as a result of technical delays on the part of the User or the system; however, within the scope of the Provider's services, orders are not actually sent to the exchange.

**Net Open Position (NOP):** The total open exposure of an account, expressed, for example, as a percentage of equity or the account balance. The Provider is entitled to set a maximum NOP, in particular to limit speculative behaviour, and to reduce these limits at any time, particularly during the TRONEXO Trader phase.

**Terms and Conditions:** A collective term for these Terms and Conditions and all their amendments, annexes or separate contractual documents relating to the Services.

**TRONEXO Affiliate Programme:** A programme that enables Users to earn rewards for recommending TRONEXO Services to other persons, in the form of commissions on orders placed or fees paid by such persons.

**FAQ:** The 'Frequently Asked Questions' section on the Website, which provides additional information, guidance and explanations regarding the use of the Services. However, in the event of any conflict, the wording of these Terms and Conditions shall prevail.

**World Trading Championship (WTC):** The Provider's internal competition, marketing and evaluation programme intended for Users in TRONEXO Trader mode, under which selected simulated results achieved via a TRONEXO Account are compared in accordance with the rules set out in these Terms and the WTC rules. Participation in the WTC may be linked to the opportunity to earn a WTC Reward.

**Programme Rules:** Separate rules applicable to a specific Service, Programme or TRONEXO Challenge variant, setting out, in particular, its trading, performance, pricing and technical parameters, including any Profit Target, Maximum Daily Loss, Maximum Loss, Minimum Trading Days, Consistency Rule, Payout Rate, Payout conditions, amount of virtual capital and other parameters of the relevant Service. The Programme Rules are made available to the User on the Website, in the User Account or during the ordering process before the contract for the relevant Service is concluded.

## **Article 2 – Ordering and Use of Services**

2.1 The User orders the Services via the Website after familiarising themselves with their description, price and terms of use. An order is deemed to be a proposal to enter into a Contract and becomes binding upon its submission via the order form. By entering into the Contract, the User confirms that they have read and agree to the Terms and Conditions.

2.2 The Provider's offer may include various product and programme options, which may differ in terms of their content, functionality and the scope of access to individual tools.

2.3 Upon receipt of the order, the User is sent a confirmation of receipt to the email address specified in the order. The Contract is concluded upon delivery of this confirmation to the User. Access to the ordered Service (in particular to the TRONEXO Challenge) is granted to the User upon payment of the fee for the selected service option.

2.4 The TRONEXO Challenge Service includes the provision of access credentials to a simulated Trading Account on which the User fulfils the specified objectives and limits of the individual challenges. Access to the Trading Account and the relevant Trading Platform is provided or made available to the User by the Provider, unless expressly stated otherwise in these Terms and Conditions. The access credentials are sent by email without undue delay following payment of the Service fee.

2.5 TRONEXO Challenge is a service providing a simulated (fictitious) trading environment. As part of the provision of the Service, no trading in real financial instruments takes place, nor are any real funds handled. The results achieved by the User within the TRONEXO Challenge are for demonstration and educational purposes only.

2.6 Each TRONEXO Challenge may have its own Programme Rules setting out the specific conditions and parameters of the relevant Service. The Programme Rules form part of the contractual relationship between the Provider and the User in relation to the specific Service ordered. The Programme Rules made available to the User prior to the conclusion of the contract for the relevant Service and applicable at the time the Service was ordered shall govern that Service, unless otherwise expressly provided in these Terms and Conditions, the Programme Rules or mandatory applicable law.

By ordering the Service, the User confirms that they had the opportunity to familiarise themselves with the relevant Programme Rules in advance.

2.7 A User may have a maximum of four (4) TRONEXO Challenges active simultaneously within their User Account, with each TRONEXO Challenge being regarded as a separate Service with its own terms and conditions, Trading Account and Fee. This limit applies within a single User Account and may be monitored or technically enforced by the Provider at the time of ordering. This is without prejudice to the prohibition on the creation, ownership, control or use of multiple User Accounts by a single person, whether directly or indirectly, in accordance with these Terms and Conditions.

2.8 Upon successful completion of the TRONEXO Challenge and prior to entering the TRONEXO Trader mode, the User is obliged to enter into a separate Cooperation Agreement with the Provider. This agreement governs, in particular, the terms and conditions of the TRONEXO Trader mode, the activation of the TRONEXO Account, the rules governing the User's activities in the simulated environment, the conditions for any Payout, the conditions for subsequent Withdrawals, the method of internal calculation of the contractual remuneration, and the User's tax and administrative obligations.

The conclusion of the Cooperation Agreement does not in itself give rise to an automatic entitlement to a Payout, Withdrawal or any other performance; it is merely one of the conditions for the possible provision of access to the TRONEXO Trader mode and the TRONEXO Account.

2.9 The User acknowledges that individual TRONEXO Challenges always take place on a single simulated trading account.

2.10 The User undertakes to provide true, up-to-date and complete information not only upon registration, when placing an order or creating a User Account, but at any time whilst using the Services and throughout the entire duration of their User Account.

All information provided by the User via forms, the User Account, the Trading Platform, communication with the Provider, verification processes or by any other means must be true, up-to-date, complete and must not be misleading. The User is obliged to update any changes to their details in their User Account without delay or to inform the Provider of such changes.

The User bears full responsibility for the accuracy, completeness and up-to-date nature of the information provided. The Provider is under no obligation to continuously check or verify the accuracy of the information. Providing false, incomplete, out-of-date or misleading information may constitute grounds for restricting or suspending the Services, suspending the User Account, rejecting a request for a Payout or Withdrawal, or terminating the contractual relationship.

2.11 The Services are intended exclusively for natural persons. Legal entities are not authorised to create a User Account, order the Services or use them, unless the Provider expressly stipulates otherwise in writing. The User is not authorised to provide details of a legal entity or to act on behalf of, for the account of, or in the interests of a legal entity during registration, when placing an order, making a payment, verifying their identity, or whilst using the Services. If the User provides an identification number, tax identification number, business name or other details suggesting that they are acting as a trader or on behalf of a legal entity, the Provider is entitled to request further clarification and supporting documents, to refuse the order, to suspend or cancel the User Account, to refrain from activating the Service, to refuse a Payout or Withdrawal, or to terminate the contractual relationship. This is without prejudice to the Provider's right to permit the use of a specific Service by a natural person acting as a business operator, provided that the Provider expressly approves such use and that such use does not contravene these Terms and Conditions, the rules of the specific programme or applicable legislation.

2.12 The fee for a product option may vary depending on the selected parameters, which include, for example, the amount of the initial notional capital, the level of risk assumed, the set limits and the conditions that must be met in order to successfully complete the programme, and, where applicable, other optional configurations. Detailed information on the fee amounts for individual variants is provided on the Provider's Website. The final price will be determined based on the choices made by the User when completing the order. The Provider also reserves the right to offer Services under individually negotiated terms, with the decision to grant such terms being at its sole discretion. Various discounts and benefits may not be combined without express consent.

2.13 The fee applies to the provision of Services under the selected option and becomes payable upon completion of the order. The User is not entitled to claim a refund of the fee should they decide not to use the service, terminate it prematurely, fail to complete the subsequent phase, fail to meet the programme's conditions, request the cancellation of their user account, or otherwise cease using the services. Similarly, there is no entitlement to a refund of the fee in the event of a breach of these terms and conditions.

2.14 If the User initiates an unauthorised dispute or claim regarding a fee already paid with their payment service provider (e.g. by submitting a cancellation request via a 'chargeback' or similar mechanism), the

Provider is entitled, at its own discretion, to terminate the existing Services and, at the same time, to refuse any future orders from that User.

2.15 The parameters of the Service and the Programme Rules applicable at the time of ordering shall remain binding for the specific Service ordered for the duration of that Service and shall also apply to any subsequent phases directly linked to it, unless otherwise provided by the nature of the relevant Programme or its Programme Rules.

Any subsequent change to the Provider's offer, Price List or Programme Rules applicable to newly ordered Services shall not alter the parameters of a Service already ordered. This is without prejudice to changes made in favour of the User or changes made in circumstances expressly provided for in these Terms and Conditions, the Programme Rules or mandatory applicable law.

2.16 To use the services, it is necessary to have suitable technical equipment, including a device with internet access, a standard web browser and, where applicable, third-party software, such as business applications. The User bears full responsibility for providing this infrastructure, ensuring it is operational and compatible with the Services. The Provider does not guarantee that the Services will function on all devices or in all systems. Access to the Services itself is free of charge beyond the agreed fees.

2.17 The number of TRONEXO Challenges that a User may have active at any one time is subject to the restrictions set out in clause 5.4 of these Terms and Conditions. Each TRONEXO Challenge is considered a separate Service with its own terms and conditions, Trading Account and Fee.

2.18 In the event that the Provider detects unusual behaviour consisting of an exceptionally high number of service orders within a short period of time, it may notify the User of this via the User Account. Such a measure is intended to prevent potential misuse or malicious conduct. If the suspicious behaviour continues even after the notification, the Provider reserves the right to temporarily suspend the processing of further orders or access to the services. Should the Provider assess such behaviour as constituting prohibited practices, it will proceed in accordance with the relevant provisions of these Terms and Conditions. The Provider also reserves the right to assess the specific situation at its own discretion.

### **Article 3 – Payment Terms and Wallet**

3.1 The price for individual Services, including the TRONEXO Challenge, is always stated on the Website at the time the order is placed. The price may vary depending on the selected option, trading platform, account currency or other service parameters.

3.2 The fees for individual programme options are normally quoted in US dollars (hereinafter 'USD'). The User may also choose to pay in other currencies, provided these are listed on the Provider's website. If the User selects a currency other than USD, the total amount will be automatically converted from USD to the selected currency at the exchange rate set by the Provider; the converted amount will be displayed before the order is confirmed so that it is clear how much needs to be paid. The User also acknowledges that, should they make a payment in a currency other than the one originally selected, the amount will be converted at the current exchange rate applicable at the time of the transaction, in a manner that may affect the final amount received by the Provider.

3.3 The prices listed on the Website include all applicable taxes, unless expressly stated otherwise. Where the User acts in the capacity of a trader, they are responsible for fulfilling all tax and fee obligations arising from the use of the Services provided in accordance with the legal system of the country in which they are established, and, should such an obligation arise, they are also obliged to duly pay the tax or other similar levy to the relevant authorities.

3.4 Payment for the selected programme option may be made in several ways, in particular by credit card, bank transfer or other available payment methods currently offered by the Provider and displayed on the Website. The specific availability of individual payment methods may vary depending on the User's country and the Provider's technical capabilities.

3.5 If the User chooses an express payment method, such as payment by card or via an online payment system, the transaction is usually processed immediately. If the User opts to pay by bank transfer, they will receive a pro forma invoice in electronic form at their email address. This invoice will show the amount corresponding to the selected product variant and will be issued in the currency chosen by the User when placing the order.

3.6 The User undertakes to pay the full amount within the time limit stated on the invoice. The payment is deemed to have been made at the moment the full amount is credited to the Provider's bank account. If payment is not made on time, the Provider has the right to unilaterally cancel the User's order without any entitlement to reimbursement or compensation.

3.7 The User bears full responsibility for any charges that may be levied by their bank, payment service provider or other financial institution in connection with the transaction. The User is also obliged to ensure that the full amount is received by the Provider without any deductions or withholdings, including any international fees or transfer charges.

3.8 Fees paid for the TRONEXO Challenge Service are non-refundable, even if the User:

- a) does not use the Service or discontinues its use;
- b) fails to meet the conditions for progressing to the next stage;
- c) breaches the Terms and Conditions or prohibited practices;
- d) loses their login details;
- e) breaches the cooperation agreement or fails to complete the TRONEXO Trader phase.

The only exceptions are cases provided for by law or situations where the Provider expressly decides to issue a refund.

3.9 The Provider may temporarily offer discounts, promotional offers or affiliate programmes. These discounts are always valid for a limited period and are not automatically granted.

3.10 The User acknowledges that any rewards to which they are entitled (in particular Payouts, affiliate rewards or other bonuses) are not credited to the User as funds, but exclusively in the form of internal Credits recorded in the Wallet.

3.11 One (1) Credit corresponds to the nominal value of one US dollar (1 USD) solely for the purposes of internal record-keeping and the calculation of entitlements. Credits do not constitute funds, electronic money or any other financial instrument, and do not represent a deposit by the User with the Provider.

3.12 The crediting of Credits to the Wallet is subject to prior verification and approval by the Provider. The approval of Credits is at the Provider's sole discretion and does not give rise to any legal entitlement on the part of the User to make a Withdrawal.

3.13 The User acknowledges that Payout and Withdrawal are two separate processes, whereby:

- Payouts take place exclusively within the Provider's internal system as part of the Wallet;
- Withdrawal constitutes the actual transfer of eligible Credits held in the Wallet outside the Provider's system.

The assessment and any approval of a Payout, and the assessment and any approval of a Withdrawal, constitute two separate decisions by the Provider. Neither the approval of a Payout nor the crediting of Credits to the Wallet in itself gives rise to a right to the approval of a Withdrawal. The conditions and grounds for suspending, rejecting or failing to process a Payout or a Withdrawal are assessed separately in accordance with these Terms and Conditions, the Cooperation Agreement and the rules of the specific programme.

3.14 The User is entitled to request the exchange of Credits held in the Wallet for a cash payment in a currency supported by the Provider by submitting a Withdrawal request. A Withdrawal of funds takes place exclusively upon the Provider's approval of the request and its execution.

