General Terms and Conditions

The websites, Fintokei.com and all its subdomains, such as My.Fintokei.com etc. (altogether, the **"Website"**), are owned and operated by **Fintokei a.s.**, incorporated in Masarykova 409/26, Brno-mesto, 602 00 Brno, Czech Republic, reg.no.: 09110127 (collectively, the **"Company", "we" or "Fintokei"**). The Company offers the Website (also in the meaning of related websites), including all information, tools and services available from the Website to you, the user (the **"you"**, **"Customer"**, **"User"**), conditional to your acceptance of all terms, conditions, policies and notices stated herein.

1. By using the Website and/or purchasing something from us, you engage in our services or products (**"Service" or "Product")** and agree to be bound by the following general terms and conditions (**"General terms", "Terms"**), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

2. Please read these Terms carefully before accessing or using our Website and/or purchasing any Product. By accessing or using any part of the Website, you agree to be bound by these Terms, which forms a binding relationship (**"Contract"**) between you and the Company. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

3. The Services are only intended for persons deemed adults residing in the country for which the Services are available. By registering on the Website, you confirm that you are adult. If you are minor, you may not use the Services. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

4. Any new features or tools which are added to the Website shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Website. If applicable it is your responsibility to check this page periodically for changes. Your continued use of Services or access to the Website following the posting of any changes constitutes acceptance of those changes.

5. None of the services provided to you by the company may be considered investment services in accordance with applicable laws. The company does not give or provide to you any guidance, instructions, or information about how or in which manner you should perform transactions when using the services or otherwise, or any other similar information about the investment tools traded, nor does the company accept any such guidance, instructions, or information from you. None of the services constitute investment advice or recommendations. No employees, staff, or representatives of the company are authorized to provide investment advice or recommendations. Should any information or statement of any employee, staff, or representatives of the company be interpreted as investment advice or

recommendations, the company explicitly disclaims that these are investment advice or recommendations and shall not be responsible for them.

6. **<u>All payments are final and for evaluation and education purposes only.</u>**

I. Online Registration Terms

1. By agreeing to these Terms, you represent that you are over 18 years of age, of full legal capacity and fully entitled to engage in our services.

2. You may not use our services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

II. General Conditions, Scope and performance of the Contract

1. We reserve the right to refuse Service to anyone for any reason at any time. Services purchases are intended and allowed therefore strictly limited to be purchased by natural persons acting in their personal capacity. If not explicitly agreed Fintokei does not accept registrations, purchases, or participation by legal entities, self-employed persons, sole traders, freelancers, or individuals acting in the course of a business or professional activity as they are not eligible to purchase Challenges.

2. At our sole discretion we impose restrictions on the provision of Services to any Customer who (i) resides (ii) have nationality (iii) is registered (iv) or is related to certain banned countries. The list of banned countries is disclosed on the Webpage and/or FAQ and may be adjusted from time to time.

3. You acknowledge and agree that (i) The Services under this Terms (including FPP) shall not be provided to any individual who is employed by, affiliated with, or otherwise engaged - directly or indirectly - with any proprietary trading firm, broker, or any other entity that operates in a similar market or industry as Fintokei (herein as the **"Restricted Entities"**), (ii) Such individuals are not entitled to enter into this Contract or receive the Services. By entering into Contract, the Client represents and warrants that they do not have any current engagement with a Restricted Entity, (iii) Fintokei reserves the right to verify the Client's compliance with this provision at any time. The Client agrees to provide any necessary information or documentation upon request to confirm their eligibility, (iv) Any misrepresentation or failure to comply with this provision shall constitute a material breach of the Contract.

4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the Service is provided, without express written permission by us.

5. The headings used in these Terms are included for convenience only and shall not limit or otherwise affect the interpretation or application thereof.

6. Purpose and Scope of the Contract related to Challenge accounts:
   Notwithstanding any definitions provided in the Terms, the scope of Services available for purchase is subject to the provisions of the Website (e.g. by analytical tools available to the Customer, other settings etc.).
   You acknowledge and agree that any Contract related to a Challenge does not have a predetermined or guaranteed outcome, as its completion depends primarily on your individual activity, conduct, and performance. A Challenge may be concluded either by successful completion or by failure at any of its Phases; however, access to educational materials and participation in the evaluation process are, in themselves, integral and indivisible parts of the Service and are intended to educate, train, and develop your skills, regardless of individually assessed outcome and irrespective of the number of Phases actually reached.
   Therefore any termination of a Contract, whether by Fintokei or by you, where exercised in accordance with the rights expressly set out in these Terms or the FPP, shall not affect the fact that the Service has been duly, fully, and properly delivered and shall not give rise to any entitlement to a refund, whether in whole or in part. You therefore acknowledge and accept that termination of a Contract, even if it does not align with your personal expectations or subjective understanding of the Challenge objectives, does not invalidate, negate, or otherwise affect the proper performance and delivery of the Contract in full, nor does it create any right to reimbursement, compensation, or price reduction, including where a subsequent Phase has not taken place.
   If available with the Free Trial, you may use some of the Services within a limited scope and for a limited period of time free of charge. Eventually completing the Free Trial does not entitle you to access any other Services.

7. The Price for the Fintokei Challenges (herein as the **"Price" or "Fee"**) varies according to the plan selected and depends on (i) the scope and range of learning materials (guidelines, webinars, videos, others) regarding trading knowledge trading techniques, toolkits utilization, indicators etc., (ii) amount of the starting virtual capital, (iii)the degree of the acceptable risk, (iv) the parameters that must be fulfilled so that the conditions of the Fintokei programs are met, and possibly other configurations. More detailed information on individual options and Prices for those options are provided on our Website. The final Price will be determined based on the option you select when completing the form for ordering the Fintokei Programs. We reserve the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Company at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Company.

8. The Price paid by the Customer for any Evaluation Program is consideration for the Challenge as a whole, comprising access to the Client zone, educational materials, guides, the Trading platform, the Fintokei simulated account and the right to participate in the Challenge in all of its Phases. The Price is not apportioned between Phases. The Price is not staked,

deposited or otherwise placed at risk on the outcome of any trading activity, and is not converted into an Initial Amount or any other balance available to the Customer.
You are not entitled to a refund of the fee, for example, if you terminate the use of the Services prematurely, if you fail to meet the conditions of the Fintokei Programs, or if you violate these Terms. This is without prejudice to any mandatory rights you may have as a consumer under applicable law.

9. If you lodge an unjustifiable complaint regarding the paid fee or disputes the paid fee with your bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Company is entitled, at its own discretion, to stop providing to you any services and refuse any future provision of any services.

10. You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g. software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Company does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Company does not charge any additional fees for the internet connection.

III. Trading Platform, Client zone, Dashboard, Programs, Challenges, Virtually funded accounts, Service delivery

1. We provide you with an access to the selection of various trading platforms and tools for simulated trading in the Foreign Exchange market or trading with other instruments on other financial markets (herein as **"Trading Platform"**).

2. Fintokei Services currently include ProTrader (Slim), ProTrader Swing, StartTrader, SwiftTrader **"(Fintokei) Programs"**) which comprise of:

   i. Free trial
   ii. Challenges – ProTrader (Slim), ProTrader Swing, StartTrader, SwiftTrader (each herein as **"Challenge account(s)"** – mainly specified in article 6)
   iii. Virtually Funded accounts:
   - ProTrader (Slim) account (herein as **"ProTrader (Slim) account"**)
   - ProTrader Swing account (herein as **"ProTrader Swing account"**)
   - StartTrader account (herein as **"StartTrader account"**)
   - SwiftTrader account (herein as **"SwiftTrader account"**)

   (All Virtually Funded accounts mainly specified in article 7A)

All challenges accounts collectively herein as **"Challenge accounts"**.

All ProTrader accounts, ProTrader Swing account, StartTrader accounts and SwiftTrader accounts collectively herein as **"Virtually funded accounts"**.

Free trial (including contest), Challenge accounts, Virtually funded accounts herein as **"Fintokei (demo) accounts"** or just **"(demo) accounts"**.

Challenge ProTrader Slim and ProTrader Slim account (in certain markets also offered under the name "ProTrader Scalp") may be offered in a limited edition and if not specified expressly otherwise Challenges – ProTrader and ProTrader account rules fully apply.

