

#### Overview

These Terms and Conditions ("Terms") are a legally binding agreement between you ("Customer") and Edu Technologies – FZCO, registration number: DSO-FZCO-44390, license number: 46581 and address: Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates ("Company" or "Provider"). They outline the rules and responsibilities governing your Account and your use of the Company's Services, including but not limited to participation in an Assessment Program, becoming a Funded Trader, or using any ancillary services related to these activities.

#### 1.Defined terms

Unless expressly stated otherwise or the context requires it, the following words have the following meanings when used in these Terms:

- 1. Access Fee means the upfront fees payable by you to the Company to receive the Services, as relevant to your selected Assessment Program and prescribed in the Schedule of Assessment Programs & Fees.
- 2. Assessment Program means an "Assessment Program" as detailed in the Schedule of Assessment Programs & Fees which you select as part of establishing your Account.
- 3. Account means an account created by you, or on your behalf, to use Services offered by the Company.
- 4. Account Application Form means the relevant application form (whether printed or hosted online) you must complete to establish an Account.
- 5. Assessment Criteria means the relevant criteria corresponding to each Assessment Program detailed in the Schedule of Assessment Programs & Fees, and requirements of which are to be satisfied as part of determining whether the Company considers a person to have sufficient proficiency in Trading.
- 6. Assessment Program means an "Assessment Program" as detailed in the Schedule of Assessment Programs & Fees which you select as part of establishing your Account.
- 7. Bankroll means the representative dollar value which you will be allocated if you are selected to become a Funded Trader, and from which you will use to construct and place representative Trades.
- 8. Confidential Information means any information which is by its nature confidential or commercially sensitive and includes all technical,

- proprietary and operational information, drawings, techniques, processes, know-how, methods of working, data and specifications, trade secrets and other commercially valuable information of any kind, and the terms of these Terms.
- 9. Funded Trader means a person who accepts the Company's offer to become an independent contractor to construct and place theoretical Trades using representative real-time data on the Trading Platform.
- 10. Funded Trader Criteria means the relevant criteria a Funded Trader needs to satisfy to receive Trader Payments (as prescribed in the Schedule of Assessment Programs & Fees).
- 11. Independent Contractor Agreement means an agreement to be entered into between you and the Company if you are selected to become a Funded Trader.
- 12. Intellectual Property Rights means all Confidential Information and all industrial and intellectual property rights including:
  - any current and future rights in respect of or in connection with any copyright, patents, trademarks, design rights or eligible layout rights, trade secrets, know-how, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 (whether registered or not);
  - 2. any current and future rights to apply for registration of any of the rights in paragraph (a) above.
- 13. Notional Net Profit means the notional value that can be attributed to the representative value of the net positions of your Trades for each Trading Period.
- 14. Permitted Use means the construction and placement of Trades on the Trading Platform as part of the Assessment Program or as a Funded Trader.
- 15. Restricted Territory has the meaning given in clause 4.
- 16. Restrictions means the prohibited and restrictions of use of the Services set out in clause 24 and 25.
- 17. Schedule of Assessment Programs & Fees means the schedule of the same name detailing the Assessment Program(s) available to you (and relevant details for Access Fees, Assessment Criteria and Funded Trader Criteria and Potential Trader Payment) when you establish an Account and as part of the Services.
- 18. Services means the provision by the Company of trading technology (including the Trading Platform) and trading assessment services to you and other applicants and Funded Traders and as part of your selected Assessment Program.
- 19. Terms means these Terms and Conditions and includes the accompanying documents expressly agreed to form part of these Terms, including the Schedule of Assessment Programs & Fees.
- 20. Trades means the theoretical and/or representative forex and contractsfor-difference (CFD) trades you construct and place on the Trading

- Platform whether as part of your Assessment Program or as a Funded Trader, and Trading has a corresponding meaning.
- 21. Trader Payments means the amounts you will be entitled to receive if you become a Funded Trader and satisfy the Funded Traded Criteria (as prescribed in the Schedule of Assessment Program & Fees).
- 22. Trading Platform means the technology platform provided by the Company to you as part of the Services to construct and place Trades.
- 23. Website means the Company's website prescribed in the Schedule of Assessment Programs & Fees or such other website(s) as the Company may maintain from time to time to deliver any part of Services