3.15 For each approved and processed Withdrawal, the Provider is entitled to charge the User a one-off administrative fee of USD 10. The User agrees that this fee may be automatically deducted from the amount paid out or from the balance in the Wallet. The minimum amount for a Withdrawal is USD 100. If the balance of Credits in the Wallet is less than this amount, the User is not entitled to request a Withdrawal.

3.16 In the case of the first approved Payout, the Provider may grant the User a one-off bonus payment in an amount corresponding to the price of the Challenge paid by the User upon registration for the programme. This payment is provided solely as a marketing or incentive benefit; it does not constitute a refund of the price of the Services or a return of payment, and does not give rise to a legal entitlement to its provision in the future.

3.17 The User agrees that the first Payout under the TRONEXO Trader scheme may be limited, in particular to an amount corresponding to the fee for the purchased Challenge, and that subsequent Payouts may be subject to a time delay or other conditions set by the Provider.

3.18 The Wallet serves exclusively as an internal tool for recording Credits. Credits recorded in the Wallet are not funds, are not the User's separate property, do not accrue interest, are not transferable between Users, and cannot be used for payments or to settle liabilities. The Wallet is not a payment account, an electronic wallet or any other regulated payment product.

3.19 The Provider does not accept any funds from the User for the purpose of managing, holding or increasing their value. All fees paid by the User constitute remuneration for the provision of the Services and are not credited to the Wallet or converted into Credits.

3.20 It is expressly prohibited for any third party – whether a natural or legal person – to make a payment for the Services on behalf of another entity with the aim of enabling that entity to access the Services or the User’s status. This prohibition applies to all forms of payment, regardless of the payment method chosen, including – but not limited to – payment cards, cryptocurrencies, bank transfers or other electronic or traditional payment methods. Should it be established that a payment was made by a person other than the actual user of the services, the Provider is entitled to request additional information, explanations and supporting documentation from both the person who made the payment and the person in whose favour the service was to be activated. This may include, for example, proof of identity, confirmation of the source of funds or other supporting documentation necessary to assess the situation. If it is established that the payer is not the person who is also the authorised user of the services, the Provider reserves the right, at its sole discretion, to cancel or terminate all contractual relationships arising from such a payment, without any entitlement to a refund of the fee paid or any other compensation.

3.21 The Provider is entitled to unilaterally change the prices of the Services, in particular in response to changes in market conditions, exchange rate fluctuations, licence fees, inflation or regulatory requirements. Price changes do not affect contracts that have already been concluded.

3.22 In the event of any refund, return or cancellation of a payment made by the User (including a ‘chargeback’), the Provider is entitled to restrict access to the Service, suspend the Wallet and withhold any Payouts until the situation has been resolved.

3.23 The Provider is entitled, prior to processing a Withdrawal, to require the User to undergo additional identity verification, data verification, verification of the origin of funds, sanctions screening, jurisdiction checks or any other verification required by legislation, the Provider’s internal rules, payment service providers or other cooperating entities.

The User acknowledges that the execution of a Withdrawal is conditional upon the successful completion of the required KYC/AML verification and other checks as set out in the preceding sentence. Until the required documentation has been provided, the verification has been completed or any doubts have been resolved, the Provider is entitled to suspend or refuse to process the Withdrawal.

A Payout, defined as the internal crediting of Credits to a Wallet, is not in itself subject to prior KYC/AML verification, unless the Provider decides otherwise in a specific case for the purposes of preventing fraud, misuse of the Services, a breach of these Terms and Conditions, sanctions regulations or any other serious risk.

If the User fails to provide the required documentation, the verification is unsuccessful, it is found that the User is subject to sanctions, originates from a prohibited jurisdiction, is located in a prohibited jurisdiction, has provided false information or has otherwise breached these Terms and Conditions, the Provider is entitled to refuse the Withdrawal, suspend the Wallet, restrict access to the Services, terminate the Agreement and withhold the unprocessed Withdrawal to the extent permitted by law.

3.24 Withdrawals may be made in the currencies and via the payment methods supported by the Provider. Where a withdrawal is made in a currency other than USD, the amount will be converted at the exchange rate and in the manner determined by the Provider. Exchange rate differences and fees charged by intermediary providers shall not be reimbursed to the User.

3.25 The User is obliged to ascertain and fulfil, at their own discretion, any tax, contribution or reporting obligations relating to the receipt of any rewards from the Wallet in accordance with the law of their country. The Provider does not fulfil these obligations on behalf of the User and bears no responsibility for them.

3.26 The option to complete KYC/AML verification is technically made available to the User upon entering the TRONEXO Trader mode, namely:

- a) by entering into the Cooperation Agreement and activating the TRONEXO Account; or
- b) by purchasing the TRONEXO Instant Challenge, through which the User gains direct access to the TRONEXO Account in TRONEXO Trader mode.

From the moment access is granted, the User is entitled to complete KYC/AML verification at any time and is obliged to complete it no later than before the approval of the first Withdrawal in accordance with 3.23.

During the TRONEXO Challenge phase, which precedes entry into TRONEXO Trader mode, KYC/AML verification is not required unless there is a specific reason under Article 3.23(3), Article 7.4 or Article 13.7.

3.27 The Provider shall inform the User of the requirement for KYC/AML verification via the User Account, in particular by means of an internal message, email or notification in the Wallet section. The Provider is entitled to repeat this notification, in particular when the first Withdrawal request is submitted.

#### **Article 4 – User’s Account and Access to Services**

4.1 In order to use the Provider’s Services, including the TRONEXO Challenge programme, the User must create a personal User Account. Registration takes place via the Website, where the User fills in the required details and creates a password.

Each User is entitled to hold only one User Account. The User must not create, own, control, use or effectively utilise multiple User Accounts, including through another person, different email addresses, payment methods, devices, IP addresses or other identifying details.

The User Account is primarily used to view active and completed TRONEXO Challenge programmes, track progress through the individual stages, submit withdrawal requests, manage the Wallet, view reports from the ‘Learn from the Best’ programme, and communicate with the Provider.

4.2 Access to the User Account and the Trading Platform is protected by login details, which the User must not disclose to any third party. The User is obliged to keep their login details confidential and to protect them from misuse. The Provider shall not be liable for any damage caused by unauthorised access if such access occurred as a result of the User’s negligence or breach of their obligations.

4.3 The User is responsible for all actions carried out via their User Account, the Trading Platform, the Trading Account or the TRONEXO Account to which they have been granted access, regardless of who actually carried out those actions. If the User suspects that their login details have been misused, that an unauthorised person has gained access to their User Account, Trading Platform, Trading Account or TRONEXO Account, or that another security incident has occurred, they are obliged to notify the Provider of this fact without delay.

4.4 Access to the Trading Platform, and thereby to individual Trading Accounts or TRONEXO Accounts, is provided to the User via their User Account or by other means specified by the Provider. These accounts and

access rights are intended solely for the User's personal use within a simulated environment. It is prohibited to share, lend, transfer, sell or otherwise make them available to third parties.

4.5 The User acknowledges that access to the User Account, the Trading Platform, a Trading Account or a TRONEXO Account may be temporarily unavailable for technical reasons, due to system maintenance, software updates, a third-party outage or force majeure. The Provider undertakes to minimise any such restrictions as far as reasonably possible and to restore access as soon as possible, provided this is feasible in the circumstances.

4.6 The Provider is entitled at any time to restrict or block the User's access to the User Account, the Trading Platform, the Trading Account, the TRONEXO Account or any part of the Services if it discovers or has reasonable grounds to suspect a breach of these Terms and Conditions, in particular the sharing of the User Account, Trading Account or TRONEXO Account, the use of prohibited automated systems, the manipulation of trading results, the misuse of bonuses, the circumvention of rules, the creation or control of multiple User Accounts by a single person, or any other conduct contrary to these Terms and Conditions.

4.7 The total number of active programmes and their subsequent phases may be limited based on the aggregate amount of initial capital or other parameters. Capital, performance data or other information may not be transferred between individual products without the Provider's express consent.

4.8 The Provider reserves the right to unilaterally terminate a User Account if the User has not used any Service for a period exceeding 6 months, or in the event of a serious breach of these Terms and Conditions. Upon termination of the User Account, all rights associated with the Wallet for which no Payout or Withdrawal request was submitted prior to the account's termination shall also cease.

4.9 The User expressly agrees that the Provider is entitled to monitor login details, IP addresses, trading activity and other related data for the purposes of system security, preventing misuse and assessing compliance with these Terms and Conditions.

4.10 If the User requests the closure of their User Account, they shall do so in the manner specified by the Provider, in particular via the email address stated on the Website or via the User Account. Such a request shall be deemed to constitute termination of the Contract and, at the same time, a request to terminate all active Services, Trading Accounts and TRONEXO Accounts held on behalf of the User, unless expressly agreed otherwise between the User and the Provider.

If, at the time the request is submitted, there are Credits recorded in the User's Wallet or a Payout or Withdrawal request is in progress, the Provider shall, prior to completing the cancellation of the User's account, notify the User that the completion of the User account cancellation will result in the forfeiture of all Credits recorded in the Wallet and the termination of any Payout and Withdrawal processes that have not yet been completed. In such cases, the account closure will only be finalised once the User has confirmed that they still wish to proceed with the closure under these conditions.

Upon completion of the User's account closure, all Credits recorded in the User's Wallet which have not, by that point, been transferred out of the Provider's internal system via a duly completed Withdrawal shall automatically lapse without compensation. At the same time, the right to request a Withdrawal, refund, compensation, reinstatement or any other form of performance shall cease, and any outstanding requests for

a Payout or Withdrawal shall be deemed to have been terminated. The time limit for an additional Withdrawal under Clause 13.8 of these Terms and Conditions shall not apply to the cancellation of a User Account carried out at the User's express request. From the moment the cancellation of the User Account is finalised, the User is no longer entitled to use the Services. The cancellation of the User Account does not entitle the User to a refund of Fees paid, unless otherwise provided for by mandatory legal provisions.

4.11 During scheduled maintenance or an unscheduled system outage, the User shall not be entitled to an extension of the trading period or to compensation, unless the Provider expressly decides otherwise.

4.12 The provider of the Services under these Terms and Conditions and the User's contracting party is TRONEXO a.s., with the exception of the provision of access to the MetaTrader platform and a simulated account maintained on that platform, including a Trading Account or TRONEXO Account, which are subject to the special regime set out in this Article.

Where the User uses the MetaTrader platform as part of the Services, access to that platform and the associated simulated account is provided by Trader One Forex LTD, Company Registration Number: 2026-00053, Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia, postcode LC01 40 (the "Platform Provider"), which provides such services to the User in its own name and for its own account. To this extent, a separate contractual relationship is established between the User and the Platform Provider.

TRONEXO a.s. is entitled to technically and organisationally facilitate the establishment of this contractual relationship, to provide the Platform Provider with the data necessary for the creation, activation and operation of the simulated account, and to deliver to the User access credentials or other information relating to its use. Such facilitation does not alter the fact that the MetaTrader platform and the simulated account maintained on that platform are provided by the Platform Provider.

The Platform Provider is entitled to provide TRONEXO a.s. with trading, technical, performance and other data generated through the use of the simulated account, in particular data relating to trading orders, positions, simulated executions, trading results, the timing of trading activity and technical logs, to the extent necessary for the provision, monitoring and evaluation of the Services, verification of compliance with the rules of the Programme and assessment of any Payout or other entitlements of the User.

In the circumstances specified in these Terms and Conditions, TRONEXO a.s. may request the Platform Provider to restrict, suspend or terminate the User's access to the simulated account or the MetaTrader platform.

All provisions of these Terms and Conditions governing the Provider's rights in relation to the Trading Platform, Trading Account or TRONEXO Account shall, in the case of the MetaTrader platform, apply subject to this Article. Where the exercise of such rights requires the technical restriction, suspension, deactivation or termination of an account or access to the MetaTrader platform, the Platform Provider shall carry out the relevant technical implementation at the request of TRONEXO a.s.

The MetaTrader platform and all simulated accounts maintained on that platform pursuant to this Article are intended exclusively for simulated trading. Neither the Platform Provider nor TRONEXO a.s. provides the User, in connection with their use, with any investment service, brokerage service, investment advice, asset

management, receipt or transmission of orders to real financial markets, or any other regulated financial service.

Personal data transferred between TRONEXO a.s. and the Platform Provider shall be processed to the extent necessary for the purposes set out above and in accordance with the applicable legislation and the Personal Data Processing Policy.

## **Article 5 – Rules for Simulated Trading**

5.1 Within the framework of simulated trading, the User is entitled to carry out trades that do not contravene the rules on trading practices and strategies prohibited under Article 6. The User also undertakes to comply with standard principles of trading on financial markets, including appropriate risk management.

5.2 The Provider is entitled to access commercial, technical, performance, analytical and other data generated in the course of the User's activities within the simulated environment and to process such data to the extent set out in these Terms and Conditions, the Cooperation Agreement and applicable legislation, in particular for the purposes of operating the Services, evaluating performance, monitoring compliance with rules, preventing fraud, conducting internal audits, safeguarding the integrity of the Services and improving the Services.

Where such data contains the User's personal data, the Provider shall handle it exclusively in accordance with data protection legislation and the Personal Data Processing Policy.

The use of anonymised or aggregated data does not entitle the User to any further remuneration beyond any Payout or Withdrawal approved in accordance with these Terms and Conditions or the Cooperation Agreement.

5.3 The Provider shall not be liable for any outages, delays or inaccuracies in the data displayed on the platform, nor for any decisions made by the User on the basis of such data.