3. You are allowed to request a Free trial without paying any Price. Completing our Free Trial does not entitle you for any kind of reward or completion of any of the Challenges.

4. You acknowledge that any trading that you perform through our Service is not real, takes place on Fintokei (demo) accounts with virtual funds and with simulated and not-manipulated real market conditions.

5. You also acknowledge any purchase of any Fintokei Challenges represents individual Contract subject to its own terms if not specified otherwise.

6. By using our Services you agree to be bound by the trading objectives specified on the Website, as per each of the Plan specifically related to any Challenge.

7. Client zone (**"Client zone"**) is a dedicated online portal that provides you with access to all Services, information, Dashboard and other tools including an access to educational materials and videos and options to administer your profile. You can also request Performance reward payouts via Client zone. It is part of the "Website", available at my.fintokei.com.
   Dashboard is a part of Client zone which overviews the details about all your Services. (**"Dashboard"**).

8. **Service delivery:** The Service is delivered to you, and the relevant Fintokei account is deemed provisioned, at the moment the account is set up and the access data are made available to you (article 6), irrespective of whether or when you first log in.
   The Company keeps a record of the provision (payment identifier, date and time of provision and status) and may share this record with the payment collection agent or payment service provider through which you paid, for the sole purpose of confirming that the Service has been provided. Any claim that the Service has not been provided must be raised with the Company at support@fintokei.com; where you paid through a payment collection agent, you may also raise it with the agent within the period set in its terms.
   Matters relating to the content, course, result or termination of the Service, or to your withdrawal from the Contract, are not claims of non-provision and are handled exclusively by the Company under these Terms.

IV. Rules of Demo Trading

1. During the simulated trading on the Trading Platform, you may perform any transactions, unless these constitute prohibited trading strategies or transactions within the meaning of art. V.

2. Restrictions may also be imposed by the conditions of the Trading Platform that you have selected. You acknowledge that the Company and the Partner Broker (**"Partner Broker"**) have access to information about the demo trades that you perform on the Trading Platform. Partner broker represents a broker chosen by the Company that is connected to the Company systems as necessary for the real-time monitoring, verification process and evaluation.

3. In accordance with the privacy policy and applicable law, you grant the Company your consent to share this information with persons/entities who are in a related to the Company or who are otherwise affiliated with the Company, and you grant the Company and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Company.

4. The Company is aware that you do not provide the Company with any investment advice or recommendations through your simulated trading. You acknowledge that you may suspend your simulated trading on the Trading Platform at any time.

V. Prohibited Trading Strategies, Transactions or Practices

1. During the simulated trading on the Trading Platform, at any stage of Challenge accounts, Virtually funded phase (Free trial included) or trading Contests, Customers are strictly obliged to follow and/or avoid actions described in this article or herein in the General terms. Customers must trade according to real market conditions and apply strategies that would operate effectively under real market conditions.

2. It is therefore strictly prohibited to do in particular any of the mentioned below:

   i. Use strategies that take advantage of errors in display of prices or delays in their update, or that exploit any system bugs, and therefore to perform any form of latency arbitrage, reverse arbitrage, and tick scalping or high-frequency trading (HFT) that aims to profit from small price movements, or "ticks," by opening and closing trades within a matter of seconds to minutes,
   ii. Rely entirely on signals, bots or software from third parties,
   iii. Use services, robots, automated systems or Expert Advisors (Eas) that were on purpose created to "pass your prop trading evaluations" or otherwise take advantage of the technical deficiencies of the Trading Platform and its infrastructure,
   iv. Copy trades of other people, manually or via copy-trading systems or robots

v. Copy your own trades or trades of someone else specifically in order to (potentially) utilize Prohibited Trading practices, i.e. reverse copying between multiple accounts within or outside of Services,

vi. Use the same or similar strategy and/or place the same or similar trades as your mentor, or as other Customers and/or Providers (under FPP) of the Company.

vii. Share 1 electronic device used for trading on Fintokei demo accounts between multiple Customers and/or Providers (under FPP) if not approved explicitly by the Company,

viii. Give any access to your Fintokei demo account(s) to other persons or have it (them) managed by any 3rd party, including your friends, family members or related persons,

ix. Opening multiple accounts / profiles at MyFintokei Client zone under different email addresses by a single individual,

x. Use multiple IP addresses from many countries when connecting to your Fintokei demo accounts or mask the IP addresses. (Trading IP's must show from the same region as the billing address.),

xi. Perform transactions using external data feeds,

xii. Perform hedge arbitrage trading or opposite account trading within a group of multiple accounts or Customers,

xiii. Front-run trades executed elsewhere,

xiv. Perform hedging or opening opposite trades across multiple accounts or by a group of multiple Customers

xv. Perform any trading activities that are in contradiction with the Terms and Conditions of the Partner Broker

xvi. Use strategies that contradict to how trading is performed in the real world on the forex market or in a manner that would establish concerns that the Partner Broker may suffer loss or damage as a result of the Customer's activity.

xvii. Engage in gambling or unsustainable practices - trading practices that contradict the systematic, consistent and long-term approach in trading, which is what the Company is looking for when performing its Evaluation service or when the Company enters into a Contract under FPP.

Such practices are described in more detail on the Website and FAQs, and contain one or more of the following activities:

- Overleveraging and overexposure without a systematic approach,
- Making one-sided bets,
- Achieving the Profit Target in one trade (or in a few similar trades on the same instrument within one day),
- Account rolling,
- Perform / execute transactions which exceed the maximum risk on open trades, which is further defined in the FAQs,
- Irresponsible trading on challenge or virtually funded accounts, leading to breaches of multiple of these accounts and resulting in the excessive cumulative losses achieved by the Customer / Provider on these accounts taking into consideration that trading style including such cumulative losses would not be beneficial / sustainable in real market conditions,
- Trading similar to randomness, which is further defined in the FAQs,

xviii. Receive the excessive amount of warnings, which is further defined in the FAQs

xix. Exceed the Partner Broker maximum amount of open orders determined in the Website's FAQ.

xx. Perform any other practices described as prohibited on the Website and FAQs or further defined in appendix 1 below

(collectively activities stipulated above herein as "**Prohibited Trading**")

3. If you engage in any of the practices described in this article above and Terms or its appendices and/or on the Website and FAQs,
   i. The Company may consider it as a failure to meet the conditions of the particular Fintokei Services.
   ii. If you have engaged any of the transactions listed in this article the Company reserves the right to:
      - reduce the maximum allocation of capital on virtually funded accounts for you,
      - limit the available Challenges or its plans for you,
      - require you to retake your active challenges from the beginning,
      - or to suspend any and all Fintokei demo accounts without any further notice. In such case, you are not entitled to any performance reward payouts.
   iii. To restrict any Prohibited Trading, especially gambling practices, we may apply any of the following consistency rules to any or all of your active Fintokei demo accounts:
      - cap your maximum daily profit *****
      - cap your maximum daily loss*****
      - reduce available leverage
      - set your maximum daily lot exposure
      - require you to use Stop Losses and limit your maximum risk on open trades, per account or per day
      - restrict trading during news

      (herein as "**Consistency rules**")

      Consistency rules may remain applicable for indefinite period of time and for following phases depending on the Fintokei demo account type. Consistency rules may apply even on any new Fintokei challenge purchased by you in the future while further definitions and parameters of Consistency rules are defined in FAQ section.

4. We retain the authority to employ automated methods for the detection of Prohibited Trading and other malicious activities. Their description will be openly revealed and outlined on the Website and in the FAQ section. You acknowledge such automated detection will remain consistent and impartial. If your trading activities are inaccurately assessed by these methods, we reserve the right to retract any penalties imposed, provided you can demonstrate otherwise beyond a reasonable doubt.

5. Furthermore, before receiving a ProTrader, ProTrader Swing, SwiftTrader or StartTrader account or before processing any Performance reward payout, the Company may review your

trading activity under these Terms or FPP terms to assess whether it constitutes any Prohibited Trading.

6. In case you place an unusually large number of orders for the Services within an unreasonably short period of time and/or if we identify that the unusual behaviour as per this paragraph relates to your involvement in prohibited activities, the Company may (but is not obliged to) notify you as a protective precaution to mitigate potentially harmful or gambling behaviour of yours. Does such unreasonable behaviour continue after such notice, we reserve the right to suspend any of your further orders of the Services.