## 2. Assessment of Trading skill

- 1. By establishing an Account and paying the Access Fee, you are agreeing to have your trading skills assessed by the Company in a proprietary demonstration environment (developed by the Company) and against the Assessment Criteria corresponding to your chosen Assessment Program.
- 2. You will be provided with access to the Trading Platform which you will use to conduct your Trades for assessment by the Company against the Assessment Criteria.
- 3. To register as a Trader, you may be asked to provide personal information, including, but not limited to your name, email address, mailing address, phone number, date of birth and a username and password for an account that is unique to you. The information provided is subject to the Company's privacy policy accessible below.
- 4. The account will be personal to You, and You cannot share it with anybody else. You also may not purchase an account on behalf of a third party or have an account purchased for you by a third party. You will be responsible for maintaining the confidentiality of your username and password. If you suspect that your account has been breached, you must immediately notify The Company.

## 3. Funded Trader

- 1. If your trading skills are sufficiently proficient and you satisfy the Assessment Criteria, the Company may offer you a role as a Funded Trader (which you may accept or decline). There is no guarantee that you will be offered such a role, irrespective of whether you satisfy the relevant Assessment Criteria.
- 2. As a Funded Trader, the Company will allocate to you a Bankroll (the amount of which will correspond to your Assessment Program) from which you will conduct Trades with the aim of making a Notional Net Profit for each Trading Period.

- 3. If you satisfy the Funded Trader Criteria for a given Trading Period, you will receive a Trader Payment for that Trading Period.
- 4. If you do not meet the Funded Traded Criteria for a given Trading period, you will not receive a Trader Payment for that Trading Period.
- 5. As a Funded Trader, you will not be required to make any payment of money to either fund your allocated Bankroll or cover the negative monetary positions of your Trades. Your Bankroll and the monetary positions of your Trades are representative in nature only and are not "live" amounts or positions.

### 4. Trades are representative only

All your Trades will be placed on the Trading Platform, which is strictly a demonstration only environment and not a "live" platform. The Trading Platform may use real data taken from a live trading environment, but such data will be representative only and your Trades will not be placed in a "live" trading environment. This applies to the Trades.

#### 5. Non-Investment Services Disclaimer

- 1. In accordance with applicable laws, none of the services provided by the Provider to the Customer are to be construed as investment services. The Provider does not offer or provide any guidance, instructions, or information on how the Customer should execute transactions while using the services or otherwise. Furthermore, the Provider does not supply any advice regarding the financial instruments being traded, and the Provider does not accept any such guidance, instructions, or information from the Customer.
- 2. The services and any recommendations made by the Provider are not intended to constitute investment advice. Employees, staff, and representatives of the Provider are not authorized to offer investment advice or recommendations. Should any information or statement from the Provider's employees, staff, or representatives be construed as investment advice or recommendations, the Provider explicitly disclaims any such interpretation and shall not be held responsible for it.

### 6. Use of Services

Your use of the Services is subject to compliance with these Terms and any additional policies or guidelines that the Company may implement. Any violation of these Terms may result in suspension or termination of your Account without prior notice.

# 7. Eligibility

- 1. The Services are available only to individuals who are at least 18 years old and reside in a country where the Company operates. The Company may refuse access to its Services to any person at its sole discretion.
- 2. You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

## 8. Acceptance of Terms

By registering for an Account and using the Services provided by Edu Technologies – FZCO, you expressly confirm that you have read, understood, and agreed to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Services.

### 9. Terms of Online Registration

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

# 10. No partnership or employee relationship

The parties are independent contracting parties to each other. These Terms do not create or constitute a partnership, joint venture, agency or employer/employee relationship between the parties, or allow a party to make any representation for the other party or bind the other party to another duty or obligation.

### 11. General Conditions

The Provider reserves the right to refuse service to anyone at any time for any reason.

The Customer acknowledges that their data content (except for credit card information), which is not of a sensitive nature, may be transferred unencrypted and involve

- 1. transmissions over various networks.
- 2. changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Without the Provider's express written consent, the Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect the Terms.

Additionally, the Company reserves the right to disallow or block any Trader from participating in the program for any reason, in the Company's sole and absolute discretion.

## 12. Information Accuracy

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

### 13. Changes to the Service and Prices

Product prices are subject to change at any time without prior notice. The Provider reserves the right to modify or discontinue the Service, including any accounts, features, or content offered, at any time and without prior notice. The Provider shall not be liable to the Customer or any third party for any modification, price change, suspension, or discontinuation of the Service.