5.4 A single User may have a maximum of four (4) active TRONEXO Challenges at any one time within their User Account, including all their active phases and associated Trading Accounts. The Provider is entitled to monitor or technically enforce this limit at the time of placing an order.

For the purposes of these Terms and Conditions, each natural person is considered to be one User. All User Accounts, Trading Accounts or TRONEXO Accounts for which it can be proven or is reasonably likely that they are owned, controlled, used or actually utilised by the same person are also considered to be one User.

This applies in particular where accounts are held under identical or similar personal details, identical or repeatedly used payment methods, the same or identically identified devices, an identical or recurring IP address, similar trading behaviour, or data that is otherwise technically or user-related linked.

If a User exceeds the specified limit, creates or controls multiple User accounts, circumvents or attempts to circumvent the account limit, the Provider is entitled, in particular, not to activate new accounts, to merge, suspend or terminate active accounts, to void trading results on the accounts concerned, to reject requests for Payout or Withdrawal, to refuse further orders for the Services, and to prevent the User from continuing to use the Services. The Provider is not obliged to refund any Fees paid for accounts that have been deactivated or terminated as a result of a breach of this provision.

5.5 The User must not trade on behalf of or for the benefit of any financial institution, either directly or indirectly. For the purposes of these Terms and Conditions, financial institutions are deemed to include, in particular:

- brokers and licensed securities dealers;
- banks and other credit institutions;
- proprietary trading firms and investment firms;
- investment and hedge funds;
- liquidity providers;
- any other entities operating in the financial markets in a professional capacity.

The user must not:

- a) trade through accounts held by such entities or accounts effectively managed by their employees or representatives;
- b) use the direct or disguised profiles, identifiers or access details of these institutions;
- c) share or receive trading instructions, strategies, signals or guidance from employees of these institutions or persons acting on their behalf;
- d) conceal the true identity of the person who actually makes trading decisions or acts on behalf of a financial institution.

For measures to be taken under these Terms and Conditions on the grounds of a breach of this provision, it is sufficient for the Provider to have reasonable grounds to suspect that the User is acting on behalf of, for the account of, for the benefit of, or in accordance with the instructions of a financial institution or another person operating professionally on the financial markets. The Provider is not obliged to prove such conduct beyond all reasonable doubt; the decisive factor is the internal assessment of the available data, in particular identification, technical, trading, behavioural and communication data.

5.6 The TRONEXO Challenge service operates exclusively in a simulated trading environment, without the use of real funds. All results are for training, analytical and educational purposes only. However, the User acknowledges that trading on financial markets involves risks and that results achieved in a simulated environment are neither a guarantee nor an indication of future results.

5.7 The User must not use more than one Trading Account at the same time, unless expressly authorised by the Provider. Trading on multiple accounts using the same strategy or copying trades between accounts is considered a breach of these Terms and Conditions.

5.8 The User expressly confirms that all Services provided are intended solely for their personal use. This means that only the User, as the authorised user, may access their account under the selected programme and carry out any trading operations on it.

For this reason, the following actions are expressly prohibited, and the User confirms that they will refrain from them:

- a) granting access to their account to any other person – whether a natural or legal person – and also allowing another person to carry out trades on their behalf or to cooperate with the User in this regard, regardless of whether that person is a close relative, a business partner or a professional account manager;

b) accessing an account held in another person's name, trading on behalf of or for the account of another entity, or providing Services that would in effect constitute account management or other similar activities, regardless of whether the User acts as a private individual or a business.

5.9 The Provider may set a maximum value for an open position ('Net Open Position' or 'NOP'), expressed as a percentage of the account balance or equity. The NOP limit is set to limit excessive risk and may be adjusted at any time, particularly in TRONEXO Trader mode.

5.10 Slippage represents the difference between the price the User specifies when submitting a trading order (e.g. a 'market order') and the price at which that order is simulated as being executed on the trading platform. This difference may arise in particular due to data delays, the speed of the User's internet connection, latency between the trading platform's system and the server, or as a result of internal simulation of market conditions.

The User acknowledges that:

- a) slippage may affect the results of their trading, both positively and negatively;
- b) there is no guarantee that a trade will be settled at exactly the price displayed at the time the order is submitted;
- c) differences arising as a result of slippage do not usually constitute a system error or grounds for a complaint;
- d) slippage does not give rise to any claim against the Provider for damages, a refund of fees or compensation for losses;
- e) slippage in simulated accounts is controlled by the Provider's algorithm and may be adjusted in certain situations to ensure realistic market behaviour.

5.11 The Provider is entitled to change or adjust the parameters of slippage simulation, in particular for different instruments, trading hours or account types, without prior notice. In the event of a demonstrable system error (for example, the mass incorrect execution of orders outside the simulated market framework), the Provider may, at its own discretion, rectify the trading results or make an appropriate adjustment to the account. However, such an adjustment is entirely at the Provider's discretion and does not constitute a legal entitlement for the User.

5.12 The User must not share information obtained from the simulated trading environment as a signal service or otherwise use it commercially outside the Provider's system. Any breach shall be deemed a material breach of the Terms and Conditions.

5.13 The User's activities may be subject to a rule known as the "Consistency Rule", the purpose of which is to assess the consistency of the User's performance within the simulated environment.

Whether the Consistency Rule applies to a specific Service, Programme, phase or TRONEXO Trader mode, as well as the applicable percentage threshold and any other parameters, shall be determined by the Programme Rules applicable to the relevant Service.

5.14 The Consistency Rule determines the maximum proportion of profit achieved within a single trading day (the “Most Profitable Day”) in relation to the total profit achieved in the relevant phase of the Programme or, where the rule is assessed in connection with a Payout request, in relation to the requested Payout amount.

The applicable percentage threshold shall be determined by the Programme Rules applicable to the relevant Service.

For the purposes of this rule, “total profit achieved” means the User’s net realised profit achieved during the relevant phase of the Programme, calculated from closed trades and recorded in the internal systems of the Provider or the Trading Platform provider.

5.15 The ‘most profitable day’ means the trading day on which the User achieved the highest realised profit. For the purposes of this rule, profit is calculated exclusively from concluded trades. A trading day always ends at the close of the calendar day at the time specified by the Provider.

5.16 Compliance with the Consistency Rule is a condition for proceeding to the next phase of the programme, completing the relevant phase, or initiating the Payout request process, where this rule applies to the programme or phase in question. Until the Consistency Rule is met, the User may not technically be able to initiate a Payout request or proceed to the next phase via their User Account.

Failure to comply with the Consistency Rule does not in itself constitute a punishable breach of these Terms and Conditions, but it does mean that the User has failed to meet one of the conditions for the relevant entitlement to arise or for the subsequent process to be made available.

5.17 In the event of a failure to comply with the Consistency Rule, the User is entitled to continue trading, provided that the rules of the relevant programme permit this, and to adjust the proportion of their profits so that the profit on the Most Profitable Day does not exceed the specified limit. The Provider is entitled to assess compliance with the Consistency Rule on an ongoing basis, upon completion of each phase, upon transition to the subsequent phase, and upon each request for a Payout.

For the purposes of assessing compliance with the Consistency Rule, the technical records, trading data and internal records of the Provider or the Trading Platform provider shall be decisive.

5.18 Any trading behaviour whose aim or consequence is the artificial splitting, timing or structuring of trades for the purpose of formally complying with this rule without a corresponding change in trading strategy shall be deemed to be a circumvention of the Consistency Rule.

In particular, such circumvention is deemed to include the opening of multiple identical or similar positions at a single point in time or within a short period, with the intention of closing them gradually over subsequent trading days, resulting in the artificial spreading of a profit that would otherwise have been realised in a single transaction across multiple trading days, i.e. profit spreading.

The assessment of whether a specific action constitutes a circumvention of the Consistency Rule rests with the Provider, based on an internal evaluation of trading, technical and behavioural data.

Circumvention of the Consistency Rule under this provision is considered a prohibited trading practice and may be subject to measures and consequences in accordance with Article 6.12 of these Terms and Conditions.

5.19 The User acknowledges that the technical records and database data maintained by the Provider or the trading platform provider are decisive for assessing compliance with the conditions, prohibited practices, the course of trades and entitlement to a Payout. These records constitute the primary means of evidence.

## **Article 6 - Prohibited Trading Practices:**

### 6.1 Exploitation of technical flaws and unfair advantages

The User must not exploit any technical, systemic or operational shortcomings of the Trading Platform, data infrastructure, simulated environment or the Provider's systems to gain an unfair advantage. Such shortcomings include, in particular:

- a) data delays, inconsistencies or errors in price display;
- b) discrepancies between data feeds, the use of alternative external feeds or combinations thereof;
- c) latency, technical delays or inaccuracies caused by the network, server, data provider or the Trading Platform;
- d) server outages, platform freezes, system overloads or other exceptional technical conditions;
- e) any other situations enabling orders to be executed under conditions that do not correspond to the standard or intended functioning of the simulated environment;
- f) any form of technical, data, price or latency arbitrage, in particular situations where the User monitors and utilises an external market data feed for trading decisions, which has a shorter time lag compared to the data feed used on the Trading Platform, and, on the basis of such earlier price information, trades to their advantage before the corresponding price movement is reflected on the Trading Platform (so-called data feed/latency arbitrage);
- g) any conduct whose purpose or effect is to exploit the difference between the data displayed in the Provider's simulated environment and the data available from external sources, regardless of whether such conduct takes place manually, automatically or with the assistance of a third party.

The User is obliged to notify the Provider without delay of any error, discrepancy or technical fault that occurs within the Trading Platform or the Services.

Exploiting a technical error, system error, server outage, data delay, incorrect price display, incorrect simulated execution, platform freeze, discrepancies between data sources or other non-standard technical situations to gain an advantage in the simulated environment shall be deemed a serious breach of these Terms and Conditions, regardless of whether the User caused such a situation themselves, knowingly exploited it, attempted to exploit it, or failed to report it to the Provider without delay after discovering it or having the opportunity to discover it.

Trading results, Payouts, Credits recorded in the Wallet or Withdrawal requests that arose or may have arisen in connection with such a technical, system or operational error may not be recognised by the Provider and may be cancelled, suspended, rejected or otherwise adjusted at the Provider's discretion.

### 6.2 Reliance on automated systems

It is prohibited to use any form of automation when placing trading orders or managing positions. For the purposes of these Terms and Conditions, automation is deemed to include, in particular:

- a) trading robots, trading algorithms, scripts or systems that execute trading orders without manual intervention by the User;

- b) Expert Advisors (EAs) and other Trading Platform tools enabling the automatic opening, closing or management of positions;
- c) autoclickers, macros, automated command sequences and other software tools;
- d) scripts or API connections enabling the submission of orders outside the Trading Platform's standard user interface;
- e) device emulators, virtualisation software, VPS, proxies, RDP or other similar technical means, where these are used to automate trading orders, mask the technical environment, circumvent User identification, circumvent geographical or technical restrictions, or where, according to the Provider's internal assessment, they may compromise the integrity of the Services or provide the User with an unfair advantage.

All trading orders must be executed exclusively manually and in person by the User, without the use of any automated system or software tool, unless the Provider expressly permits otherwise.

### 6.3 Prohibition on copying, replicating and managing accounts by third parties

It is prohibited to copy, replicate or otherwise imitate the trading activities of other persons, whether manually or through tools, systems or software.

The following, in particular, are prohibited:

- a) copying the trades of other Users or external traders, either manually or automatically;
- b) replicating trades across multiple Trading Accounts, including mirror trading and reverse trades;
- c) coordinated trading by multiple Users or groups of persons;
- d) the use of signal services, signal providers or external trading groups;
- e) 'pass your challenge' Services or similar Services designed to complete a trading challenge on behalf of a User;
- f) sharing access details or trading from a single Trading Account by more than one person;
- g) the management of a Trading Account or TRONEXO Account by a third party, regardless of whether that person is a family member, acquaintance, business partner or professional manager.

For the purposes of assessment under this provision, the copying of trades is deemed to include, in particular, the consistency of trading strategies or the overall trading approach across accounts; identical or similar sequences of trades across accounts; identical entry points, exits, timing, volumes or position management, or the identity of even a single trade across accounts, provided that such identity, according to the Provider's internal assessment, indicates copying, coordination or replication of trading activity.

The Provider assesses internally, on the basis of available trading, technical, behavioural and identification data, whether a specific action meets the criteria for copying, replication or account management by a third party.

### 6.4 Prohibition of high-frequency trading and extremely short-term strategies

The User must not engage in any form of high-frequency trading or strategies based on the extremely rapid opening and closing of positions. The following, in particular, are prohibited:

- a) strategies based on micro-fluctuations in price, the aim of which is to profit from minimal market movements without corresponding market analysis;

- b) tick scalping, i.e. the repeated opening and closing of positions within a timeframe of up to 10 seconds, forming a coherent trading pattern;
- c) high-frequency trading methods involving the very rapid sequential submission and settlement of trading orders;
- d) strategies whose primary purpose is to exploit execution speed as a competitive advantage in a simulated environment;
- e) trading behaviour exhibiting characteristics of purely mechanical, repetitive or algorithmically generated inputs without a clear trading intention.

#### 6.5 Prohibition on hedging and offsetting positions

The User must not engage in any form of direct or indirect hedging with the aim of reducing risk, stabilising a loss, creating an artificially balanced exposure or circumventing the programme's rules beyond the scope of normal risk management permitted by these Terms and Conditions.