7. Notwithstanding the extent of comprehensiveness of certain definitions provided, particularly within this article and Appendix 1 (e.g. used parameters, numbers, percentages, time intervals etc.), the Company retains complete discretion to ascertain whether any activity, behaviour, or its characteristics fall within the definitions of Prohibited Trading.
   In addition, all entitlements set forth in this Article 5 shall prevail over any other provisions contained elsewhere (including, without limitation, FAQs, the Website, and marketing materials), and nothing therein shall be construed as limiting or reducing such entitlements.

8. In the event of Prohibited Trading, the Company retains the authority to close any and all trades, terminate any and all of your Fintokei demo accounts, and terminate any and all Contracts with immediate effect. Except for the specific entitlements expressly defined in these Terms, Fintokei is fully authorized to impose restrictions or modify, limit, or adjust any mechanisms or settings with immediate effect. Additionally, you may be restricted from concluding a new Contracts or purchasing any new Fintokei challenges.

VI. Challenges ProTrader, ProTrader Swing, StartTrader and SwiftTrader

1. In order for you to meet our conditions of the ProTrader, ProTrader Swing, StartTrader and SwiftTrader Challenges (each separately herein as **"Challenge"**), each Challenge being a single evaluation of which the Phases are successive stages, the number of Phases of each Challenge being specified on the Website, you must fulfil all of the parameters published on the Fintokei Website at the time of payment of your Price.

2. In case you reach the specified targets and at the same time you have not violated any of the Challenge rules or terms under the Article 5 the Company will evaluate your current Phase in our Service as successful and you can pass to the next one. Where the Website or the FAQ section so specifies for a particular Challenge, reaching a loss limit does not result in the failure of the Challenge but has the consequences specified there.

3. You may request the evaluation of your Challenge at any time by sending a request to support@fintokei.com

4. After paying the Price for the selected option of the Fintokei Challenge, you shall receive the relevant login data for the selected Fintokei account into the Trading Platform as well as to the Client Zone at the e-mail address provided by the Customer and/or in the Client Zone.

5. You activate the Fintokei Challenge by first successful login into the Client Zone or by placing a first trade on the Fintokei demo account in the Trading Platform. Upon activation the Service is provided to you in full.

6. If you are a consumer, you acknowledge that, upon conclusion of the Contract and by activating your account (logging into the client zone or placing the first trade on the fintokei account), you expressly demand the company to complete the services before the expiry of the period for withdrawal from the contract, and you acknowledge that you thereby lose your right to withdraw from the contract once the Service has been provided to you, as specified in more detail in article - below.

7. If you do not activate the Fintokei Challenge account within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Zone or by sending an e-mail to support@fintokei.com within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the Price.
   Furthermore, your account will be breached and closed if there is no trade made, open or closed in any 30-day period.

8. If you have met the conditions of the Fintokei Challenge specified herein and on the Website, and at the same time have not violated any conditions, in particular the rules of article 5, the Company will evaluate the Fintokei Challenge as successful. You may request the evaluation of the Fintokei Challenges at any time by sending a request to support@fintokei.com or via the Client Zone. The Company does not have to evaluate the Fintokei Challenges if you have not closed all trades.

9. If the conditions of the Fintokei Challenges are met, the Company will evaluate your participation therein as successful and will recommend you as a candidate for the virtually funded phase of the relevant Program (article 7A; herein as "Virtually funded phase"). You may request such evaluation of the Fintokei Challenges at any time by sending a request to support@fintokei.com or via the Client Zone. We do not have to evaluate the Fintokei Challenges if you have not closed all trades.

10. Should during the Fintokei Challenges you do not comply with some of the conditions specified mostly but not limited in the Terms, Website / FAQ section, the Fintokei Challenges will be evaluated as unsuccessful and you will not be recommended to access Virtually funded account. In such cases, your respective Fintokei Challenge will be cancelled without refund of Price already paid as the Challenge account will be breached.

11. If specified in the Service description, after you pass any of such Fintokei Challenge, you shall receive a certificate confirming your successful evaluation.

12. The Company may make the purchase of a particular Challenge subject to eligibility conditions published on the Website or in the FAQ section, in particular the absence of any previous paid purchase, a maximum number of purchases of such Challenge per Customer (including

purchases made using a voucher, discount code or free of charge), or a limit of one active Challenge account of such type at a time. Such conditions apply per Customer as a natural person, irrespective of the number of client profiles (Article VIII(4)). A purchase made in breach of such conditions shall be cancelled and the Price refunded, unless the Customer circumvented such conditions, in particular by using multiple client profiles or providing incorrect information, in which case the Price is not refunded and the Company may apply the measures under Article V.

VII. A. Virtually funded phase – ProTrader, ProTrader Swing, StartTrader and SwiftTrader account

1. Should you successfully complete all phases of related Challenge (article 6), you might subsequently be granted with an access to a ProTrader , ProTrader Swing, StartTrader resp. SwiftTrader Account.
   Take into consideration that Fintokei retains the authority to provide access to a ProTrader, ProTrader Swing, StartTrader, resp. SwiftTrader account solely to individuals whose trading style/strategies align with Fintokei's trading attitude, your previous history records etc., and the segregation process is entirely and exclusively at the discretion of Fintokei.

2. You acknowledge and consent to the additional conditions set forth herein, as well as those articulated on the official Fintokei Website and within the Fintokei provider program - ProTrader / ProTrader Swing / StartTrader / SwiftTrader terms and conditions (**"FPP"**). FPP will be transmitted to the email address provided during your registration and will be accompanied by supplementary information pertaining to related Virtually funded account Furthermore, you are obliged to become fully acquainted with FAQ section and all applicable mechanisms therein. In relation to FPP you should by also labelled as Provider (**"Provider"**) subject to the conditions as defined also herein.

3. Should you opt to engage in multiple Challenges and successfully complete them, FPP will persist, and your respective ProTrader Account / ProTrader Swing account / StartTrader account / SwiftTrader account shall be subject to automatic adjustments where applicable.

VII. B. Joint provisions to the Virtually funded phase

1. Each Virtually funded phase represents an individual Contract taking effect by granting an access to a ProTrader / ProTrader Swing / StartTrader / SwiftTrader account.

2. In accordance with the reasons specified above the Company does not guarantee your acceptance into the the Virtually funded phase, yet rest assured rejection being strictly used as a last resort solution. The Company is not responsible or liable for you being rejected for any or no reason.

3. IF YOU ARE A CONSUMER, YOU ACKNOWLEDGE THAT, UPON CONCLUSION OF THE CONTRACT AND BY ACTIVATING YOUR ACCOUNT (LOGGING INTO THE CLIENT ZONE OR PLACING THE FIRST TRADE) YOU EXPRESSLY DEMAND THE COMPANY TO COMPLETE THE SERVICES AND YOU EXPLICITLY GRANT A CONSENT TO SERVICE TO BE FULLY PERFORMED BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, AND YOU ACKNOWLEDGE THAT YOU THEREBY LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT ONCE THE SERVICE HAS BEEN PROVIDED TO YOU, AS SPECIFIED IN MORE DETAIL IN ARTICLE - BELOW.

4. If you do not activate the Protrader, ProTrader Swing, StartTrader or SwiftTrader account within 30 calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Zone or by sending an e-mail to support@fintokei.com within 6 months of the initial suspension, otherwise we will terminate the provision of the Services without any right to a refund of the Price.
   Furthermore, your account will be breached and closed if there is no trade made, open or closed in any 30-day period.

5. You acknowledge and agree that:
   i. regarding the Performance reward payout in accordance with FPP terms specified therein each party shall independently bear the costs related to the transfer of the Performance reward.
   ii. the exchange rate on the date of Performance reward payout shall be deemed to apply, not the exchange rate on the date of the Payout request. For the avoidance of doubt, no right to compensation exists in case of delays in the transfer of the Performance reward.

6. DPR: DPR (dynamic performance reward) represents a system that affects a Performance reward under the conditions specified in FPP and General Terms and Conditions, on the Website and FAQs. Fintokei programs shall be labelled appropriately in case they will include DPR and the FPP shall then include specific terms accordingly.