#### 14. Product or Services

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

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

### 15. Account information and billing accuracy

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

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

The Customer is required to pay registration fees to gain access to the Prop Number One platform, models, and services, which are a brand of Edu Technologies – FZCO. Once the service has commenced (e.g., the Customer has begun trading) or if the Customer fails to successfully complete the Evaluation, the Customer is not entitled to a refund of the registration fee. All payments made are final and solely intended for the purpose of the Evaluation.

#### 16. Additional resources

The Provider may offer the Customer access to third-party tools over which the Provider has no monitoring, control, or input. The Customer acknowledges and agrees that such tools are provided by the Provider on an "as is" and "as available" basis, without any warranties, representations, or conditions of any kind, and without endorsement. The

Provider shall not be liable for any issues arising from or related to the Customer's use of these optional third-party tools.

Any use of optional tools made available through the site is entirely at the Customer's own risk and discretion, and the Customer is responsible for familiarizing themselves with and approving the terms under which these tools are provided by the respective third-party provider(s). Additionally, the Provider may introduce new services and/or features on the website in the future, including the release of new tools and resources, which will also be governed by these Terms of Service.

#### 17. External links

Certain content, products, and services available through the Provider's Service may include materials from third parties. Links to third-party websites on the Provider's site may direct the Customer to external sites that are not affiliated with the Provider. The Provider does not assume responsibility for examining or evaluating the content or accuracy of these third-party materials or websites and does not warrant or take responsibility for any third-party content, products, or services.

The Provider is not liable for any harm or damages arising from the purchase or use of goods, services, resources, content, or any other transactions conducted through third-party websites. The Customer is advised to carefully review the policies and practices of third parties and ensure they understand them before engaging in any transactions. Any complaints, claims, concerns, or questions regarding third-party products should be directed to the respective third party.

#### 18. Additional resources

The Customer agrees that the Provider may, without restriction, edit, copy, publish, distribute, translate, and use in any medium any comments the Customer submits to the Provider, whether online, by email, by postal mail, or through other means. The Provider is under no obligation to

- 1. keep any comments confidential.
- 2. provide compensation for any comments.
- 3. respond to any comments.

While the Provider reserves the right, it is under no obligation to monitor, edit, or remove content that, in its sole discretion, is deemed unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any party's intellectual property rights or these Terms of Service.

The Customer represents and warrants that their comments will not infringe upon the rights of any third party, including but not limited to copyright, trademark, privacy,

personality, or any other personal or proprietary rights. The Customer further represents and warrants that their comments will not contain libelous, unlawful, abusive, or obscene material, nor will they contain any computer viruses or malware that could affect the operation of the Service or any related website. The Customer must not use a false email address, impersonate any person or entity, or otherwise mislead the Provider or third parties as to the origin of any comments. The Customer is solely responsible for the accuracy and content of their comments. The Provider assumes no responsibility and disclaims all liability for any comments posted by the Customer or any third party.

Both the Customer and the Provider agree to conduct all interactions under this agreement with the utmost fairness and respect. Any actions that harm the reputation or legitimate interests of either party are strictly prohibited. This agreement imposes a duty on both parties to avoid such detrimental conduct during and after the term of their trading relationship. Any disputes should be resolved according to the terms of this agreement and applicable law. Violation of these provisions may result in immediate legal action, including cease and desist orders and other legal remedies to protect the rights and interests of the aggrieved party.

#### 19. Additional resources

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

## 20. Know Your Customer (KYC)

Edu Technologies – FZCO is committed to implementing robust and comprehensive procedures in line with legal and regulatory requirements for Know Your Customer (KYC), Customer Due Diligence (CDD), and Enhanced Due Diligence (EDD).

## 20.1 Know Your Customer (KYC)

The objectives of the KYC procedures are to:

- Establish an efficient mechanism for identifying and vetting prospective Counterparties.
- 2. Mitigate the risks of money laundering by collecting and analysing relevant information.
- 3. Facilitate the detection of suspicious transactions by identifying inconsistencies in the information provided.

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

## 20.2 Customer Due Diligence (CDD)

CDD is a mandatory process for initiating and maintaining relationships with Counterparties. The CDD protocol requires:

- 1. Collecting verifiable identification data from Counterparties to establish their identity unequivocally.
- 2. Understanding the intended nature and purpose of the Counterparty's trading activities, including their strategies and level of financial market knowledge.
- 3. Continuously monitoring trading activities to ensure they align with the Counterparty's declared trading strategy, risk profile, and financial resources.