The following forms of hedging, in particular, are prohibited:

- a) Hedging – Standard, i.e. a situation where the User opens opposing positions on the same instrument within a single Trading Account, in particular a simultaneous long and short position on the same symbol;
- b) Hedging – Across Multiple Trading Accounts, i.e. a situation where a single User, within a single User Account or within accounts which are deemed to be accounts of a single User under these Terms and Conditions, uses multiple Trading Accounts to open positions that are opposite in direction or otherwise offset one another;
- c) Hedging – Across Multiple User Accounts, i.e. the coordinated or otherwise linked actions of two or more Users, User Accounts or Trading Accounts, the aim or consequence of which is to create positions that are opposite in direction, offsetting or spreading risk;
- d) Correlation Hedging, i.e. hedging through different but reliably correlated instruments or trading symbols, provided that, according to the Provider's internal assessment, such instruments fulfil an economically similar function to opposing positions on the same instrument.

Correlation Hedging may occur within a single Trading Account, between multiple Trading Accounts held by a single User, between multiple User Accounts, or as part of coordinated trading by multiple persons.

When assessing whether hedging under this provision is taking place, the Provider is entitled to rely on the criteria for account interconnection set out in these Terms and Conditions, in particular data relating to the User's identity, payment methods, devices, IP addresses, trading behaviour, timing of trades, instruments used, correlation of positions and other technical or behavioural data.

#### 6.6 Speculative trading and conduct incompatible with market realities

The User must not employ trading practices that are incompatible with the standard functioning of a market or simulated environment, circumvent risk management principles, or constitute gambling-style behaviour. The following, in particular, are considered prohibited conduct:

- a) attempting to complete a Programme phase with a single trade or a sequence of trades that together constitute a single, one-sided attempt, regardless of market conditions;
- b) opening extremely large positions without a clear strategy, rational justification or appropriate risk management;
- c) trading in only one direction, regardless of market developments, volatility or relevant market signals;
- d) a trading style that shows no adaptation to changing market conditions;
- e) strategies aimed at generating profit through disproportionate risk, random behaviour or an extremely aggressive approach.

Pyramiding into a profitable position is permitted only if the User fully complies with all Programme limits, in particular the Net Open Position (NOP), Maximum Daily Loss, Maximum Loss and other rules set by the Provider.

#### 6.7 Prohibition on circumventing the rules through multiple accounts

The User must not circumvent the programme's rules by creating, owning, controlling or using multiple User accounts, multiple Trading accounts or by engaging in coordinated trading activities with other Users.

The following, in particular, is prohibited:

- a) trading multiple Trading Accounts in the same manner, with identical or nearly identical entries, exits, timing, volumes or position management;
- b) opening opposite or offsetting trades across different Trading Accounts with the aim of eliminating risk, increasing the likelihood of success, spreading risk across accounts, or creating a combined position that mimics hedging;
- c) coordinated group trading between two or more Users who act in concert, share a strategy, trade synchronously or otherwise act in concert;
- d) any conduct whose purpose or effect is to manipulate the performance, statistics or outcome of the programme through multiple Trading Accounts or multiple User Accounts;
- e) the registration or use of multiple User Accounts by a single natural or legal person, regardless of the email address, payment method, device, IP address or other identifying details used.

The criteria set out in these Terms and Conditions, in particular in 5.4, shall apply when assessing whether a single User or linked accounts are involved. Any attempt to circumvent the requirement of one User Account per person shall be deemed a serious breach of the Terms and Conditions.

#### 6.8 Prohibition on tampering with the technical functioning of the platform and circumventing risk management

The User must not engage in any conduct aimed at disrupting, circumventing or abusing the technical functioning of the simulated trading environment or the Provider's systems. The following, in particular, are prohibited:

- a) any interference with the software, data structures, trading records or technical processes of the platform;
- b) attempts to circumvent or disable risk management limits, including limits on maximum loss, daily loss, position size, NOP or other rules;
- c) the use of tools, scripts, techniques or modifications that may alter the manner in which trading orders are executed, the speed of execution, the data displayed on the platform, or otherwise provide the User with a technical advantage not available to an ordinary User;
- d) tampering with the connection, creating artificial delays, generating false requests or attempting to cause non-standard system behaviour.

The Provider is entitled to assess the User's behaviour on the basis of technical data, such as trading logs, IP addresses, geolocation data, access logs, connection metadata and technical traces within the trading platform, and to use such data to assess breaches of the Terms and Conditions.

#### 6.9 Misuse of IP addresses, network infrastructure and external data sources

The user must not misuse the network infrastructure, IP addresses or external data sources in a manner that creates an unfair advantage, compromises the integrity of the simulated environment or circumvents the programme's rules.

The following, in particular, are prohibited:

- a) logging into a User Account, Trading Platform, Trading Account or TRONEXO Account from multiple IP addresses, countries or regions in a manner which, according to the Provider's internal assessment, indicates account sharing, circumvention of the rules, identity masking, coordinated trading or other high-risk behaviour;
- b) the deliberate masking, concealment or geolocation manipulation of an IP address or technical environment, in particular via VPNs, proxies, RDP, VPS, anonymisation tools, emulators, virtualisation software or other similar means;
- c) a discrepancy between the User's billing address, the location of their device, the details provided during registration, login IP addresses or other identifying information, unless the User provides a satisfactory explanation for such discrepancy upon the Provider's request;
- d) conducting trading transactions via external data channels, alternative data sources or unsynchronised price feeds;
- e) breaching the terms and conditions of a partner broker, the Trading Platform provider or another technical partner, or creating trading situations that would be inconsistent with the standard operation of their systems.

A mere discrepancy in the history of login IP addresses, such as a different IP address when logging in on different days, does not automatically constitute a breach of this provision. The Provider is, however, entitled to assess such behaviour internally as an indicator of risk, particularly if it is repeated or if an unusually high number of different IP addresses, devices, locations or other technical identifiers are recorded for a single User Account, Trading Account or TRONEXO Account.

The specific frequency, number of IP addresses, number of devices, temporal correlations and other parameters relevant to such an assessment are evaluated internally by the Provider at its own discretion, without any fixed numerical threshold being specified in these Terms and Conditions.

A suspected breach of this provision may constitute grounds for rejecting a Payout, suspending a Wallet, refusing a Withdrawal, restricting access to the Services, or taking any other action in accordance with these

Terms and Conditions. If the User disputes such a measure, they are obliged, as part of a complaint or at the Provider's request, to provide an adequate, credible and verifiable explanation for logging in from multiple IP addresses, regions, devices or technical environments. The Provider will assess this explanation internally at its own discretion.

The Provider is entitled to evaluate technical data, including IP addresses, geolocation parameters, device fingerprinting, access logs, trading metadata and other technical traces, and, based on an analysis thereof, to assess whether this provision has been breached.

#### 6.10 Grid trading

So-called 'grid trading' is considered a prohibited trading practice; that is, a trading approach in which the User opens multiple trading positions on the same instrument at regular or pre-determined price intervals above and/or below the current market price, without corresponding risk management relating to the entire trading structure. In particular, grid trading is deemed to be trading behaviour in which positions are opened mechanically at fixed price intervals, resulting in the accumulation of multiple open positions on a single instrument without uniform risk management, in particular without setting a maximum loss, a uniform stop-loss or a pre-defined exit strategy for the entire set of positions. Grid trading is also deemed to include any variant of a similar trading approach whose economic rationale is to spread entries across multiple positions without adequate management of the overall risk.

#### 6.11 Excessive System Load

The User must not, through their actions, place a burden on the Trading Platform or the Provider's infrastructure in a manner that exceeds the normal use of the Service. The following, in particular, are prohibited:

- a) sending more than 300 trading orders within 24 hours on a single Trading Account without a corresponding trading intention;
- b) excessive modification of Stop-Loss and Take-Profit orders, in particular more than 5 adjustments to the same order per minute or adjustments clearly unrelated to a change in market conditions;
- c) repeatedly placing and cancelling pending orders without execution (order spamming, quote stuffing);
- d) splitting positions into an excessive number of partial closes without economic justification.

The restrictions set out above represent the minimum standard of prohibited conduct. The Provider is entitled to deem conduct to be prohibited even below the thresholds specified, if, having regard to the frequency, intensity, purpose, technical impact or overall pattern of the User's behaviour, it is aimed at overloading the system, disrupting the functioning of the Services, circumventing the rules or gaining an unfair advantage.

#### 6.12 A breach of any of the prohibited practices set out above in this article is considered a serious breach of the Terms and may result in:

- a) a warning to the User or the restriction of certain features of the Services;
- b) the temporary or immediate suspension of the User Account, Trading Account or TRONEXO Account;
- c) the cancellation or correction of trading results;
- d) the suspension, refusal or non-execution of a Payout;
- e) the refusal or non-execution of a Withdrawal;

- f) the removal, withholding or cancellation of Credits held in the Wallet, where these relate to a breach of these Terms and Conditions;
- g) the termination of a specific Service or contractual relationship;
- h) a temporary or permanent ban on further use of the Provider's Services.

When determining a specific measure, the Provider is entitled to take into account, in particular, the nature and seriousness of the breach, whether it was intentional, its recurrence, duration, the extent of the benefit gained or intended, the impact on the integrity of the Services or other Users, the User's previous conduct, the extent of their cooperation during an internal investigation, and other relevant circumstances of the specific case.

The Provider is not obliged to impose individual measures sequentially, nor is it obliged to apply a less severe measure first before applying a more severe one. Individual measures may be applied separately or simultaneously, provided this is commensurate with the nature and severity of the specific breach.

In particular, in the event of deliberate, repeated, fraudulent or manipulative conduct, the obtaining or attempted obtaining of an unfair advantage, or conduct threatening the integrity of the programme, the Provider is entitled to apply even the most severe measures under this Article without prior notice.

## **Article 7 - Tronexo Challenge**

7.1 The aim of the TRONEXO Challenge is to test the User's business skills through three optional challenges:

- a) Two-phase Challenge,
- b) One-phase Challenge,
- c) Instant Challenge.

7.2 Each TRONEXO Challenge has its own Programme Rules setting out the specific conditions governing its course and successful completion.

The Programme Rules may specify, in particular, the amount of virtual capital, Profit Target, Maximum Daily Loss, Maximum Loss, Minimum Trading Days, trading period, Consistency Rule, Payout Rate, Payout conditions, trading limits and other parameters of the relevant Programme.

The Programme Rules applicable pursuant to Articles 2.6 and 2.15 of these Terms and Conditions shall apply to the specific TRONEXO Challenge ordered.

7.3 The TRONEXO Challenge fee constitutes remuneration for the provision of access to the simulated trading environment and related services. The fee does not constitute an investment, deposit, advance payment or any other form of financial instrument and is non-refundable, unless expressly stated otherwise.

7.4 The Provider is entitled to refuse to activate any TRONEXO Challenge, in particular where there is a suspicion of a breach of the Terms and Conditions, AML/KYC rules, sanctions restrictions or misuse of the Services.

### **a) Two-phase Challenge**

7.5 The Two-phase Challenge is the basic type of TRONEXO Challenge, consisting of two consecutive verification phases, during which the User gains access to a Trading Account with fictitious funds.

7.6 The conditions applicable to the individual phases of the Two-phase Challenge, including the conditions for their successful completion, progression between phases and the relevant trading and performance parameters, shall be determined by the Programme Rules applicable to the specific Service ordered. The User is required to comply with the parameters and limits set out in those Programme Rules throughout the relevant phase.

7.7 If the User fulfils all the conditions of the first phase of the Two-phase Challenge, they automatically progress to the second phase. When moving between phases, the balance of the Trading Account is always reset to the initial amount of the notional capital.

7.8 If the User fails to meet any condition in any phase of the Two-phase Challenge – in particular the Profit Target, Maximum Daily Loss, Maximum Loss, the Minimum Trading Days or any other condition specified on the Website, in the User Account or in the rules of the specific programme, the relevant TRONEXO Challenge ends and the User is not entitled to a refund of the Fee paid, to repeat the phase or to proceed to the next phase, unless expressly stipulated otherwise by the Provider.

Successful completion of the Two-phase Challenge is merely one of the conditions for potential entry into the TRONEXO Trader mode. Merely completing the Two-phase Challenge does not entitle the User to a Payout, Withdrawal, activation of a TRONEXO Account or any other benefit, unless the other conditions set out in these Terms and Conditions, the Cooperation Agreement or the rules of the specific programme are also met.

Until all relevant conditions have been met, the User may not technically be able to enter the TRONEXO Trader mode, gain access to a TRONEXO Account or initiate the Payout request process. In such a case, this does not constitute a rejection of the Payout request, but rather a failure to meet the conditions necessary for access to the subsequent mode or the relevant process.

7.9 Upon successful completion of both phases of the Two-phase Challenge, the Trading Account is reset. The User will receive notification that the conditions have been met and a request to enter into a Cooperation Agreement for the TRONEXO Trader mode. Until the Cooperation Agreement is concluded, access to the subsequent account or the TRONEXO Trader mode may be technically restricted, suspended or frozen.

Access to the TRONEXO Trader scheme, activation of the TRONEXO Account and the ability to request a Payout are only possible after the Cooperation Agreement has been concluded and the further conditions set by the Provider have been met. Without the conclusion of the Cooperation Agreement, the User has no entitlement whatsoever in relation to the TRONEXO Trader scheme.

## **b) One-phase Challenge**

7.10 The One-phase Challenge is a type of TRONEXO Challenge service consisting of a single verification phase. As part of this, the User gains access to a Trading Account with fictitious funds, on which their objective is to achieve a specified profit target ('Profit Target') whilst complying with all specified risk management limits.