VIII. Monitoring, due diligence, KYC, KYB

1. The Company reserves the right to monitor the Customer's activities and conduct due diligence to ensure continuous compliance with the Contract and maintain the integrity of the Services.

2. The Company is entitled to contact the Customer and to request:

   i. any information, clarification, or explanation regarding their trades or activities,
   ii. F2F / online interview to verify specifically but not limited KYC / KYB and the authenticity of the Customer trading skill,
   iii. trading statements or related documentation from other prop trading firms and brokers the Customer has used or is using.
   iv. documentation or source code to review trading algorithms or API connections used to place trades on any Fintokei account.

The Customer must respond to such inquiries within 24 hours of receiving the request.

3. The Company may seek references or feedback from other prop trading firms or similar entities to assess the Customer's background, trading behavior, and professional conduct and Customer explicitly authorize the Company to obtain / request relevant information.

4. Creating or managing multiple client profiles is strictly prohibited. Every Customer at Fintokei is expected to maintain one verified profile under one identity. Each profile is intended for a single customer, and every customer must complete the KYC / KYB verification process at some point. Reasonable doubts about the Customer identity shall be deemed a compliance failure.

5. Failure to comply with the Company's due diligence / KYC / KYB requests or provide the necessary information in a timely manner defined herein will be considered a material breach of the Contract and will result as per art. XXII.

6. Fintokei reserves the right to exercise further KYC (know your customer) due diligence and employ AML/CFT international standards. Should our KYC procedure recognize and evaluate any discrepancy / uncertainty and/or suspicious circumstances regarding your identity, it is at the Company sole discretion to reject entering into the Virtually funded phase Contract for any or no reason, or until conclusively resolved.

7. Fintokei reserves the right to employ KYC/AML/CFT procedures, should it see reasonable at any time especially (but not limited) if suspicious event was reported or noticed.

IX. Modifications to the Service and Prices, Payment terms, Vouchers

1. Service charges are inclusive of all taxes. Challenges are offered under a uniform B2C pricing model applicable exclusively to natural persons acting in their personal capacity. Accordingly, the purchase of a Challenge does not constitute a business-to-business (B2B) supply, and no tax mechanism applicable to B2B transactions, including but not limited to VAT reverse-charge, shall apply to the Challenge fee.
   You remain solely responsible for the assessment and fulfilment of any personal tax obligations arising in connection with the use of the Services, in accordance with applicable laws in your jurisdiction.

2. You can pay the Price for the selected Fintokei Challenge by a payment card, via a bank transfer, or using other means of payment that the Company currently offers on the Website.
   Where the payment is made through a third-party payment service provider or payment collection agent, the payment itself is also subject to the terms of such provider or agent, which are made available to you before you make the payment.

3. It is strictly prohibited for any individual or entity to pay the Price for the purchase of Services on behalf of a third party for the purpose of becoming a Customer, regardless of the payment

method used, including but not limited to credit cards, cryptocurrencies, or any other means of payment.
In the event that such a prohibited payment is detected, the Company may request explanations as well as the additional documentation to verify the identities of both the payer and the Customer. If the payer turns out to be a different person than the Customer, the Company reserves the right, at its sole discretion, to terminate any related Contract with the Customer.
A more detailed procedure may be outlined in the FAQ section.

4. In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately. If you select a bank transfer for payment, we will subsequently send you a proforma invoice in electronic form with the amount of the Price for the selected Fintokei Challenge you have chosen on the Website. You undertake to pay the amount within the period specified in the proforma invoice. The Price is considered paid when its full amount is credited to the Company's account.
   Where you pay through a payment collection agent or payment service provider engaged by the Company, the Price is considered paid, and your obligation to pay the Price towards the Company is discharged, at the moment the full amount is received by such agent or provider (as confirmed by it).
   If you do not pay the amount on time, the Company is entitled to cancel your order. You bear all fees charged by the selected payment service provider in connection with the transaction so are you obliged to ensure that the respective Price for the selected Fintokei Challenge is paid in full.
   The agent or provider may hold the payment until the provision of the Service is confirmed in accordance with its terms; this does not affect the time of delivery of the Service under article III (8) or your rights under these Terms, and the Company remains solely responsible for the provision of the Services. A payment that cannot be matched to your order, or that differs from the Price, is not accepted as payment of the Price and no Contract is concluded on its basis; such payment is returned to the account from which it was made, less the handling fee of the agent or provider published on the Website or in the FAQ section.

5. We reserve the right to change the prices of our Services at any time without the necessity to notify you.

6. We reserve the right at any time to modify or discontinue the Service (including but not limited Fintokei demo accounts provided) (or any part or content thereof) without notice at any time.

7. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

8. The Company reserves the right to unilaterally change / modify any settings, trading conditions, calculation, parameters of the Services at any time, including the parameters for their successful completion any time without specific notification, but especially before, during and after global events such as (but not limited) geopolitical tensions, economic crises, natural

disasters, pandemics, political events, regulatory changes, corporate events in order to prevent damages of its customers and to guarantee sustainability of its core services.

9. Performance reward payout as per Article 7A (Virtually funded phase) is limited only to the accounts held exclusively by you. No 3rd party payouts are allowed. Right to exercise further KYC as defined in article 8 is fully applicable.

10. Vouchers:
    i. Purpose and Scope
        - Should such option be offered on the website, customer (**"Purchaser"**) may purchase a voucher with a discount of up to 100% and assign it to a third party (**"Recipient"**)
        - The Purchaser acknowledges that the voucher may be used by the Recipient for the purposes and under the conditions specified herein.
        - The Terms valid and applicable at the time of use of the voucher will apply.
        - Voucher relates as a discount to a specific Fintokei program. Fintokei reserves the right to offer a similar Fintokei program if the previous Fintokei program has been discontinued, parameters were altered etc., by the time the Voucher is used. No monetary compensations are applicable. If the Recipient do not agree, the discount shall be deemed void.
    ii. Voucher Purchase
        - The Purchaser may buy a voucher of a value and with the discount amount specified on the Website.
        - The terms of use, including any expiration date and applicable restrictions, will be specified at the time of purchase.
        - Payment methods employed by the Terms apply
        - Right to Withdrawal (article XXIII) applies accordingly and expiries at the moment of Voucher usage by the Recipient.
        - Recipient is fully entitled to use the Voucher to purchase related Service with an applicable discount. If the right of withdraw is executed by the Recipient, the new Voucher is generated (no purchase price is refunded).
    iii. Assignment to Third Party
        - The Purchaser is entitled to assign the purchased voucher to a Recipient of their choice. Restrictions specified in the Terms apply fully on the Recipient.
    iv. Usage by Recipient
        - Vouchers are transferable until used to purchase as per the conditions specified herein.
        - Vouchers cannot be exchanged for cash or any other form of monetary value.
        - Any attempt to use the voucher in violation of the Terms will render the voucher void.
    v. Restrictions and Limitations
        - Vouchers must be used within the validity period specified at the time of purchase. If unspecified voucher remains valid for unlimited period of time.
        - Voucher may be used by the Recipient only, not the Purchaser.

- We will not be responsible for lost, stolen, or expired vouchers and will not reissue or refund them under any circumstances.

X. Fintokei Loyalty program

1. The Fintokei Loyalty Program (**"Loyalty Program"**) is a voluntary, non-monetary engagement framework designed to reward and incentivize long-term, consistent, and responsible use of the Services. The Loyalty Program forms part of Fintokei's broader educational, evaluative, and community-oriented approach and is intended to promote sustained participation, skill development, and alignment with Fintokei's trading principles.

2. The Loyalty Program does not constitute a separate service, product, financial instrument, or remuneration scheme, nor does participation create any vested rights, entitlement, or expectation of economic benefit.

3. The Loyalty Program applies automatically to any Contract and to the use of the Services where relevant and does not require separate registration, consent, or acceptance beyond acceptance of these Terms. Participation in the Loyalty Program is not optional and cannot be refused, suspended, opted out of, or terminated by the Customer or Provider.

4. Participation in the Loyalty Program may affect certain parameters, features, or settings of the Services, including but not limited to access conditions, internal evaluation mechanics, engagement-related benefits, or other non-financial aspects of the Services, as determined by the Company from time to time.

5. Such effects are integrated into the operation of the Services and do not alter the fundamental nature of the Services as educational and evaluative tools conducted in a simulated environment with virtual funds.