## 20.3 Enhanced Due Diligence (EDD)

For business relationships or transactions deemed higher risk, as identified by the Provider's risk assessment, EDD will be implemented. These enhanced measures exceed standard CDD requirements and include:

- 1. Obtaining additional identity verification documents, particularly where standard documentation is insufficient or questionable.
- 2. Conducting a detailed interview, which may include a video call, to personally engage with the Counterparty and better assess their legitimacy.
- 3. Gaining deeper insight into the Counterparty's trading methodology to ensure it aligns with our risk tolerance and the ethical trading standards set by Edu Technologies FZCO.
- 4. Intensifying and maintaining ongoing monitoring of the Counterparty's trading activities to dynamically assess adherence to agreed-upon practices and risk parameters.

# 20.4 Know Your Customer (KYC) Procedures by Edu Technologies – FZCO

The Provider shall undertake KYC measures for all proposed transactions and business relationships. Under general KYC procedures, the Provider will:

 Verify the identity of the Counterparty using original or properly certified documents after the challenge phases have been successfully completed. The KYC verification process shall then be initiated.

- 2. Upon starting verification, the Counterparty will have the option to scan a QR code or receive a verification link via SMS, following which they will receive further instructions.
- 3. The Counterparty will be required to submit specific documents, which may include a valid photo ID such as a National ID, Passport, or Driver's License.
- 4. KYC verification will not proceed if expired documents are provided. Only the most recent and valid documents will be accepted.

  Once the necessary documents are gathered, the Counterparty will proceed to the "Agreement Signing" stage, where they must provide their full name and address and agree to the terms of the agreement. The verification process may take 48-72 hours to complete.
- 5. The Provider enforces strict compliance with these measures and reserves the right to refuse or discontinue any business engagement with a Counterparty if the CDD, EDD, or KYC criteria, as outlined herein, are not satisfactorily met.
  Failure to pass the KYC verification process will result in the rejection of the Counterparty's application for an Edu Technologies FZCO account.

### 21. Errors, Inaccuracies and Omissions

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

If the Customer encounters any discrepancies or anomalies in the Service, including but not limited to account details, transactions, or service features, they are required to report such issues to the Provider immediately. Prompt reporting will enable the Provider to address and correct the issue efficiently, ensuring the integrity and accuracy of the Service. Customers can seek assistance and report these issues to Edu Technologies – FZCO Support via the live chat option available on the dashboard or website, or by emailing <a href="mailto:support@propnumberone.com">support@propnumberone.com</a>. The Provider reserves the right to take appropriate actions to rectify any discrepancies to ensure the Service operates correctly and in accordance with the intended terms.

#### 22. Restriction Uses

The Customer is strictly prohibited from using the site or its content for any of the following purposes:

- 1. Engaging in any illegal activities or purposes.
- 2. Soliciting others to participate in any unlawful acts.
- 3. Violating any international, federal, provincial, state regulations, rules, laws, or local ordinances.
- 4. Infringing upon or violating the Provider's intellectual property rights or the intellectual property rights of others.
- 5. Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating against others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- 6. Submitting false or misleading information.
- 7. Uploading or transmitting viruses or any other type of malicious code that could affect the functionality or operation of the Service, any related website, other websites, or the Internet.

The Provider reserves the right to terminate the Customer's access to the Service and any related website for any violation of these restrictions.

## 23. Export Restrictions

Edu Technologies – FZCO adheres to strict compliance with global standards against fraud, money laundering, and terrorism financing as enforced by agencies like the Office of Foreign Assets Control (OFAC) and the Financial Action Task Force (FATF).

As such, the Provider does not offer its products or services via MasterCard, Visa, JCI, AMEX, or any other type of cards to countries restricted by sanctions imposed by the US Government, United Nations, and other jurisdictions.

These restricted countries include Russia, Burma (Myanmar), Iran, Sudan, Syria, North Korea, Afghanistan, Belarus, the Central African Republic, Cuba, the Democratic Republic of Congo, Ethiopia, Iraq, Lebanon, Libya, Mali, Nicaragua, Somalia, South Sudan, Ukraine, Venezuela, Yemen, and Zimbabwe.

# 24. Usage Restrictions

The Customer must not:

- Allow or enable another person or third party to view, access, or use their Account or the Trading Platform without the Provider's express permission.
- 2. Amend, modify, or alter any part of the Trading Platform or Services without the Provider's prior written consent.