7.11 The conditions applicable to the One-phase Challenge, including the conditions for its successful completion and the relevant trading and performance parameters, shall be determined by the Programme Rules applicable to the specific Service ordered. The User is required to comply with the parameters and limits set out in those Programme Rules throughout the One-phase Challenge.

7.12 If the User fails to meet any condition of a One-phase Challenge, in particular the Profit Target, Maximum Daily Loss, Maximum Loss, the Minimum Trading Days or any other condition specified on the Website, in the User Account or in the rules of the specific programme, the relevant One-phase Challenge shall end and the User shall not be entitled to a refund of the Fee paid, a repeat of the Challenge or entry into the TRONEXO Trader mode, unless expressly stipulated otherwise by the Provider.

Successful completion of a One-phase Challenge is merely one of the conditions for potential entry into the TRONEXO Trader mode. Merely completing a One-phase Challenge does not entitle the User to a Payout, Withdrawal, activation of a TRONEXO Account or any other benefit, unless the other conditions set out in these Terms and Conditions, the Cooperation Agreement or the rules of the specific programme are also met.

Until all relevant conditions have been met, the User may not technically be able to enter the TRONEXO Trader mode, gain access to a TRONEXO Account or initiate the Payout request process.

During the TRONEXO Challenge phase as set out in this Article, no entitlement to a Payout arises and no Payout request may be submitted; this option only becomes available upon entering TRONEXO Trader mode in accordance with Article 7.24.

7.13 Upon successful completion of the One-phase Challenge, the User will receive notification that the conditions have been met and a request to enter into a Cooperation Agreement for the TRONEXO Trader mode. Until the Cooperation Agreement is concluded, access to the associated account or the TRONEXO Trader mode may be technically restricted, suspended or frozen. Unless the Cooperation Agreement is concluded, the User shall not be entitled to the activation of the TRONEXO Account, the option to request a Payout, or any other benefits related to the TRONEXO Trader scheme.

### **c) Instant Challenge**

7.14 The TRONEXO Instant Challenge is a special type of TRONEXO Challenge service that does not include a verification phase. Upon fulfilling the activation conditions, the User gains direct access to their TRONEXO Account, i.e. to the associated simulated environment within the TRONEXO Trader mode, which differs from the Trading Account used during the TRONEXO Challenge phase. The Provider is entitled to apply stricter control, monitoring and approval mechanisms to the TRONEXO Instant Challenge than to other types of Challenge.

7.15 As the Instant Challenge allows the User direct access to the TRONEXO Trader mode without completing the verification phase, the conclusion of a Cooperation Agreement for the TRONEXO Trader mode is a condition for activating the TRONEXO Account and enabling activity in this mode. The Provider is entitled to require the conclusion of a Cooperation Agreement even before the purchase of the TRONEXO Instant Challenge, or before the activation of the TRONEXO Account.

7.16 Without the conclusion of the Cooperation Agreement:

- a) the TRONEXO Account will not be activated;
- b) the User will not be permitted to use the TRONEXO Trader mode;
- c) the User will not be technically able to request a Payout;
- d) the User shall not be entitled to a Payout or to any other form of remuneration.

7.17 By entering into the Cooperation Agreement, the User expressly acknowledges and agrees that:

- a) all activities take place exclusively in a simulated environment using fictitious funds;
- b) the TRONEXO Account is not an investment account, a payment account or an account containing real funds;
- c) a Payout constitutes an internal accounting transaction and any contractual remuneration in accordance with these Terms and Conditions and the Cooperation Agreement, and does not represent an investment return, a share in actual profits or a return from trading on financial markets;
- d) the cooperation is governed by the Cooperation Agreement, these Terms and Conditions, and other rules laid down by the Provider.

7.18 If the User fails to enter into the Cooperation Agreement within the time limit set by the Provider, the TRONEXO Account will not be activated or may remain technically suspended or frozen. In such a case, the User shall not be entitled to a Payout or any other benefit related to the TRONEXO Trader scheme. The Fee paid shall not be refunded, unless expressly stated otherwise.

7.19 The specific conditions applicable to the TRONEXO Instant Challenge, including trading and performance limits, any minimum number of trading days, the Consistency Rule, Payout conditions and other parameters, shall be determined by the Programme Rules applicable to the specific Service ordered.

The User is required to comply with the parameters and conditions set out in those Programme Rules throughout the TRONEXO Instant Challenge.

7.20 The Programme Rules applicable to the TRONEXO Instant Challenge may specify, in particular, the conditions for becoming eligible to request a first or subsequent Payout, the required number or nature of trading days, minimum performance requirements, the Payout Rate, Consistency Rule, maximum or minimum Payout amount, timing requirements and other parameters relating to the Payout or the operation of the Programme.

7.21 If the User fails to meet any condition of an Instant Challenge, that Challenge ends and the User is not entitled to a refund of the fee paid or to a retake.

7.22 Upon fulfilment of all conditions of the relevant TRONEXO Challenge, conclusion of the Cooperation Agreement and fulfilment of any further activation conditions set by the Provider, the User shall gain access to their TRONEXO Account.

7.23 In TRONEXO Trader mode, the User trades with virtual capital in an amount corresponding to the selected and successfully completed TRONEXO Challenge or TRONEXO Instant Challenge. The amount of virtual capital remains unchanged throughout the duration of the TRONEXO Trader phase and is neither increased nor decreased depending on the simulated profits or Payout achieved.

7.24 A Payout may be awarded to the User as contractual remuneration in TRONEXO Trader mode subject to fulfilment of the conditions set out in these Terms and Conditions, the Cooperation Agreement and the Programme Rules applicable to the relevant Service.

The specific method for calculating a Payout, the Payout Rate, the eligible performance basis, any minimum or maximum amounts, timing requirements and other Payout parameters shall be determined by the Programme Rules.

A Payout does not constitute a share of actual or simulated profit, an investment return, a return from trading on financial markets, remuneration for capital management or any form of the User's participation in trading with real funds.

7.25 The first Payout may be limited, in particular, to an amount corresponding to the Fee for the purchased Challenge, and the option to request it may only be technically made available to the User after the expiry of the minimum period set by the Provider. Until this minimum period has elapsed or until other operational, verification or technical conditions have been met, the User may not be permitted to initiate a Payout request via their User Account.

The unavailability of the option to submit a Payout request due to the minimum period not having elapsed or other conditions not being met does not constitute a rejection of the submitted Payout request, but merely reflects the fact that the conditions for initiating the relevant process have not yet been met.

7.26 The User is obliged, even within the TRONEXO Trader scheme, to comply with all rules set out in these Terms and Conditions and in the Cooperation Agreement, including risk management rules (e.g. Maximum Daily Loss, Maximum Loss, NOP, prohibition on automation, prohibition on copying trades and prohibited practices).

7.27 A breach of any of the aforementioned rules or principles may result, in particular, in:

- a) the cancellation or restriction of access to the TRONEXO Account;
- b) the suspension, refusal or non-execution of a Payout;
- c) refusal of a Withdrawal;
- d) the removal, withholding or cancellation of Credits held in the Wallet, where permitted by these Terms and Conditions or the Cooperation Agreement;
- e) termination of the cooperation in accordance with the Cooperation Agreement;
- f) a permanent ban on participation in the Provider's other programmes.

7.28 The User acknowledges that the results achieved within the TRONEXO Trader mode do not constitute investment activity or investment Services and must not be presented as actual returns from financial markets. Any public disclosure of information regarding simulated results must be labelled as a result achieved within a simulated trading environment.

7.29 In the TRONEXO Trader mode, the User generates trading, analytical, performance and other outputs within the simulated environment, in particular data on their trading activity, trading decisions, risk management, application of trading rules, performance and behaviour within the simulated environment.

The User acknowledges that these outputs may have analytical, evaluative, developmental, monitoring, educational, marketing or other commercial value for the Provider. The Provider is entitled to use these outputs to the extent set out in these Terms and Conditions, the Cooperation Agreement and applicable legislation, in particular for the evaluation of trading models, the improvement of the Services, the monitoring of compliance with rules, the development of internal systems and the creation of anonymised or aggregated analyses.

Any Payout constitutes a contractual remuneration for the provision of these outputs and for permitting their use by the Provider; it does not constitute a share of profits, trading income, investment income, a fee for capital management, or a fee for trading with actual financial resources.

This provision is without prejudice to the protection of the User's personal data under the GDPR and the Personal Data Processing Policy. Where trading, analytical, performance or other outputs contain the User's personal data, the Provider shall handle such data exclusively in accordance with data protection legislation. The Payout arrangement shall not be deemed a sale of the User's personal data.

## **Article 8 - Limitation of Liability and Warranties**

8.1 The User acknowledges that all Services provided by the Provider, including TRONEXO Challenge, TRONEXO Trader, TRONEXO Account, the Trading Platform, Wallet, Payout and Withdraw, are conducted or evaluated exclusively within a simulated, educational, analytical and evaluative environment.

Any results achieved by the User through the Services are solely for training, educational, testing, analytical or evaluation purposes and do not constitute investment activity, investment advice, asset management, actual trading in financial instruments, trading with the User's or the Provider's funds, or a guarantee of any future result.

8.2 To the fullest extent permitted by the relevant mandatory legal provisions, the Provider expressly disclaims any warranties, whether express, implied or statutory. This exclusion includes, in particular, warranties of quality, fitness for a particular purpose, merchantability, absence of legal defects, accuracy of data, availability of the Services, uninterrupted operation of the Trading Platform, compatibility with the User's device, or the achievement of expected results.

The Provider does not represent or warrant that any part of the Service, the Website, the User Account, the Trading Platform, the Wallet, the TRONEXO Account or related systems will operate without interruption, be error-free, timely, secure or free from technical limitations.

8.3 The Provider shall not be liable for any loss or damage, whether direct or indirect, incidental, special, punitive, consequential or otherwise, including, in particular, loss of profit, loss of revenue, loss of business opportunities, loss of data, damage to property, damage to reputation or infringement of personal rights, arising as a result of the use of the Services, reliance on their content, functions, tools, simulated results, data,

outputs, internal evaluations or any other information made available via the User Account, the Trading Platform, the Website or related systems.

8.4 The Provider shall not be liable for any decisions, actions or omissions on the part of the User made on the basis of information, data, statistics, simulated results, outputs or other materials available through the Services. The User uses the Services solely at their own risk and acknowledges that simulated results do not constitute a guarantee, promise or indication of future results.

8.5 The Provider shall not be liable for the availability, functionality, accuracy, speed, continuity, security or any technical parameters of services, systems, data, applications, trading platforms, payment methods, payment service providers, market data providers, verification tools, communication tools or other third-party Services used in connection with the Services.

Any outage, error, delay, inaccuracy or limitation of a third-party system shall not entitle the User to damages, compensation, a refund, an extension of the trading period, a Payout, a Withdrawal or any other form of performance, unless the Provider expressly decides otherwise.

8.6 The Provider shall also not be liable for the non-provision or unavailability of purchased Services if this occurs as a result of extraordinary events beyond its control. These include, in particular, technical or operational faults beyond its control, as well as cases of force majeure, such as natural disasters, armed conflicts, uprisings, pandemics, threats endangering a large number of people, or measures imposed by state or international authorities.

8.7 The Provider makes no guarantee of future returns, the realisation of profits or success in trading on real financial markets. The User acts solely at their own risk and is aware that results achieved in a simulated environment are not comparable to real market conditions. The Provider shall not be liable for any losses arising in connection with the User's trading on their own live accounts, nor for any decisions the User makes based on the results or experience gained during the TRONEXO Challenge.

8.8 The Provider shall not be liable for any delay in processing a Payout or Withdrawal if such delay is caused by verification of compliance with these Terms and Conditions, AML measures, technical complications or circumstances excluding liability (e.g. force majeure, network failure, cyber attack, etc.).

8.9 The User acknowledges that actual trading on financial markets outside the Provider's Services may involve significant risks, including the risk of losing the capital invested. However, the Provider's Services do not constitute actual trading, an investment service or investment advice, and simulated trading within the Services is not intended as a guarantee of returns, a guide to actual trading or a recommendation regarding investment decisions.

8.10 The User acknowledges that the Provider's decision regarding fulfilment or non-fulfilment of the programme's conditions, the granting or non-granting of a Payout, the approval or rejection of a Withdrawal, the suspension of a Wallet, the restriction of access to the Services, the cancellation of results, deactivating a Trading Account or TRONEXO Account, or terminating the contractual relationship, may be made on the basis of an internal assessment of available commercial, technical, behavioural, identification, security and compliance data.

If such a decision is made in accordance with these Terms and Conditions, the Cooperation Agreement or the Provider's internal rules, the User shall not be entitled to damages, lost profits, compensation, a refund or any other form of payment, unless mandatory legal provisions provide otherwise.

## **Article 9 – Claims and Complaint Handling**

9.1 The User is entitled to lodge a complaint or claim if they believe that the Service has not been provided in accordance with these Terms and Conditions, that a technical error on the part of the Provider has occurred which demonstrably affected the functionality of the User Account, the Trading Platform, the Trading Account, TRONEXO Account or Wallet, or that there has been an incorrect assessment of facts relating to a Payout, Withdrawal, restriction of access to the Services or any other measure taken by the Provider.

9.2 A complaint must be submitted in writing via the contact form available on the Website or to the Provider's support email address. The complaint must include:

- a) the User's identification (name, email address registered in the User Account);
- b) a description of the event or problem being complained about;
- c) the date and time when the incident occurred;
- d) any attachments or evidence (e.g. screenshot, transaction record, confirmation from the platform).