6. The detailed rules, affected parameters and mechanics, terminology eligibility criteria, levels, conditions, and effects of the Loyalty Program are described and further specified in the FAQ section, on the Website, and/or within the MyFintokei Client Zone, as updated from time to time.

   You acknowledge and agree that:

   i. such materials provide operational and explanatory guidance regarding the Loyalty Program;
   ii. the Company may update or refine such guidance with immediate effect; and
   iii. the General Terms and Conditions and FPP shall always prevail in the event of any inconsistency.

7. Discretion, Modification, and Termination, liability

   Fintokei reserves the exclusive right, at its sole discretion, to:

   i. introduce, modify, adjust, suspend, or terminate the Loyalty Program in whole or in part;
   ii. change its structure, conditions, parameters, or effects;
   iii. apply, restrict, or withdraw Loyalty Program-related features globally or individually, including in relation to specific Customers or Providers.

Such actions may be taken with or without prior notice, including where required for operational, technical, regulatory, compliance, risk-management, or business reasons.
Participation in the Loyalty Program does not limit the Company's rights under these Terms, the FPP, or applicable law, and the Company shall not be liable for any consequences arising from changes to or termination of the Loyalty Program.

8. In the event that the Loyalty Program is modified, suspended, or terminated, whether in whole or in part, no outstanding obligations, accrued rights, or pending claims shall arise in favor of any Customer or Provider because of such action.
   As specified the Loyalty Program does not represent:

   i. a separate service, product, or contractual relationship,
   ii. any form of monetary value, asset, entitlement, or consideration of economic value nor enforceable right

   Accordingly, the suspension or termination of the Loyalty Program shall not entitle any Customer or Provider to compensation, reimbursement, damages, or any other remedy, whether direct or indirect, and shall not affect the validity or continuity of any existing Contracts, unless expressly stated otherwise Fintokeo .
   Any data, status, level, benefit, or condition associated with the Loyalty Program may be forfeited without notice upon termination and shall not be converted into any alternative benefit or form of value.

9. If not expressly permitted by Fintokei, Any status, benefit, or condition arising under the Loyalty Program is personal, non-transferable, and may not be assigned, monetized, or claimed as a contractual, proprietary, or legal right.

XI. Ancillary Services (Fintokei academy and similar)

1. In addition to the main Services described in these Terms, the Company may offer ancillary, supportive or educational services and tools (collectively, **"Ancillary Services"**), which include without limitation **Fintokei Academy** (a mobile educational application), Fintokei community and communication platforms (in particular the official Fintokei Discord server and any similar third-party community, chat, forum or social platform operated, hosted or officially endorsed by the Company; collectively the **"Community Platforms"**), as well as any other similar services that the Company may introduce from time to time.

2. Ancillary Services are designed to support the educational and evaluative purpose of Fintokei's Services and do not constitute a separate Service in the meaning of these Terms, nor do they constitute investment services, investment advice or any financial service of any kind. Article 5 of the Overview applies to Ancillary Services accordingly.

3. Ancillary Services are provided on an "as is" and "as available" basis. The Company reserves the right to introduce, modify, suspend, restrict or terminate any Ancillary Service, in whole or in part, at its sole discretion, with or without prior notice, for operational, technical,

regulatory, compliance, risk-management or business reasons. No such action shall give rise to any claim, refund, compensation, damages or other remedy in favor of the User.

4. Specific rules for **Fintokei Academy** are set out in **Appendix 3** of these Terms. Appendix 3 forms an integral and inseparable part of these Terms in respect of any User of Fintokei Academy.
   Specific rules for the Community Platforms (including the official Fintokei Discord server) are set out in Appendix 4 of these Terms; Appendix 4 forms an integral and inseparable part of these Terms in respect of any User of a Community Platform, and applies in addition to – and without prejudice to – the terms, policies and community guidelines of the relevant third-party platform provider.

   Specific rules for other Ancillary Services (including Fintokei Intelligence, Community Platforms **etc.**) may be communicated separately on the Website, in the relevant application, in the FAQ section or by other appropriate means and are subject to these Terms accordingly.

5. Any reference in an Ancillary Service to "clients", "customers" or "users" shall mean Users / Customers in the meaning of these Terms; such persons are bound by these Terms by accessing or using the Ancillary Service.

6. The Company's liability with respect to Ancillary Services is limited as set out in these Terms (in particular the limitation of liability, indemnification, IP, confidentiality, governing law and dispute resolution articles), which apply *mutatis mutandis*.

XII. Products or Services (if applicable)

1. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of Services or products pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Service or product at any time. Any offer for any Service or product made on this site is void where prohibited. We do not warrant that the quality of any Services, products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

2. Under no circumstances do the Services include any extra purchase other than the Service itself. You are not allowed to buy any items or points for use within the Service to enhance / modify your experience, to lower any pre-set conditions, to gain any advantage over other users or otherwise be provided with services pursuant to the relevant conditions of the Payment Services Act.

XIII. Optional Tools

1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools on an

"as is" and "as available" basis without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

XIV. Third-party Links

1. Certain content, available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

XV. User Comments, Feedback and Other Submissions

1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

3. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or Website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

XVI. Personal Information, Cookies

1. Your personal information is governed by our Privacy Policy as well the cookies options are defined in Cookies policy.

XVII. Errors, Inaccuracies and Omissions

1. Occasionally there may be information on Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on Website is inaccurate at any time without prior notice (including after you have submitted your order).

2. We undertake no obligation to update, amend or clarify information in the Service or on Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on Website, should be taken to indicate that all information in the Service or on Website has been modified or updated.

XVIII. Prohibited Uses

1. In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Website or its content:
   i. for any unlawful purpose;
   ii. to solicit others to perform or participate in any unlawful acts;
   iii. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
   iv. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
   v. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
   vi. to submit false or misleading information;
   vii. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of Website, other websites, or the Internet;
   viii. to initiate chargebacks without a legitimate reason. Misuse of the chargeback process, including but not limited to fraudulent claims or attempts to circumvent the Terms, will result in the customer being held liable for the disputed amount and any associated fees.
   ix. to collect or track the personal information of others;
   x. to spam, phish, pharm, pretext, spider, crawl, or scrape;
   xi. for any obscene or immoral purpose; or
   xii. to interfere with or circumvent the security features of the Service or Website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or Website for violating any of the prohibited uses.

XIX. Disclaimers, Waivers, Warranties; Limitation of Liability, AI chatbot

1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Company, our 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, including, without limitation 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 your use of any of the service or any products procured using the service, or for any other claim related in any way to your 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 their possibility. In states or jurisdictions where exclusion or limitation of liability for consequential or incidental damages is not allowed, our liability shall be limited to the maximum extent permitted by the applicable.

2. You acknowledge and agree that the services and other content are provided "as is" with all their errors, defects and shortcomings, and that their use is at your sole responsibility and risk. To the maximum extent permitted by the mandatory laws, the company disclaims any statutory, contractual, express and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or non-infringement of any rights.

3. To the extent permitted by the mandatory provisions of the applicable laws, the company shall not be liable and the customer waives all claims against the company for any harm, including any indirect, incidental, special, punitive or consequential damages, including lost profit, loss of data, personal or other non-monetary harm or property damage caused as a result of use of the services or reliance on any tool, functionality, information or any other content available in connection with the use of the services or elsewhere on the website. The company is not responsible for any products, services, applications or other third-party content that the customer uses in connection with the services. In case the company's liability is inferred in connection with the operation of the website or provision of the services by a court of justice or any other competent authority, this liability shall be limited to the amount corresponding to

the price paid by the customer for the services in connection with which the customer has incurred the loss.

4. All information on this website is solely for study purpose related to trading on finacial markets. Any opinions, news, research, analysis, prices, or other information contained on this website is provided as general market commentary, and does not constitute investment advice. Fintokei do not provide any investment recommendation, business recommendation, investment opportunity analysis or similar general recommendation regarding the trading of investment instruments.

5. Fintokei is educational and evaluative company that in any way does not collect customer deposits or offering financial services in to customers. All accounts provided to customer are in virtual environment with virtual money. Customer by purchasing plan obtain an access to virtual account. Fintokei is not a broker and does not accept any deposit from customers.

6. The fintokei demo accounts are not live trading accounts, they are fully simulated accounts utilizing real market quotes and execution conditions from liquidity providers.