- Use the Trading Platform, or permit its use, in any way that supports or facilitates, directly or indirectly, any illegal, unethical, unconscionable, or fraudulent activities, including those that contravene anti-money laundering and counter-terrorism financing laws of any country.
- 3. Use the Services in violation of any laws or any third party's personal or proprietary rights, including Intellectual Property Rights.
  Engage in activities such as scraping, crawling, framing/iFraming, posting unauthorized links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services, the Trading Platform, or Website.
- 4. Use the Services or Trading Platform to transmit unsolicited commercial communications to third parties.
- 5. Employ any trading strategy that is expressly prohibited by the Provider, including but not limited to:
  - Exploiting errors or latency in pricing and/or platforms provided by, or on behalf of, the Provider. Using non-public and/or insider information.
  - 2. Facilitating or supporting front-running trades placed elsewhere.
  - 3. Undermining the relationship the Provider may have with a service provider (including a broker), which could result in the cancellation of live trades placed by the Provider.
  - 4. Creating regulatory issues for the Provider or a service provider (including a broker).
  - Accessing multiple accounts from the same IP address or allowing an account to be used from multiple IP addresses. Permitting a third party to access or use your Account for any reason, including for placing trades or passing an evaluation challenge.
  - 6. Using any other strategy, software, or technique that the Provider, in its exclusive discretion, deems not to represent individual trading in good faith.

## 25. Prohibited Trading Practices

The Customer is prohibited from conducting trades that violate the stipulations outlined in this section or the FAQ. Any trades in violation of these stipulations are strictly forbidden. The Customer must adhere to the rules and guidelines set forth in this section, as well as those established by the FAQ when utilizing the Services.

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

- 2. Executing trades using an external or slow data feed or performing gap trading is prohibited for the Customer.
- 3. Engaging, either alone or in cooperation with others, in any trades or combinations of trades across connected accounts or accounts held within the platform, if the purpose is to manipulate trading, commonly referred to as "Group Trading," is forbidden. Examples of such manipulation include entering opposite positions simultaneously.
- 4. The use of any software, artificial intelligence, ultra-high speed, high-frequency trading, or mass data entry that could manipulate or abuse the Provider's systems or services, or provide an unfair advantage, is prohibited for the Customer.
- 5. Performing arbitrage (of any kind), including but not limited to triangular arbitrage, statistical arbitrage, latency arbitrage, market-making arbitrage, spatial arbitrage, pairs trading arbitrage, risk arbitrage, convertible arbitrage, volatility arbitrage, dividend arbitrage, tax arbitrage, yield curve arbitrage, or any other form of arbitrage that may exploit pricing differences between different markets or exchanges, is prohibited for the Customer.
- 6. Employing strategies that guarantee the execution of limit orders during periods of low liquidity is prohibited for the Customer, as such practices do not reflect actual market conditions and therefore contravene the realistic trading simulation standards maintained by the Provider.
- 7. Performing trades that are inconsistent with typical forex or any other financial market operations is prohibited for the Customer. They should also avoid any activities that may cause financial or other harm to the Provider, such as over-leveraging, over-exposure, making one-sided bets, grid trading, tick scalping, or account rolling. Engaging in any of these activities may raise valid concerns about intentionally harming the Provider.
- 8. Engaging in copy trading, where trades mimic or replicate the trading activities of other traders or entities without prior authorization from the Provider, is prohibited for the Customer.
- 9. The Customer, or any third party, is prohibited from participating in or collaborating with a third party to execute trades for the Customer, whether such third party is a private individual or a professional, or to permit access to or trading on their Account by any third party.
- 10. Accessing any third-party account, trading on behalf of any third party, or conducting any account management or similar services where the Customer commits to trade, run, or manage an account on behalf of another user, whether professionally or otherwise, is prohibited for the Customer.
- 11. Opening positions with sizes that are noticeably larger than those of the Customer's other trades, whether on this account or another one of theirs, is prohibited.
- 12. Opening positions with numbers that are noticeably smaller or larger than those of the Customer's other trades, whether on this account or another one of theirs, is prohibited.

- 13. Using a high level of margin or extremely risky trading strategy is prohibited for the Customer.
- 14. All trades must remain open for a minimum of 1 minute to be considered valid.
- 15. A period of 30 days or more without opening any trades within your trading account.

### 26. Consequences of Prohibited Trading Practices

If the Company detects that your trading constitutes Prohibited Trading, your participation in the program will be terminated and may include forfeiture of any fees paid to the Company.