9.3 The Provider is entitled to request additional information or supporting documents from the User if this is necessary to assess the complaint. The User is obliged to provide this information without undue delay.

9.4 The complaint will be resolved within 30 days of its receipt, unless otherwise specified in complex cases. The User will be informed of the outcome via the email address provided in their User Account.

9.5 Where a complaint relates to a Payout, Withdrawal or Credits held in the Wallet, the User is obliged to state the specific reasons why they consider the Provider's procedure to be incorrect, and to provide evidence demonstrating that the conditions set out in these Terms and Conditions, the Cooperation Agreement or the rules of the specific programme have been met.

9.6 If a complaint concerning a Payout, Withdrawal or Credits recorded in the Wallet is deemed justified, the Provider shall take appropriate remedial action, in particular a new internal assessment of the request, correction of the records, restoration of the ability to submit a request, or other measures commensurate with the nature of the error identified.

9.7 In the event that a User Account has been suspended or terminated on the grounds of a suspected breach of the rules, the User may request a review within 7 days of being notified. The request for review must include a statement of the reasons why the User considers the measure to be unjustified, and any evidence demonstrating that no breach of the rules has occurred.

9.8 The Provider shall review the decision within 30 days and may:

- a) uphold the original decision;
- b) revoke or reduce the penalty;
- c) reinstate the User's account if it finds that no breach of the rules has occurred.

9.9 The Provider is entitled to refuse to process a complaint if it is submitted anonymously, incompletely, repeatedly without new facts, or in a clearly abusive manner.

9.10 If the User is not satisfied with the manner in which the complaint has been handled, they may contact the relevant supervisory authority or an alternative dispute resolution body; the Provider shall inform the User of this option in its response to the complaint.

9.11 If the User is a consumer and the Contract was concluded at a distance, they have the right to withdraw from the Contract within fourteen (14) days of the date of its conclusion, unless otherwise provided for by law.

If the User requests access to the Service and the commencement of its provision before the expiry of the withdrawal period, they expressly request and agree that the Provider shall commence provision of the Service immediately upon conclusion of the Contract and payment of the relevant Fee.

If the User withdraws from the Contract after the provision of the Service has commenced but before it has been fully provided, they are obliged to pay the Provider a proportionate part of the price corresponding to the extent of the performance provided up to the time of withdrawal from the Contract, provided that the conditions laid down by law for the emergence of such a claim are met.

The User's right to withdraw from the Contract ceases upon the full provision of the Service, provided that the provision of the Service commenced before the expiry of the withdrawal period on the basis of the User's prior express request or consent, and the User was informed prior to the conclusion of the Contract that their right to withdraw from the Contract would cease upon the full provision of the Service.

Where digital content that is not supplied on a tangible medium is provided separately as part of the Services, the User's right to withdraw from the contract for the provision of such digital content may cease upon the commencement of its provision, but only if the User has given their express consent in advance to the commencement of performance before the expiry of the withdrawal period, has expressly acknowledged that this will result in the loss of their right to withdraw from the contract, and the other conditions laid down by law have been met.

This provision does not affect the User's rights arising from defective performance or their right to lodge a complaint in the event that the Service has not been provided in accordance with the Contract, these Terms and Conditions or mandatory legal provisions.

## **Article 10 – Use of the Website, Services and Content**

10.1 The User undertakes to use the Website, User Account, Trading Platform, Trading Account, TRONEXO Account, Wallet and all Services exclusively in accordance with these Terms and Conditions, the law and the purpose for which they are intended. It is prohibited to use the Services in any way that could cause harm to the Provider, other Users, the Provider's contractual partners or third parties.

10.2 All content published on the Website, in the User Account or in connection with the Services (in particular texts, graphic elements, logos, trademarks, software, simulation systems, data, algorithms and trading rules) is protected by copyright or other intellectual property rights of the Provider or its contractual partners.

10.3 The User is not authorised to:

- a) copy, modify, analyse, disassemble, decompile, reverse engineer, transmit or otherwise reproduce the Provider's software, systems, data or content;
- b) use any automated systems, bots, scrapers, crawlers, scripts or other tools to collect data from the Website, User Account, Trading Platform, Trading Account, TRONEXO Account or Wallet;
- c) use the Content, trading rules, data, statistics, reports, simulated environment results, execution information, programme outputs or other information obtained through the Services for commercial purposes, further distribution, presentation, signalling services, account management, training of third parties or any other use outside the Provider's system without the Provider's prior written consent;
- d) attempt to circumvent technical measures, safeguards, geographical restrictions, access restrictions or other security features;
- e) misuse the trade marks, logo, name, designations, domains or other identifying features of TRONEXO or the Provider.

10.4 The User must refrain from any conduct that could disrupt or compromise the security of the system, the functionality of the Website, the User Account, the Trading Platform, the Trading Account, the TRONEXO Account, Wallet or the integrity of the Provider's data, including attempts at unauthorised access, data manipulation, unauthorised security testing, circumventing technical restrictions or misuse of system functions.

10.5 It is prohibited to circumvent any geographical or technical restrictions on access to the Content or Services.

10.6 The User is not authorised to grant access to their User Account, Trading Platform, Trading Account, TRONEXO Account or Wallet to third parties, nor to share their login details. Any such conduct shall be deemed a serious breach of these Terms and may result in the immediate restriction or termination of access to the Services without entitlement to a refund, Payout, Withdrawal or any other payment.

10.7 The Provider reserves the right to monitor the use of the Website and the Services for the purposes of protecting the system, improving service quality and preventing misuse. Such monitoring is carried out in accordance with data protection legislation and to the extent necessary.

10.8 Should the User breach the rules of use set out in this Article, the Provider is entitled, without prior notice:

- a) restrict or block the User's access to the Website, User Account, Trading Platform, Trading Account, TRONEXO Account, Wallet or any other part of the Services;
- b) remove or deactivate any content, data, outputs or access that contravenes these Terms and Conditions;
- c) suspend a Payout, reject a Withdrawal or remove Credits held in the Wallet, where permitted by these Terms and Conditions or the Cooperation Agreement;
- d) to cancel a User Account without any entitlement to a refund of Fees, Payouts, Withdrawals or other payments;
- e) to claim damages from the User or take other legal or technical measures to protect its rights.

10.9 Any unauthorised use of content, the TRONEXO system, data or software may be deemed a breach of intellectual property rights and may result in a claim for damages or legal action being taken against the User.

10.10 The User agrees that the Provider may publish their trading results, ranking or participation in programmes (e.g. LFTB) in anonymised form for marketing and informational purposes. Should it be necessary to disclose a full name or other identifier, the Provider will seek the User's consent in advance.

10.11 The Provider is entitled at any time to change the provider of the trading platform, liquidity, data sources or other technical solutions. Such a change shall not affect the duration of the Contract and shall not entitle the User to a refund of the Fee.

## **Article 11 – Protection of Personal Data and Data Processing**

11.1 The Provider processes the User's personal data in accordance with applicable legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as the "GDPR") and Act No. 110/2019 Coll., on the processing of personal data.

11.2 Personal data is processed to the extent necessary for the performance of the contractual relationship between the Provider and the User, ensuring the operation of the TRONEXO system, the administration of the User Account, the Trading Platform, the Trading Account, the TRONEXO Account and Wallet, evaluating the User's activity in a simulated environment, assessing the conditions for Payout, processing Withdraw requests, verifying identity, carrying out KYC/AML checks, sanctions checks, jurisdiction checks, fraud prevention, system protection and the fulfilment of the Provider's legal obligations.

11.3 Personal data and other data processed by the Provider include, in particular:

- a) identification data, in particular first name, surname, user ID, and, where applicable, data contained in identity documents;
- b) contact details, in particular email address, telephone number and address;
- c) data relating to orders, payments, Fees, Wallet, Credits, Payout and Withdrawal;
- d) data on the User's activity in the simulated environment, including data on trading activity, trading instructions, positions, results, the use of limits, risk management and other performance or analytical data;
- e) technical data, in particular IP address, device type, device identifiers, device fingerprinting, geolocation data, login times, access logs, connection metadata and data on how the Services are used;
- f) behavioural, security and compliance data generated during internal assessments of the User's compliance with these Terms and Conditions, programme rules, prohibited practices and the Provider's internal standards;
- g) where applicable, other data necessary to fulfil the Provider's contractual, statutory, tax, accounting, security or compliance obligations.

11.4 The purpose of processing personal data is, in particular:

- a) to manage the User Account and ensure access to the Services;
- b) the operation, maintenance, security and development of the Website, the User Account, the Trading Platform, the Trading Account, the TRONEXO Account and the Wallet;

- c) evaluating the User's activity in a simulated environment, verifying compliance with the programme's terms and conditions, assessing prohibited practices and conducting internal assessments of entitlement to a Payout;
- d) processing Withdraw requests, verifying identity, carrying out KYC/AML checks, sanctions checks, jurisdiction checks and preventing misuse of the Services;
- e) maintaining accounting, tax and contractual records;
- f) communicating with the User, resolving claims, complaints, security incidents and disputes;
- g) protection of the rights and legitimate interests of the Provider, other Users, contractual partners and third parties;
- h) marketing communications, provided the User has given their consent or where permitted by law.

11.5 Personal data is retained for the duration of the contractual relationship and for the period necessary to protect the Provider's rights and to fulfil statutory obligations. Upon expiry of this period, the data is securely deleted or anonymised.

11.6 The Provider may entrust the processing of personal data to third parties (so-called 'processors') who provide technical, administrative or accounting support on its behalf. These entities process the data exclusively in accordance with the Provider's instructions and in accordance with the concluded personal data processing agreement.

11.7 The User has the right:

- a) to access their personal data;
- b) to have inaccurate data rectified or supplemented;
- c) to erasure ('the right to be forgotten');
- d) to restrict processing;
- e) to data portability;
- f) to object to the processing;
- g) to lodge a complaint with the Office for Personal Data Protection.

11.8 The User may withdraw their consent to the processing of data for marketing purposes at any time via the support email address or via their User Account.

11.9 The Provider employs appropriate technical and organisational measures to protect personal data against unauthorised access, loss or misuse. Access to the data is restricted to authorised persons who are bound by a duty of confidentiality.

11.10 The User acknowledges that, for the purposes of system protection, preventing misuse of the Services, monitoring compliance with the Terms and Conditions, assessing prohibited practices, evaluating Payouts, processing Withdrawals and maintaining audit records, the Provider may process data relating to the User's activity in a simulated environment, trading instructions, access points, IP addresses, devices, geolocation data, login times, technical logs, trading metadata and other related data.

This data may be used in particular for internal security, technical, compliance, analytical and audit purposes, including assessing whether the User's conduct complies with these Terms and Conditions, the programme rules and the Provider's internal standards.

11.11 Detailed information on the processing of personal data, its purposes and scope is set out in the document ‘Personal Data Processing Policy’, which is available on the Provider’s Website.

## **Article 12 – Affiliate Programme**

12.1 The Provider operates the TRONEXO Affiliate Programme (hereinafter referred to as the “Affiliate Programme”), which enables Users to earn rewards for recommending TRONEXO Services to other persons, in the form of commissions on orders placed or fees paid by such persons.

12.2 The Affiliate Programme is a marketing partnership. It does not constitute an investment, brokerage or trading activity within the meaning of the legislation governing business activities on the capital market.

12.3 Any User who has an active User Account and who agrees to the terms and conditions of the Affiliate Programme published on the Website may become a participant in the Affiliate Programme. The Provider is entitled to set further entry criteria or an approval process.

12.4 Each approved participant is assigned a unique affiliate link or code, through which they may promote TRONEXO’s Services.

12.5 An affiliate commission is only payable if a person referred via the affiliate link places a valid and paid order for the TRONEXO Challenge service or another service eligible for affiliate commissions.

12.6 The amount of the affiliate commission is set as a percentage or a fixed sum of the price of the service paid by the referred User, and is determined by the current price list or the rules of the Affiliate Programme published on the Website.

12.7 Following verification of the referred User’s payment and a check to ensure compliance with the rules of the Affiliate Programme, affiliate commissions are credited to the Affiliate Programme participant’s Wallet in the form of Credits. The crediting of a commission to the Wallet does not constitute a payment of funds, but merely an internal accounting transaction within the Provider’s system.

12.8 Withdrawal of affiliate commissions recorded in the Wallet is carried out via a Withdrawal request in accordance with Clause 3 of these Terms and Conditions. The Provider is entitled, prior to processing a Withdrawal, to verify the identity of the Affiliate Programme participant, their authorisation to make a Withdrawal, compliance with the terms of the Affiliate Programme, the accuracy of billing or payment details, and, where necessary, to carry out further checks in accordance with these Terms and Conditions.

12.9 In the event that a referred User breaches the Terms and Conditions, a Fee is refunded, an order is cancelled, a chargeback occurs, a transaction is voided, fraudulent or abusive conduct is detected, or any other reason arises for the cancellation or reduction of the originally recorded transaction, the Affiliate Programme participant’s entitlement to the relevant commission shall lapse to the corresponding extent.