7. No financial investment business. The Services and all components thereof (including the Client zone, Trading platform, Fintokei simulated accounts, Evaluation Programs, Challenges, Trading Contest, FPP, Loyalty Program and any Ancillary Service) do not constitute, and are not offered as, an investment trading business, investment advisory business, investment brokerage, dealing in financial investment instruments, or the operation of a financial investment instruments market, within the meaning of any applicable financial-services regulation. The Company does not buy or sell any financial investment instruments with or for the Customer.

   Simulated environment. All trading conducted on a Fintokei simulated account is virtual trading on a simulated environment with virtual amounts. No order placed by the Customer is transmitted to or executed on any real market, exchange, or against any third-party counterparty. The Customer expressly acknowledges this and acknowledges that no actual purchase or sale of any financial investment instrument occurs.

   The Initial Amount credited to any Fintokei simulated account is a virtual reference amount made available by the Company for evaluation and educational purposes only. It is not purchased by the Customer, does not correspond to any cash or asset of the Customer, and has no monetary or redeemable value. Gains or losses arising from virtual trading on a Fintokei simulated account are not determined at the expense of any other Customer and are not settled between the Customer and the Company on the basis of trading outcomes.

   No interaction or advice on instruments. The Services do not involve interaction between the Customer and the Company in respect of the Customer's trading activity. The Company does not provide advice to the Customer on the value of any financial investment instrument or on any investment decision (including the type, item, acquisition, disposition, method, quantity, price or timing thereof).

8. Performance on simulated accounts has certain limitations. Unlike in actual live trading, the trades on fintokei demo accounts are not being executed in the real market, and the trade execution is simulating the market conditions to the best possible extent. However, the results on simulated accounts may be different to the results in real live accounts, especially under

specific market conditions, such as during the high impact market news, at times of insufficient liquidity, and similar.

9. The fintokei simulated accounts are not live trading accounts, they are fully simulated accounts utilizing the real market quotes from liquidity providers. Simulated or hypothetical trading and performance results have certain inherent limitations. Unlike trading in a live market account, simulated or hypothetical trad-ing in a demo account does not represent actual trading. Also, because trades in such an account are not actually executed, results may under- or over-compensate for the impact, if any, of certain market factors, such as risk adjustment or lack of liquidity. Simulated or hypothetical trading in general is also subject to the fact that such trading is more likely susceptible to being influenced by hindsight. No representation is being made that any live market trading account will or is likely to achieve gains or losses similar to simulated or hypothetical performance results in a demo account.

10. The traders featured are representative only and includes selected traders who allow their names to be publicly disclosed. Trader performance quoted represents past performance in a simulated environment and does not guarantee current or future performance. Furthermore, financial instrument trading involves substantial risk of loss and is not suitable for every investor, trading activities referenced by or undertaken utilizing the fitokei may not be suitable for all persons.

11. By any means the company does not:

i. Perform a transaction comprising the parties' promises to pay and receive an amount of money calculated based on the difference between the agreed figure and the actual figure with respect to the financial indicator such as values of securities and currencies, or any transaction similar thereto" falls into the "otc derivative transaction(s)", and conducting otc derivative transactions on a regular basis triggers license requirements of type i financial instruments business operator (type i fibo).

ii. Calculate the reward by difference between the open price (bid/offer price) and the settlement price (offer/bid price) with reference to the market prices of foreign exchange or other financial indicator. Price for the service is paid solely for training and it is not paid for reward, and therefore fintokei does not receive payments for reward in the programs protrader - phase 3, protrader swing - phase 3, starttrader - phase 4 or in the swifttrader – phase 2 based on the fact that the price is substantially low as compared with the potential reward, therefore the service does not fall into the otc derivative transaction and will not be regulated under the japanese financial instruments and exchange act (act no. 25 of 1948, as amended) ("fiea").

iii. Provide the reward being characterized as a money accompanying to the service and luring customers into the challenge phase, and so does not fall into the regulated "premiums" meaning goods, money or other economic benefits that a business operator provides to a counterparty and are incidental to a transaction of goods or services that the business operator supplies, regardless of the method used, as a means of inducing customers, pursuant to japanese act against unjustifiable premiums and misleading representations (act no. 134 of 1962, as amended) ("upmra")

iv. Provide brokerage, investment advisory, securities, futures, swaps, or derivatives services and is not registered with the u.s. securities and exchange commission (sec), the commodity

futures trading commission (cftc), national futures association (nfa), financial industry regulatory authority (finra) or any u.s. state, territorial, or local regulator.

12. As Fintokei cooperates with various vendors, contractors, consultants and other 3rd parties it might be agreed to autogenerate accounting documents such as invoices etc. on behalf of such 3rd parties. You duly acknowledge to accept the concept and also acknowledge Fintokei is neither a tax consultant nor otherwise authorized to provide tax or legal services. By utilizing any autogenerated document, you explicitly authorize Fintokei to generate it and acknowledge that Fintokei does not offer professional tax or legal advice. Furthermore, you waive any and all liability against Fintokei for any outcomes, errors, or issues arising from the use of this document.

13. The Fintokei Loyalty Program does not constitute a "pay-to-win" mechanism and is not operated or represented as such. The Loyalty Program is designed solely to support Fintokei's educational and performance-evaluation objectives, including skill development, disciplined risk management, and individualized assessment of trading behavior. All applicable conditions, parameters, and effects of the Loyalty Program are transparently disclosed through the Website, FAQs, General Terms, and FPP, and do not confer unfair, misleading, or guaranteed advantages. By using the Services, you acknowledge and agree that you fully understand the nature of the Loyalty Program and waive any claims against Fintokei arising from misinterpretation, misunderstanding, or subjective expectations regarding its operation, effects, or outcomes, to the maximum extent permitted by applicable law.

14. AI Terms governing use of the AI Chatbot Service:
    i. Nature of the Service and Acknowledgment
    The User acknowledges and agrees that the support interface is an Artificial Intelligence Chatbot (the **"AI Service"**) and not a human representative. The AI Service is provided on an "as is" and "as available" basis, and its responses are generated by algorithms. The User understands that the information provided is not guaranteed to be accurate, complete, current, or error-free.
    ii. User waiver and acceptance of risk
    By using the AI Service, the User explicitly waives and releases the Company and its affiliates from any and all liability for damages, losses, or costs arising from any reliance on or action taken based upon the content generated by the AI Service, including but not limited to inaccuracies, omissions, technical errors, or misinterpretations. The User accepts the inherent limitations and risks associated with interacting with an automated system.
    iii. Misconduct, Manipulation, and Adversarial Input
    The Company shall have no liability whatsoever for any inaccurate, misleading, or inappropriate information generated by the AI Service where such information is a result of the User's deliberate, negligent, or bad-faith attempt to misuse, manipulate, or attack the AI Service.
    This includes, but is not limited to, instances where the User attempts to:

- manipulate/jailbreak: employ "prompt injection," "jailbreaking," or other adversarial techniques designed to bypass or subvert the AI Service's intended safety protocols, content filters, or operational guidelines.
- exploit weaknesses: intentionally steer the conversation to areas known to be outside the AI Service's knowledge domain or to elicit a "hallucination" (a confident but entirely fabricated or nonsensical response) for the purpose of testing, exposing a flaw, or generating a favorable but erroneous statement.
- create illusory agreements: attempt to bind the Company to contracts, warranties, or special terms by prompting the AI Service to generate or affirm non-standard terms which are clearly inconsistent with general terms, FPP terms, FAQ etc or other statutory requirements.
- circumvent human channels: utilize the AI Service to obtain information after being directed to a human representative or official documentation for a complex or high-risk inquiry.
- use for unintended purposes: Use the AI Service to solicit advice outside its scope, such as legal, financial, or medical guidance, and then rely on the resulting response.

iv. Technical unavailability and service interruptions

The User acknowledges that the AI Service is dependent on complex software, hardware, and network infrastructure, and that access may be interrupted or the service degraded due to technical issues, maintenance, or external factors as the service itself is outsourced. The Company shall not be liable for any loss, damage, inconvenience, or consequential harm arising from or related to:

- Scheduled or emergency downtime: any temporary suspension or termination of the AI Service for maintenance, updates, repairs, or emergency security responses.
- technical failure: any inability to access the AI Service, slow or degraded performance, data loss, or system errors resulting from technical issues, including but not limited to, power outages, denial-of-service attacks, third-party vendor failures, or software bugs.
- incomplete transactions: the failure of the AI Service to successfully process a request, complete a transaction, or escalate a matter to a human representative due to technical malfunction.

v. The Company makes no guarantee that the AI Service will be available without interruption or error and reserves the right to suspend or discontinue the AI Service, or any part thereof, at any time without prior notice or liability.