- 1. Consider this a failure to comply with the terms of the relevant Challenge provided by the Provider.
- 2. Remove the transactions in violation of the prohibition from the Customer's trading history and/or exclude their results from the profits and/or losses generated by demo trading.
- 3. Terminate all Services provided to the Customer and subsequently terminate this agreement.
- 4. Additionally, and before any Trader shall receive a funded account, the trading activity of the Trader under these Terms and Conditions shall be reviewed by both the Company and the Broker to determine whether such trading activity constitutes Prohibited Trading. In the case of Prohibited Trading, the Trader shall not receive a funded account.

#### 27. Multiple Account Violations

If any or all the prohibited trading practices are carried out on one or more accounts of a customer or on accounts of different Customers, or by combining trading through multiple accounts, the Provider is entitled to cancel all Services and terminate all relevant contracts concerning those accounts. The Provider may take any actions set forth in Section 22,24,25 and 26 at its sole discretion.

## 28. Third-Party Provider Accounts

If the Provider's trader accounts are used for or involved in the prohibited trading practices, this may also constitute a violation of the respective terms and conditions of the third-party provider's accounts and may result in the cancellation of all such user accounts and termination of the respective agreements by the third-party provider.

### 29. Repeated Violations

If the Customer repeatedly engages in any of the practices described in Clause 26, and the Provider has previously notified the Customer thereof, the Provider may deny the Customer access to all or part of the Services, including access to the dashboard and the trading platform, without any compensation. In such cases, the Customer shall not be entitled to a refund of the fees paid.

## 30. Provider's Liability

The Provider shall not bear any responsibility for trading or other investment activities that the Customer performs outside the relationship with the Provider, such as using data or other information from the Customer portal, the trading platform, or in any other way in connection with the Services in real trading on the financial markets, even if the Customer uses the same trading platform for such trading that they use for demo trading. This applies particularly to any services of third parties that the Customer uses via the platform.

### 31. Limitation of Liability; Disclaimer of Warranties

The Provider makes no guarantees, representations, or warranties that the Customer's use of the Service will be error-free, timely, secure, or uninterrupted. The Provider does not warrant that the results obtained from using the Service will be accurate or reliable. The Customer acknowledges that the Provider may suspend or cancel the Service at any time, with or without notice, and for any duration. The Customer expressly agrees that their use of, or inability to use, the Service is entirely at their own risk.

The Service and all products and services delivered to the Customer through the Provider's Service are provided on an 'as is' and 'as available' basis, without any representations, warranties, or conditions of any kind, either express or implied, including but not limited to implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no event shall the Provider, along with its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind. This includes, but is not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from the Customer's use of the Service or any products obtained through the Service. This also applies to any other claims related in any way to the Customer's use of the Service or

any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of the possibility of such damages.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Provider's liability shall be limited to the maximum extent permitted by law.

#### 32. Indemnification

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

## 33. Severability

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision shall be enforced to the fullest extent permitted by law. The unenforceable portion will be deemed severed from these Terms, and such severance will not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

#### 34. Termination

All obligations and liabilities incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service shall remain in effect unless and until terminated by either the Customer or the Provider. The Customer may terminate these Terms at any time by notifying the Provider of their decision to discontinue using the Services or by ceasing to use the site.

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

## 35. Refund Policy

- 1. Termination Request by Customer:
  - 1. If a customer wishes to terminate their account, they must send a request to <u>support@propnumberone.com</u>. This request will be considered an intention to end the contractual relationship, resulting in the loss of access to all Services, including the Client Section and Trading Platform. The Provider will confirm receipt of the request via email, officially terminating the contract. Under these circumstances, the Customer forfeits any right to refunds of fees or other expenditures previously paid.

### 2. Repeated Violations:

 If the Customer continues to engage in prohibited practices after receiving a warning, the Provider may restrict access to all Services without compensation. In such cases, no refunds will be issued for fees paid.

#### 3. Activation of Services:

1. Upon payment of the fee for the EDU TECHNOLOGIES – FZCO Challenge program, the Customer will receive login credentials. By executing the first trade, the Customer acknowledges and agrees that the Provider has completed the Services before the withdrawal period ends, thereby waiving the right to contract withdrawal.

#### 4. Non-Activation:

 If the Customer does not activate the EDU TECHNOLOGIES – FZCO Challenge within 30 calendar days, access will be suspended. Renewal of access can be requested via email to <u>support@propnumberone.com</u>, subject to any applicable terms.