12.10 The Affiliate Programme participant undertakes not to:

- a) promote TRONEXO’s Services in a misleading, untruthful or unethical manner;
- b) use paid advertising for the TRONEXO brand or its variants without the Provider’s consent;
- c) abuse the affiliate link system (e.g. registering their own accounts via their own link, incentivised registrations, etc.);

- d) breach any laws, fair marketing principles or standards of decency;
- e) share false information about the Services, business results or Payout;
- f) present TRONEXO's Services as an investment service, a brokerage service, capital management, trading with real funds, an investment opportunity, a means of capital appreciation or a way of achieving a guaranteed profit;
- g) make claims that could give the impression that the User is trading with the Provider's capital, is receiving a share of profits from real financial markets, or that the Payout constitutes an investment return;
- h) make false, misleading, disproportionate or unverified claims regarding the likelihood of success, the amount of potential rewards, the speed at which a Payout can be achieved, trading results, the performance of other Users or the nature of the Services;
- i) to use aggressive, coercive, unethical or otherwise inappropriate promotional methods, particularly towards persons who can reasonably be assumed to lack experience of financial markets or to be particularly vulnerable.

12.11 Breach of the rules set out in this Article may result, in particular, in:

- a) termination or suspension of participation in the Affiliate Programme;
- b) loss of entitlement to any affiliate commissions not yet credited or Credits held in the Wallet;
- c) the withdrawal of Credits held in the Wallet, if they were credited in connection with a breach of the Affiliate Programme rules;
- d) the blocking or restriction of the User Account;
- e) refusal of a Payout or Withdrawal, where this is related to a breach of these Terms and Conditions;
- f) potential legal action by the Provider, including the assertion of a claim for damages.

12.12 The Provider is entitled to amend the rules of the Affiliate Programme, the amount of commissions, the method of payment or the conditions of participation at any time, even without prior notice, if this is necessary due to technical, operational or legal changes.

12.13 The Provider reserves the right to refuse, suspend or terminate the participation in the Affiliate Programme of any User in respect of whom it suspects fraudulent, manipulative or unethical conduct.

12.14 The Affiliate Programme may be suspended or terminated at any time. In such a case, only those affiliate commissions which had been duly recognised and approved by the Provider by the time of the Affiliate Programme's termination, and for which there was no grounds for their cancellation, reduction, deduction or set-off under these Terms and Conditions, shall be credited to the Wallets of the Affiliate Programme participants.

Withdrawal of Credits credited in this way from the Wallet is subject to the standard Withdrawal process set out in Clause 3 of these Terms and Conditions.

### **Article 13 – Termination of the Contractual Relationship and Expiry of the User's Rights**

13.1 The Contract, of which these Terms and Conditions form part, is concluded for the duration of the relevant Service or, where applicable, for the duration of the User Account, unless otherwise implied by the nature of the specific Service, order, programme, these Terms and Conditions or the Cooperation Agreement.

Individual Services, in particular TRONEXO Challenge, the Trading Account, TRONEXO Account, Wallet or the TRONEXO Trader mode, may be terminated separately without this necessarily resulting in the cancellation of the entire User Account, unless the Provider decides otherwise or unless otherwise provided for in these Terms and Conditions.

13.2 The contractual relationship between the Provider and the User entered into under these Terms and Conditions shall terminate, in particular:

- a) upon termination of the User Account;
- b) upon notice of termination or withdrawal from the Contract, where permitted by these Terms and Conditions or by law;
- c) upon the expiry of the period for which a specific Service was agreed;
- d) upon fulfilment, non-fulfilment or breach of the terms and conditions of a specific TRONEXO Challenge or other Service;
- e) upon termination of the Cooperation Agreement, if the User is subject to the TRONEXO Trader scheme;
- f) the cancellation or suspension of the TRONEXO system;
- g) in any other manner specified in these Terms and Conditions, the Cooperation Agreement or by law.

13.3 The User is entitled to request the closure of their User Account at any time. The request must be sent to the Provider's support email address or submitted in any other manner specified by the Provider.

13.4 If the User requests the cancellation of their User Account whilst they have an active Service, in particular an active TRONEXO Challenge, Trading Account, TRONEXO Account, Wallet or an outstanding request for a Payout or Withdrawal, they acknowledge that the cancellation of the User Account may result in the termination of the relevant Service, loss of access to the Trading Platform, the loss of the ability to continue in the programme, the loss of the ability to request a Payout or Withdrawal, and the loss of other rights associated with the User Account.

In such a case, the Fee paid shall not be refunded, unless otherwise provided for in these Terms and Conditions, the Cooperation Agreement or mandatory legal provisions.

13.5 The Provider is entitled to terminate the contractual relationship, terminate a specific Service, or cancel or suspend a User Account, Trading Account, TRONEXO Account or Wallet with immediate effect if:

- a) the User breaches these Terms and Conditions, the Service Rules, the rules of a specific TRONEXO Challenge or the Cooperation Agreement;
- b) the Provider discovers or has reasonable grounds to suspect fraudulent, manipulative, unethical, abusive or otherwise risky conduct on the part of the User;
- c) the User employs prohibited commercial practices or attempts to circumvent the programme rules;
- d) The User provides false, incomplete, out-of-date or misleading information during registration, when placing an order, during verification, in communication with the Provider or whilst using the Services;
- e) The User jeopardises the security of the system, the integrity of the simulated environment, the legitimate interests of the Provider, other Users or contractual partners, or the Provider's reputation;
- f) The User originates from a prohibited jurisdiction, is located in a prohibited jurisdiction, is subject to sanctions or is subject to any other restriction on the provision of the Services;

g) The User fails to provide the required documentation, explanations or cooperation necessary for identity verification, KYC/AML checks, sanctions screening, jurisdiction checks, internal assessment or the resolution of a complaint.

When selecting a specific measure under this provision, the Provider shall take due account of the criteria set out in Article 6.12 of these Terms and Conditions. This is without prejudice to the Provider's right to apply even stricter measures with immediate effect if justified by the nature or seriousness of the breach, or by security, regulatory or other relevant risks.

13.6 In the event of termination, cancellation or suspension pursuant to Article 13.5, the User's entitlement to a refund of the Fee, continued use of the Service, Payout, Withdraw, withdrawal of Credits held in the Wallet, affiliate rewards or any other performance shall cease, unless otherwise provided for in these Terms and Conditions, the Cooperation Agreement or mandatory legal provisions.

13.7 The Provider is entitled to temporarily suspend a User Account, Trading Account, TRONEXO Account, Wallet, Payout, Withdrawal or any other part of the Services if it has reasonable grounds to suspect a breach of these Terms and Conditions, or if an internal review of the User's activities, a security check, a KYC/AML check, a sanctions check, a jurisdiction check, an investigation into a technical error, complaint handling or any other risk assessment is ongoing. During the period of suspension, the User may not be permitted to trade, continue participating in the Programme, request a Payout, request a Withdrawal or dispose of Credits held in the Wallet.

13.8 If a User Account is terminated without the User having breached these Terms and Conditions, the User is entitled to request a Withdrawal of eligible Credits held in the Wallet within 30 days of the termination of the User Account, provided that such Credits meet the conditions for Withdrawal under these Terms and Conditions and there is no reason for their suspension, deduction, set-off or forfeiture.

Upon the expiry of this period without action, the User's right to request a withdrawal of Credits held in the Wallet shall lapse, unless the Provider decides otherwise.

If the User Account is terminated due to a breach of these Terms and Conditions, misuse of the Services, fraudulent conduct, prohibited commercial practices, circumvention of the rules, a sanction-related restriction or any other serious reason under these Terms and Conditions, the balance in the Wallet shall lapse and all eligible Credits recorded in the Wallet shall remain without any entitlement to a Withdrawal, reimbursement, compensation or any other form of payment, unless mandatory legal provisions provide otherwise.

13.9 The Provider is entitled, to the extent permitted by law, to deduct, withhold or cancel the corresponding number of Credits recorded in the Wallet if it has a due and payable claim against the User, a claim for damages, a claim for the return of Credits credited in error, or any other claim arising in connection with a breach of these Terms and Conditions, the Contract or the rules of a specific programme.

13.10 The Provider is entitled to cancel, restrict or suspend the operation of the TRONEXO system, the Website, the Trading Platform, individual programmes, types of Challenges or other Services for technical, operational, commercial, security, regulatory or legal reasons.

In such a case, the User shall not be entitled to damages, lost profits, a Payout, a Withdrawal, compensation, an extension of the programme or any other performance, with the exception of Services that have been demonstrably paid for but not yet provided, unless the Provider or mandatory legal provisions stipulate otherwise.

13.11 The termination of the contractual relationship shall not affect provisions which, by their nature, are intended to survive such termination, in particular provisions relating to the protection of personal data, liability for damages and limitation of liability, intellectual property, trademark protection, confidentiality of information, set-off, the extinction of the User's rights, governing law and dispute resolution.

13.12 The Provider is entitled to terminate a specific active Service, a Trading Account or a TRONEXO Account if, during its term, the User fails to carry out any transaction or other required activity for a period of 30 consecutive calendar days, unless otherwise specified for the specific Service on the Website, in the User Account, on the Trading Platform or in the Cooperation Agreement.

Inactivity under this provision may lead, in particular, to the termination of the relevant programme phase, the deactivation of the Trading Account or TRONEXO Account, the loss of the ability to continue using the Service, or the loss of the ability to request a Payout, where this is in accordance with the rules of the specific Service.

13.13 All obligations arising prior to the termination of the contractual relationship shall remain in force until they have been settled.

#### **Article 14 – Amendments to the Terms and Conditions**

14.1 The Provider is entitled to unilaterally amend, supplement or update these Terms and Conditions at any time, in particular due to changes in legislation, regulatory requirements, the decision-making or supervisory practices of the relevant authorities, technical developments in the TRONEXO system, changes to the Trading Platform, data sources, payment methods, KYC/AML processes, security measures, changes to the range of Services, changes to the rules of individual programmes, the prevention of misuse of the Services, the protection of the Provider, Users or contractual partners, or where necessary to adjust commercial, technical or operational processes.

14.2 The Provider shall publish the current version of the Terms and Conditions on the Website and specify the date on which they come into effect. Users shall be informed of any material changes to the Terms and Conditions by email, via a notification within the User Account or by other appropriate means, generally at least seven (7) days before the new version comes into effect, unless the Provider specifies a longer period.

Changes that are necessary due to amendments to legislation, a decision by a public authority, a security risk, the prevention of fraud or misuse of the Services, system protection, or changes to the Trading Platform, data source, payment partner or other third party, may come into effect earlier if this is necessary in view of their nature.

14.3 If the User does not agree with the new version of the Terms and Conditions, they are entitled, by the date on which they come into effect, to request the cancellation of their User Account or to cease using the Services where this is possible given their nature. By continuing to use the Website, User Account, Trading

Platform, Trading Account, TRONEXO Account, Wallet or any other part of the Services after the effective date of the revised Terms and Conditions, the User is deemed to have agreed to the revised Terms and Conditions.

If the User does not agree to the amendment to the Terms and requests the cancellation of their User Account or the termination of the Service, the provisions regarding the termination of the contractual relationship and the extinction of the User's rights, as well as those relating to the Wallet, Payout and Withdrawal, as set out in these Terms, shall apply *mutatis mutandis*.

14.4 The Provider may make changes of a purely technical, administrative, drafting or organisational nature – in particular, adjustments to terminology, text formatting, corrections of obvious errors, the addition of explanatory provisions, changes to internal processes, or changes that do not substantially alter the User's rights and obligations – without specific prior notice.

14.5 The Provider reserves the right at any time to issue a new full version of the Terms and Conditions, which shall replace all previous versions as from the date on which it comes into effect.

14.6 An archive of previous versions of the Terms and Conditions is maintained by the Provider and made available to the User on request, provided this is technically and legally feasible.

14.7 A change to the Price List, the range of Services or the Programme Rules that applies exclusively to Services ordered after such change takes effect shall not constitute an amendment to these Terms and Conditions and shall not be subject to the notification procedure under Article 14.2.

A Service already ordered shall continue to be governed by the Programme Rules and parameters applicable to that Service pursuant to Articles 2.6 and 2.15 of these Terms and Conditions.

An amendment to the Programme Rules may apply to a Service already ordered where it is in favour of the User, where the User agrees to it, or where its application is necessary due to mandatory applicable law, a decision of a public authority, a security risk, the prevention of fraud or misuse of the Services, protection of the integrity of the system, or a necessary change to the Trading Platform, data source or another third party. In such circumstances, the Provider shall inform the User of the change by appropriate means where permitted by the nature and circumstances of the change.

## **Article 15 – Governing Law, Dispute Resolution and Jurisdiction**

15.1 These Terms and Conditions, the Contract and all legal relationships between the Provider and the User shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and related legislation. Where the User is a consumer with their habitual residence in another country, the choice of Czech law shall not affect the protection to which they are entitled under the mandatory provisions of the legal system of their country of habitual residence, provided that such protection cannot be contractually excluded.

15.2 Should an amicable resolution of the dispute not be reached, any disputes arising from these Terms and Conditions, the Contract or relating to the Services shall be settled by the courts of the Czech Republic having subject-matter and territorial jurisdiction. In relation to Users who are not consumers, the contracting parties have agreed that the court with local jurisdiction shall be the court determined by the Provider's registered

office, provided that such an agreement on local jurisdiction does not conflict with mandatory legal provisions. Where the User is a consumer, this provision shall not affect their right to bring a claim before a court having jurisdiction under mandatory consumer protection legislation.

15.3 If the User is a consumer, they have the right, under the conditions laid down by law, to refer the matter to the relevant body for the out-of-court resolution of consumer disputes. In the Czech Republic, this body is, in particular, the Czech Trade Inspection Authority, unless another authority or body for the out-of-court resolution of consumer disputes has jurisdiction over the dispute in question. This does not affect the User's right to bring the matter before the competent court.