XX. Indemnification

1. You agree to indemnify, defend and hold harmless Company and its parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

XXI. Severability

1. In the event that any provision of these Terms or FPP terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions. Each Contract is subject to its own distinct legal framework, and its validity is interpreted independently.

XXII. Duration and Termination of the Contract, Material breach consequences

1. Every Contract (every purchase) related to Challenges – ProTrader, ProTrader Swing, StartTrader and SwiftTrader (article 6) is concluded for a definite period until the Challenges are passed or failed in accordance with the article 6.
2. Every Contract related to Virtually funded accounts (ProTrader, ProTrader Swing, StartTrader and SwiftTrader account) (article 7A) is concluded for an indefinite period until such account is terminated or any party withdraw from the Contract.

3. Should you be granted with an access to a ProTrader, ProTrader Swing, StartTrader account and / or Fintokei SwiftTrader account (article 7A) a consequent Contract is concluded for a definite period until the respective account is terminated.

4. Either party has the right to terminate any Contract without cause by delivering a 30 days notice. FPP may include specific termination provisions.

5. We reserve the right to withdraw from any Contract with justifiable cause or even without any cause and immediate effect . if the provision of services under the Contract would impede the Provider's ability to comply with its legal and/or contractual obligations or directives from governmental bodies or other regulators and/or the continuity of the Contract would jeopardize or otherwise harm the Fintokei and its conduct of business.
   Provided Fintokei is capable of offering or transferring the Contract and Fintokei Demo account it includes into similar Service (for example a switch of trading platforms), you are not entitled to any remuneration or other compensations, if not agreed otherwise.

6. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Contract for all purposes if not specified otherwise in these Terms and FPP terms. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

7. If in our sole judgment you fail, or we suspect that you have failed, to comply with:
   i. these Terms (mostly but not limited to articles 1, 2, 5, 8, 9, 17, 23 etc.) or,
   ii. regulatory and/or mandatory conditions especially but not limited AML/CFT irregularities

such non-compliance represents a material breach therefore Fintokei is entitled to terminate any and all your Contract at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).
In addition you will lose the entitlement to any Performance reward etc. already paid or to be paid entirely.

XXIII. Right to Withdraw

1. If you are a consumer, you have the right to withdraw from a Contract as per article **6,** without reason within 14 days from the conclusion of the Contract, or within any longer period provided by the mandatory consumer-protection law applicable to you.

2. The subject of the Service is the supply of digital content and/or of a digital service. Upon conclusion of the Contract you, as a consumer, expressly request that the performance of the Service begins before the expiry of the withdrawal period and that the Service is performed in full, and you acknowledge that you thereby lose your right to withdraw from the Contract once the Service has been provided to you (Article VI). You confirm this request by activating your account, i.e. by logging into the Client Zone or placing the first trade.

3. Please note:
Due to the electronic nature of the fintokei service, once you log into the client zone and / or place the first trade, you expressly agree the services to be executed before the expiry of the period for withdrawal therefore the right to unilaterally withdraw from the contract and subsequently to seek a refund of the Price is not applicable, save as set out in this article below, despite the contract being characterised as distant and/or off-premises.

4. The Customer acknowledges and agrees and is accordingly hereby informed by the Company that the Service is delivered and accessible without undue delay after the payment is processed (art. VI.). Where the performance of the Service has begun on the basis of the Customer's express request and acknowledgement set out above, the right to withdraw from the Contract ceases in accordance with the consumer-protection law applicable to the Customer, in particular Article 16(a) and (m) of Directive 2011/83/EU as transposed in the Member State of the Customer's habitual residence, and, where Czech law applies, § 1837 letter a) and/or letter l) of the Civil Code (Act No. 89/2012 Coll.), or any equivalent provision of the mandatory consumer-protection law of any other jurisdiction.

5. If, notwithstanding the above, the mandatory consumer-protection law applicable to you grants you a right to withdraw from the Contract after the performance of the Service has begun at your express request, you shall pay us an amount which is in proportion to what has been provided until the time you have informed us of the withdrawal, in comparison with the full coverage of the Contract. You acknowledge that the Service is not provided on a time-related basis and that the substantial part of its value – access to the educational materials and

the Client Zone and the set-up of the evaluation account with the agreed parameters – is provided upon activation; the proportionate amount shall be determined accordingly.

6. Your withdrawal from the Contract must be sent to our e-mail address support@fintokei.com within the specified time limit. You may utilize the provided template form – here for withdrawal. We shall deem the withdrawal legitimate should it be delivered from your registration address. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the Contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the Contract) all Prices we have received from you, less any proportionate amount payable under this article, in the same way in which you paid them, unless you have expressly agreed otherwise; where you paid through a payment collection agent, the refund may be made by bank transfer to the account from which the payment was made. You will not incur any fees as a result of such refund.

XXIV. Non-disclosure and Non-disparagement obligations

1. You acknowledge and agree to be bound by the Non-Disclosure and Non-Disparagement obligations set forth in Appendix 2 below. Appendix 2 shall be considered an integral and inseparable part of any and all Contracts.

2. The obligations set forth in the Appendix 2 shall survive the termination or expiration of the Contract for a period of two (2) years.

XXV. Out-Of-Court consumer dispute settlement, Governing Law and Jurisdiction

1. It is our objective that our Customers are satisfied with the Fintokei services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address

2. This article applies only to a consumer who is at the same time an EU resident. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, identification no.: 000 20 869, website: https://www.coi.cz/en/information-about-adr/, is responsible for the out-of-court settlement of consumer disputes. You can also use the platform at the following website to resolve disputes online: https://www.ec.europa.eu/consumers/odr.

3. Any legal relations established by these Terms, FPP terms or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the Czech Republic. Any dispute that may arise in connection with these Terms, FPP terms will fall within the jurisdiction of the Czech court, Municipal court in Brno.

4. Such provisions do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the European Union or any other jurisdiction however consumer rights protection is applied merely for those specifically stipulated as mandatory.

5. Non-Czech Republic jurisdiction clause:

Japanese:

i. If applicable under the Japanese Civil Procedure Act (Act No. 109 of 1996, as amended), a Japanese customer may file a lawsuit related to his/her consumer contract with a Japanese court.
ii. Under the Act on General Rules for Application of Laws (Act No. 78 of 2006, as amended), if a Japanese customer has indicated to a supplier corporation his/her intention to apply the provisions of Japanese laws having mandatory effect with respect to the formation and validity of consumer contracts, such provisions shall apply.
iii. Should certain provision not be governed strictly by Japanese law, Czech Republic law applies.

South Korea:

i. Without prejudice to the foregoing, and to the extent the Act on Consumer Protection in Electronic Commerce, Etc. (Korea) or any other mandatory Korean consumer-protection statute is applied to the Contract by a competent Korean authority or court, the Customer expressly demands and requests the Company to commence the supply of the Services upon activation of the Customer's account in accordance with Article VI, and acknowledges that the Services are delivered upon such activation through electronic access to the Client zone, the Trading platform and the Fintokei simulated account.
ii. The Customer further acknowledges that, due to the nature of the Services as digital content and/or a digital service, the supply of which begins with the Customer's express consent upon activation of the Customer's account in accordance with Article VI, the right of withdrawal does not apply in accordance with the applicable mandatory consumer-protection provisions, including any equivalent provision of Korean law.

EU and others:

i. In the event that the legal provisions of local law or international law are mandatorily applicable in jurisdictions other than the Czech Republic, they shall be applied to the minimum extent as acknowledged by the client. The remaining provisions of the Terms, FPP terms are subject exclusively to the laws of the Czech Republic.

XXVI. Changes to General terms

1. You can review the most current version of the Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms after giving you one month's notice or by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting /notifying of any changes to these Terms constitutes acceptance of those changes.