## 5. Disputes and Chargebacks:

1. In the event of an unjustifiable fee dispute or chargeback initiated by the Customer, the Provider reserves the right to cease services and deny future services at its discretion.

### 6. Refunds:

 A refund request must be made within 7 days of registration if no trading activity has occurred. Once trading commences, fees become nonrefundable, with no provision for full or partial refunds.

# 36. Entire Agreement

The Provider's decision not to exercise or enforce any right or provision of these Terms of Service shall not be considered a waiver of such right or provision. Any waiver of rights under these Terms of Service will only be effective if it is in writing and signed by

the Provider. These Terms of Service, along with any policies or operating rules posted by the Provider on this site or in relation to the Service, constitute the full and exclusive understanding and agreement between the Customer and the Provider.

This agreement governs the Customer's use of the Service, superseding all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between the Customer and the Provider (including any prior versions of the Terms of Service). Any ambiguity or question regarding intent or interpretation shall be resolved neutrally and not automatically against the drafting party.

This does not override any statutory rights the Customer may have under applicable consumer protection laws that cannot be waived contractually.

## 37. Governing Law

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

## 38. Withdrawals from Funded Simulated Trading Accounts

- 1. Maximum withdrawal limit: Users operating a funded simulated trading account are subject to a maximum withdrawal limit of 15% of the account size. The applicable limits are as follows
  - 1. 7,000 USD Maximum Monthly Withdrawable: 1,050 USD
  - 2. 17,000 USD Maximum Monthly Withdrawable: 2,550 USD
  - 3. 27,000 USD Maximum Monthly Withdrawable: 4,050 USD
  - 4. 50,000 USD Maximum Monthly Withdrawable: 7,500 USD
  - 5. 100,000 USD Maximum Monthly Withdrawable: 15,000 USD
  - 6. 200,000 USD Maximum Monthly Withdrawable: 30,000 USD
  - 7. 300,000 USD Maximum Monthly Withdrawable: 45,000 USD
- 2. Monthly withdrawal policy: The maximum withdrawal applies every 21 days, the profit not withdrawable in the application is left in the trading account and is immediately withdrawable after another 21 days.
- 3. Practical Example: I can request a withdrawal of 15% of the account every 21 days. This means that if I have a \$100,000 account and generate a profit of \$16,000, I can create a withdrawal request of a maximum of \$15,000 every 21 days, the remaining profit, or \$1,000 I can request with a second withdrawal request after 21 days.
- 4. Company discretion: EDU TECHNOLOGIES FZCO reserves the right to review and amend withdrawal limits at its sole discretion and without prior notice.

5. Violation and consequences: Any attempt to circumvent these limits through the use of multiple accounts or other unauthorized strategies may result in account suspension or termination without entitlement to a refund.

# 39. Simple 50% daily protection

- 1. The total profit must be at least double the most profitable day.
- 2. Practical example: I have a \$100,000 account, I generate a profit of \$5,000 in a single day, in order to continue to the next step or to be able to request a withdrawal, the total profit generated must be double the most profitable day.
- 3. This means that the total profit must equal the trade with the highest profit divided by 50%
- 4. Violation of this rule may result in the invalidation of the trader's progress, requiring them to maintain proportional gains across multiple days.

### 40. Simple 50% trade protection

- 1. The total profit must be at least double the most profitable trade.
- 2. Practical example: I have a \$100,000 account, I generate a profit of \$5,000 in a single trade, in order to continue to the next step or to be able to request a withdrawal, the total profit generated must be double the most profitable trade
- 3. This means that the total profit must equal the trade with the highest profit divided by 50%
- 4. Violation of this rule may result in the invalidation of the trader's progress, requiring them to maintain proportional gains across multiple days.

## 41. Grid Trading

Grid Trading is a high-risk trading practice characterized by:

- 1. Instrument: The same financial instrument is used for all trades.
- 2. Direction (Buy or Sell): All trades follow the same market direction.
- 3. Number of trades: More than three trades are opened on the same instrument and in the same direction.

This strategy disregards risk management principles and is strictly prohibited on Prop Number One.

The prohibition applies regardless of whether Grid Trading is executed manually or through an automated BOT or third-party software. The use of any tool configured with

excessive parameters that result in Grid Trading will be considered a violation of this clause.

In case of repeated violations of this clause, the trader's account may be permanently deactivated. In some instances, a new account may be granted at the discretion of Prop Number One, but this is not guaranteed.