## **Article 16 – World Trading Championship (WTC)**

16.1 The World Trading Championship ("WTC") is the Provider's internal competitive, marketing and assessment programme intended for Users in the TRONEXO Trader mode who meet the conditions for participation set out in these Terms and Conditions, the WTC rules and the Cooperation Agreement. The WTC takes place exclusively within the simulated, educational, analytical and evaluation environment of TRONEXO. Participation in the WTC does not constitute participation in real trading in financial instruments, an investment competition, capital management, an investment service, a brokerage service, trading in the Provider's or third parties' capital, or any other regulated financial activity.

16.2 Participation in the WTC is open only to natural persons aged 18 or over who hold an active User Account and an active TRONEXO Account in TRONEXO Trader mode, who meet the conditions for using the Services, who are not excluded from participation under these Terms and Conditions, and who meet any further conditions set by the Provider.

The Provider is entitled to set out further conditions for participation in the WTC as specified on the Website, in the User Account or in the WTC rules. Participation in the WTC is not a legal entitlement. The Provider is entitled to refuse to include a User in the WTC, to suspend their participation or to exclude them from the WTC if there is a reason under these Terms and Conditions, the WTC rules, the Cooperation Agreement or on the basis of an internal assessment carried out in accordance with these documents.

16.3 The aim of the WTC is to compare selected simulated results achieved by Users via their TRONEXO Account within a specific assessment period, in particular a calendar month or year, or any other period determined by the Provider. Evaluation in the WTC may be carried out, in particular, on the basis of the percentage return on notional capital in the relevant TRONEXO Account, consistency of performance, eligible simulated results, or in accordance with any other methodology published in advance by the Provider. The Provider is entitled to establish different WTC categories, in particular the main monthly leader board, the 'WTC Champion' category, the 'WTC Jumper' category or other special categories.

16.4 Only results achieved within the TRONEXO simulated environment, which the Provider deems eligible in accordance with these Terms and Conditions, the WTC rules, the rules of the specific programme and the Provider's internal control mechanisms, shall be included in the WTC assessment.

In particular, the following results may be excluded from the assessment:

- a) achieved in breach of these Terms and Conditions, the Cooperation Agreement or the rules of a specific programme;
- b) achieved through prohibited trading practices;
- c) influenced by a technical or system error, incorrect simulated execution, server outage, data delay, latency, discrepancy between data sources or any other non-standard technical situation;
- d) achieved through coordinated trading, copy trading, account sharing, circumventing limits, the use of multiple accounts or any other unfair advantage;
- e) which are the subject of an investigation, complaint, internal audit, security assessment or compliance review.

The exclusion or correction of a result under point (c) does not in itself imply that the User has breached these Terms and Conditions, provided that they have not exploited or attempted to exploit the technical or system error.

16.5 In assessing the ranking in the WTC, the results achieved, fulfilment of the conditions, the User's eligibility, the awarding of the WTC Reward and any disqualification, the Provider's internal records, business data, technical records, database data, system logs, the results of internal audits and the records of the Provider or the Trading Platform provider shall be decisive.

The Provider is entitled to verify, recalculate, correct, exclude, annul or otherwise adjust the WTC results if it discovers a technical error, an incorrect evaluation, a breach of the rules or any other circumstance affecting the accuracy, fairness or integrity of the WTC.

The User has no legal entitlement to the inclusion of a specific result in the WTC, to a specific position in the rankings, or to the maintenance of a ranking published on an ongoing basis, provided that the Provider acts in accordance with these Terms and Conditions and the WTC rules.

16.6 The Provider may publish a ranking of Users within the WTC, in particular their position, percentage score, simulated performance, placement category, status achieved, the User's country, an anonymised identifier, a pseudonym or other data to the extent specified by these Terms and Conditions, the WTC Rules, the Personal Data Processing Policy and applicable legislation.

A User's full name, photograph, likeness, personal story or any other data enabling the direct identification of the User may only be published in accordance with data protection legislation and, where applicable, on the basis of the User's consent, if such consent is required for the specific method of publication.

The User acknowledges that anonymised or aggregated WTC results may be used by the Provider for marketing, statistical, analytical, educational and informational purposes without the User being entitled to any further remuneration.

16.7 A place in the WTC may be linked to a reward, bonus, benefit or other advantage determined by the Provider ('WTC Reward').

A WTC Reward may take the form of, in particular:

- a) Credits credited to the Wallet;

- b) a discount or reduced Fee for a further TRONEXO Challenge;
- c) access to the 'Learn from the Best' programme or another programme run by the Provider;
- d) a marketing status, title, designation or listing in a ranking;
- e) other rewards or benefits determined by the Provider.

The specific amount, form, conditions and method of provision of the WTC Reward are determined by the Provider and published on the Website, in the User Account, in the WTC rules or by any other appropriate means.

16.8 The WTC Reward is not automatically granted until it has been finally approved by the Provider. Entitlement to the WTC Reward does not arise merely from achieving a certain simulated result, a position in the interim leader board, the User's inclusion in the leader board, or any other interim assessment.

The WTC Reward may only be awarded to the User after the end of the relevant assessment period, following internal verification of the results, a check to ensure compliance with these Terms and Conditions, the WTC Rules, the rules of the specific programme and the Cooperation Agreement, and following final approval by the Provider.

Until such time as final approval is granted by the Provider, the User has no legal entitlement to the WTC Reward, Credits, cash bonuses, financial payments, benefits or any other benefits related to the WTC.

16.9 Where the WTC Reward is provided in the form of Credits, these Credits are credited to the User's Wallet as internal accounting units in accordance with these Terms and Conditions. The crediting of the WTC Reward to the Wallet does not constitute a payment of funds, an investment return, a return from trading on financial markets, a share in profits, a wage, remuneration for employment, or any other actual financial consideration. Withdrawal of Credits credited as a WTC Reward is only possible under the conditions set out in these Terms and Conditions, the WTC rules, and upon fulfilment of the Provider's relevant verification and approval conditions.

16.10 The Provider is entitled, prior to the final approval or provision of the WTC Reward, to refuse to provide it, to suspend it, withhold, alter its form or cancel it if the User fails to meet the required conditions, fails to provide the required cooperation, provides false or incomplete information, fails to pass the required checks, or if its provision could conflict with the Provider's legal, regulatory, sanctions-related, tax, accounting, payment or other obligations.

16.11 The User may be disqualified from the WTC, including retrospectively, in particular if:

- a) they have breached these Terms and Conditions, the Cooperation Agreement, the WTC rules or the rules of a specific programme;
- b) they have engaged in a prohibited trading practice;
- c) they have knowingly exploited or attempted to exploit a technical or system error, server outage, incorrect simulated execution, data delay, latency, discrepancy between data sources or any other non-standard technical situation to gain an unfair advantage;
- d) failed to report a detected technical or system error in cases where such an obligation is imposed on them by these Terms and Conditions;

- e) traded in a coordinated manner with another User, through multiple accounts, on behalf of another person, for the benefit of a third party, or in breach of the rules governing personal use of the Services;
- f) provided false, incomplete, out-of-date or misleading information;
- g) has failed to comply with the Provider's KYC/AML, sanctions, jurisdictional, tax, payment or other compliance requirements;
- h) their conduct in connection with the WTC jeopardises the integrity of the competition, the Services, the Website, the Trading Platform or the TRONEXO system.

16.12 The Provider is entitled to amend the WTC rules, the calculation methodology, the evaluation period, the categories, the evaluation criteria, the form and amount of WTC Rewards, the method of publishing the rankings or other terms and conditions of the WTC.

Changes shall, as a rule, apply to assessment periods commencing after they come into effect. Where a change is necessary for technical, security, legal, regulatory or similarly compelling reasons, or to protect the integrity of the WTC, the Provider is entitled to apply it, to the extent necessary, to ongoing assessment periods as well.

The Provider is also entitled to temporarily suspend, terminate or cancel the WTC, in particular for technical, operational, security, commercial, legal, regulatory, sanction-related, tax, payment or organisational reasons. Any change, suspension, termination or cancellation of the WTC shall not entitle the User to claim damages, loss of profit, a Payout, a Withdrawal, a WTC Reward, compensation, substitute participation, a substitute reward or any other form of performance, unless the Provider or mandatory legal provisions stipulate otherwise.

16.13 The User is responsible for fulfilling the tax, accounting, contribution, record-keeping and other obligations applicable to them under the relevant legislation in connection with any WTC Reward, Credits credited to the Wallet, Withdrawal or other performance provided in connection with the WTC. The Provider does not provide the User with tax, accounting, legal or other professional advice and shall not be liable for any tax, accounting or other legal consequences of the User's participation in the WTC to the extent permitted by law.

## **Article 17 – Final Provisions**

17.1 These Terms and Conditions, together with the User's order, the order confirmation, the Programme Rules applicable to the specific Service ordered, any annexes, the Cooperation Agreement and any other documents expressly referred to in these Terms and Conditions, constitute the contractual documentation between the User and the Provider relating to the provision of the Services.

In the event of a conflict between the individual documents, the following order of precedence shall apply:

- a) any individual agreement entered into between the Provider and the User, in particular the Cooperation Agreement, to the extent of the specific conflict;
- b) the order confirmation and the Programme Rules applicable to the specific Service ordered, in particular with respect to its trading, performance, pricing or technical parameters;

c) these Terms and Conditions;

d) other information provided on the Website, in the User Account, FAQs, guides, marketing materials or other practical instructions issued by the Provider.

The Programme Rules shall prevail over these Terms and Conditions only with respect to the specific parameters and special rules of the relevant Service and shall not be interpreted as altering the general legal nature of the Services or the other general provisions of these Terms and Conditions unless expressly stated otherwise.

17.2 The contract for the creation and use of a User Account is concluded electronically between the Provider and the User at the moment the User confirms their acceptance of these Terms and Conditions during registration.

The contract for the provision of a specific paid Service is concluded electronically, in particular, upon the Provider's confirmation of the order, receipt of payment, activation of the relevant Service, or the provision of access to the relevant Trading Account, TRONEXO Account or other part of the Service, whichever occurs first.

The User agrees that neither a handwritten signature nor a qualified electronic signature is required for the conclusion of the Contract, unless mandatory legal provisions stipulate otherwise.

17.3 All communication between the Provider and the User shall take place electronically, in particular via email, the User Account, the Trading Platform, notices on the Website or any other electronic interface designated by the Provider, unless the contracting parties agree otherwise or unless legislation requires another form.

A notice sent to the User at the email address specified in the User Account or made available in the User Account shall be deemed to have been duly delivered, unless the User proves that delivery was prevented by an objective obstacle beyond their control.

17.4 The User agrees that all legal acts, trading instructions, requests, confirmations, consents, notifications or other actions carried out via their User Account, Trading Platform, Trading Account, TRONEXO Account or Wallet shall be deemed to have been carried out directly by the User.

This applies even if the relevant account, access or interface was used by another person to whom the User granted access, or if the User breached their obligation to protect their access details.

17.5 These Terms and Conditions may be drawn up in Czech and English. Both the Czech and English versions shall be deemed to be the binding language versions of these Terms and Conditions. In the event of any conflict, ambiguity or differing interpretation between the Czech and English versions, the Czech version shall prevail, unless the Provider expressly stipulates otherwise or mandatory consumer protection legislation requires a different conclusion. Translations of these Terms and Conditions into languages other than Czech and English are for information purposes only, unless the Provider expressly stipulates otherwise. Where the User is a consumer, this provision shall not affect the protection to which they are entitled under the mandatory legal provisions of the country of their habitual residence, nor any statutory requirements regarding the language, clarity or comprehensibility of pre-contractual or contractual information.

17.6 In the event of any conflict between the wording of these Terms and Conditions and an individual contract concluded between the Provider and the User, in particular a Cooperation Agreement, the individual contract shall take precedence, but only to the extent of the specific conflict. The other provisions of these Terms and Conditions remain unaffected.

17.7 Should any provision of these Terms and Conditions prove to be invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that best corresponds to its purpose and meaning.

17.8 No part of these Terms and Conditions shall be construed as limiting the statutory rights to which the User or the Provider is entitled under these Terms and Conditions, an individual contract or the relevant legislation.

If the Provider fails to exercise any right, claim or entitlement under these Terms and Conditions, fails to exercise it in a timely manner, or exercises it only in part, this shall not constitute a waiver of such right, claim or entitlement, nor shall it limit the possibility of exercising it in the future.

17.9 The Provider is entitled to assign any claim it has against the User, as well as to transfer its rights and obligations arising from these Terms and Conditions, the Contract or related contractual relationships to a third party, in particular in the context of a transfer of business, a change of the TRONEXO system operator, a reorganisation of the group, a project transfer or any other commercial transaction.

If the User is a consumer, such a transfer must not result in a deterioration of their position to the extent prohibited by mandatory legal provisions.

The User is not entitled to assign or transfer their rights, obligations, claims, User Account, Trading Account, TRONEXO Account, Wallet, Payout, Withdrawal or any other authorisation arising from these Terms and Conditions or the Agreement to a third party without the Provider's prior written consent.

17.10 The annexes to these Terms and Conditions form an integral part thereof. In the event of any conflict between the main text of the Terms and Conditions and an annex, the main text of the Terms and Conditions shall prevail, unless the annex expressly stipulates that it shall take precedence as a special provision for a specific Service, programme or contractual relationship.

17.11 These Terms and Conditions shall become effective on the date specified in their heading. If no effective date is specified in the heading, they shall become effective on the date of their publication on the Website, unless otherwise stated.