## 42. Hedge Trading

Hedge Trading is a high-risk trading practice characterized by:

- 1. Instrument: The trade must involve the same asset, even if it includes different extensions (e.g., EURUSD and EURUSD.ecn).
- 2. Direction (Side): The Buy or Sell position must be opposite between the two accounts.
- 3. Opening and Closing Times: Trades must have very similar opening and closing times (including minutes and seconds).
- 4. Trading Accounts: The trades must be executed on different accounts.

These parameters ensure that the trades are effectively mirrored but executed in opposite directions across different trading accounts.

Even traders with limited experience can take advantage of such risk-free strategies. However, Hedge Trading is strictly prohibited on Prop Number One.

Additionally, traders must be cautious when using BOTs or third-party software, as setting them with opposite trade parameters may result in violations of our terms and conditions.

In cases of repeated violations, the trader's account may be permanently deactivated. In some circumstances, a new account may be granted at the discretion of Prop Number One, but this is not guaranteed.

#### 43. Betting/Gambling Trading

Betting and Gambling Trading refers to practices where traders utilize the maximum available risk to attempt to generate the highest possible profit from a single trade.

The key parameters that define Betting & Gambling Trading are:

1. Excessive risk per single trade: Risking the maximum daily drawdown (DD) or nearly reaching it in a single trade.

- 2. Excessive risk in two trades (simultaneously or in sequence): Risking the maximum daily drawdown (DD) or nearly reaching it in two consecutive or simultaneous trades.
- 3. Excessive risk in three trades (simultaneously or in sequence): Risking the maximum daily drawdown (DD) or nearly reaching it in three consecutive or simultaneous trades.
- 4. Sudden and abnormal change in trading methods: Using different trading strategies between the challenge phases and the funded account (e.g., using a BOT/EA to pass the challenge and then switching to manual trading, or vice versa).
- 5. Sudden and abnormal change in asset classes: Using one asset class to pass the challenge and switching to a different approach with the funded account (e.g., trading only commodities during the challenge phase and switching exclusively to indices once funded, or vice versa).

This behavior, which disregards proper risk management, is strictly prohibited on Prop Number One.

This trading approach allows even inexperienced traders to generate non-genuine profits through high-leverage trades based on economic data releases and market news.

Prop Number One strictly forbids this practice. Traders must also be cautious when using BOTs or third-party software, as excessive risk settings can result in violations of our terms and conditions.

Repeated violations of this clause may result in permanent account deactivation. In certain cases, a new account may be issued at the sole discretion of Prop Number One, but this is not guaranteed.

#### 44. Local Law

The Customer is advised to be fully aware of and comply with all local laws and regulations related to their participation in the EDU TECHNOLOGIES – FZCO Challenge. The Customer acknowledges that they are engaging in the Service at their own risk and assumes all responsibility for their participation. By using the Service, the Customer affirms that they are over the age of 18 and acknowledges that the Provider is not responsible for any actions taken by the Customer that may violate Customer's local laws. Any such violations are the sole responsibility of the Customer.

#### 45. Changes to Terms of Service

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

#### 46. Trademarks

You acknowledge and agree that all trademarks, trade names, design marks, or logos displayed on the Company website by the Company, are common law or registered trademarks owned by or licensed to the Company.

You are expressly prohibited from using the trademarks of the Company to cause confusion, cause mistake, deceive consumers, or from falsely designating the origin of, source of, or sponsorship of your goods or services. You are further prohibited from using the trademarks of the Company in domain names, keyword advertisements, trigger keyword advertisements, or in meta tags.

All other trademarks, trade names, design marks, or logos are the property of their respective owners.

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#### 47. Arbitration

You acknowledge and agree that any controversy or claim arising out of or related to this Agreement, including any claim or controversy concerning the interpretation of this Agreement or your use of the Services, will be settled in Dubai, United Arab Emirates, and both the Company and the Customer agree that they will be required to be present in Dubai for arbitration under the terms of this Agreement and hereby submit to exclusive personal jurisdiction in Dubai. The arbitrator will apply the laws of Dubai, United Arab Emirates, in deciding any controversy or claim pursuant to this Agreement.

## 48. Force Majeure

The Company shall not be liable to Trader for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Trader, or third-party service provider.

## 49. Contact Information

Edu Technologies – FZCO

Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates

support@propnumberone.com

# 50. Language

This Agreement is drafted into English and may be translated in any other language. However, in the event of conflicts or discrepancies between the English text and any of its corresponding translations, the English text shall always prevail.