XXVII. Contact Information and communication

1. Questions about the Terms should be sent to us at our contact details.
2. Any notice or communication required or permitted under this Agreement, including any action taken by the Company, shall be deemed effectively delivered and received at the time of its transmission if sent by email to the email address provided by the other Party during its registration process, with each Party bearing sole responsibility to ensure such address is current and capable of receiving communications.

XXVIII. Final Provisions

1. These Terms alongside with specific information regarding the Services on the Website / FAQ section constitute the complete terms and conditions agreed between you and the Company and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written. They are also fully applicable to FPP.
   The Website and FAQ section provide detailed information and practical guidance related to the Contract, but you acknowledge that the Terms and FPP ultimately take precedence.
   You also acknowledge and agree that those detailed information and practical guidance might be altered with immediate effect.
   If not specified otherwise, any obligations imposed on / towards Customers are applicable accordingly to the Providers under the FPP in the same manner.
2. Nothing in these Terms is intended to limit any legal claims set out elsewhere in these Terms or arising from the applicable law. If the Company or any third party authorized thereto does not enforce the compliance with these Terms, this can in no way be construed as a waiver of any right or claim.
3. If terms are used herein as abbreviation they apply even without express stipulation to FPP accordingly.
4. The Company may assign any claim arising to the Company from these Terms or any agreement to a third party without your consent. You agree that the Company may, as the assignor, transfer its rights and obligations under these Terms or any agreement or parts thereof to a third party. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these Terms or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.
5. Severability: If any provision of the Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the Terms, shall be applied and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.
6. The schedules to the Terms form integral parts of the Terms. In the event of a conflict between the wording of the main text of the Terms and any schedule thereof, the main text of the Terms shall prevail.

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

8. Transitional provision – StartTrader: Contracts related to a StartTrader Challenge purchased before 21 October 2026, i.e. before the new StartTrader model was introduced on the Website, and the StartTrader accounts following them, continue to be governed by the StartTrader-specific rules of the previous version of these Terms; all other provisions of these Terms apply to them in full.

XXIX. The effective date and version

Version: 17
Effective date: 10th November 2026

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Appendix 1

Further definitions of some forms of Prohibited Trading

1. Tick scalping
2. Latency arbitrage trading
3. Opposite trading / hedging across multiple accounts or traders

Ad 1) Tick Scalping

Tick scalping means placing and closing orders in extremely short time and high frequency, which makes it extremely hard to copy such trades into the real market execution due to high likelyhood of slippages. As such, any profitable trading would be very unlikely to be replicated.
Specifically, placing trades that last **less than 5 seconds** is considered as "tick scalping" and is prohibited.
It is prohibited to have more than **10%** of all your cumulative trading volume **in lots** falling under the definition of "tick scalping", provided that such trades also represent more than **10%** of your total traded volume in USD.
In case we identify such behavior you will get the first warning via email.
From the following day, if we identify that more than 10% of your trades after the first warning are again being opened as "tick scalping", your account will be breached.

Ad 2) Latency arbitrage trading

Under the prohibited practice of Latency Arbitrage Trading is hidden a method that seeks to gain an unfair advantage by trying to frontrun broker's pricing and execution by utilizing a faster feed from other sources. Using this faster feed, an attempt is made to open a position when the discrepancy between the two feeds is significant enough to allow for a risk-free trade.
This practice is forbidden as it seeks to exploit possible technical shortcomings and is generally not replicable in the real market.

Ad 3) Opposite trading or Hedging across multiple accounts or traders

Hedging as a trading style on one client account is allowed!
Hedging is used to secure trading positions against a possible adverse change in market conditions, and the resulting risks of loss. Hedging is created by opening positions on the same trading instrument, while each of the positions is of the opposite type (BUY/SELL).
A trading position can be partially or completely hedged on the same trading account.
Hedging across multiple accounts or clients is not allowed.

It is not allowed for the customer to use multiple trading accounts for hedging, i.e. when, for example, account 1. is intended for BUY orders and account 2. is designated by the customer for SELL orders of the same trading instrument. It does not matter if both accounts 1 and 2 are opened at Fintokei or not, hedging on different accounts is not allowed and leads to account breach.

Hedging of multiple accounts of two or more customers is also not permitted.

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Appendix 2

Non-disclosure and Non-disparagement obligations

1. Confidentiality Obligations

Definition of Confidential Information:

For the purposes of this Appendix 2 and the Terms, "Confidential Information" means any and all non-public, proprietary, or sensitive information, in any form or medium, disclosed by or on behalf of Fintokei to You, including but not limited to:

- The terms and conditions of the Contract under Terms and/or FPP any related contracts, discussions, or negotiations;
- Any information relating to Fintokei, its technologies, infrastructure, platforms, security measures, operations, or business processes;
- All details regarding Fintokei's services, features, pricing, offers, discounts;
- Internal business models, financial data, marketing strategies, and customer insights;
- Communications between You and Fintokei representatives / support, including emails, messages, voice calls, support inquiries, and internal correspondence;
- Any other information that a reasonable person would recognize as confidential or proprietary under which are likely to cause any damage or reputational harm.

Non-Disclosure and Restrictions on Use

- You shall maintain the confidentiality of Fintokei's Confidential Information and shall not disclose, distribute, or make it available to any third party without Fintokei's prior written consent.
- You shall use Fintokei's Confidential Information solely for the purposes of performing Your obligations under the Contract and for no other purpose.
- You shall implement and maintain adequate security measures to protect Fintokei's Confidential Information from unauthorized use, access, or disclosure.

Exclusions

The obligations of confidentiality do not apply to information that:

- is publicly available through no fault of You;
- is required to be disclosed under applicable law, provided that You give Fintokei prior notice (where legally permissible) to allow it to seek protective measures, provided that:
    - You whether intentionally or through negligence shall not withhold, redact, or exclude any material part of the Confidential information that is necessary to convey a fair and accurate understanding of the matter and/or
    - without any omission or selective presentation that could misrepresent or distort the meaning, intent, or factual circumstances of the Confidential Information

2. Non-Disparagement

- You shall not, at any time during the term of the Contract or thereafter, make or publish any statement, written or oral, or take any action that disparages, defames, criticizes, or

otherwise harms the reputation, business, services, employees, officers, directors, or affiliates of Fintokei.

- This includes, but is not limited to, negative statements made via social media, online reviews, public forums, interviews, blogs, or any other medium.

3. Remedies and Enforcement, contractual penalties (liquidated damages)

- You acknowledge that any breach of this Appendix 2 may cause Fintokei irreparable harm for which monetary damages may be inadequate. In such cases, Fintokei shall be to recover any and all damages, costs, and attorneys' fees incurred as a result of Your breach of this Appendix 2 in full.

Appendix 3

Fintokei Academy
Specific terms for users of the Fintokei Academy app

I. Definitions and scope

1. **"Fintokei Academy"** or **"Academy"** means the mobile educational application operated by Fintokei a.s., available on iOS and Android, providing trading education content, interactive drills, a simulated (demo) trading environment and gamified progress features.
2. **"User"** means any natural person who accesses or uses Fintokei Academy, whether through a Registered account or as a Guest. A User is a Customer in the meaning of these Terms, and these Terms (including this Appendix 3) apply accordingly.
3. **"Registered account"** means an Academy account created with email + password or via a supported single sign-on provider (e.g. Google) through the Company's authentication provider.
4. **"Guest access"** means temporary, non-persistent use of Fintokei Academy without registration. Progress, XP, levels, streaks and Discount Codes are not stored for Guest access.

II. Use of Fintokei Academy

1. By accessing or using Fintokei Academy, the User accepts these Terms and this Appendix 3.
2. The User undertakes to use Fintokei Academy only for personal, non-commercial educational purposes and in accordance with these Terms and applicable laws.
3. Educational content, drills, demo trading and any analytical features in Fintokei Academy are provided for educational and informational purposes only. Article 5 of the Overview applies accordingly. Nothing in Fintokei Academy constitutes investment advice, recommendation, solicitation, business partnership, offer of investment opportunity or any other recommendation regarding the trading of investment instruments.

III. Demo trading

1. All trading functionality available in Fintokei Academy (including the "Trade" feature) is conducted in a fully simulated (demo) environment with virtual funds. No real money is at risk and no real-market orders are executed. The Rules of Demo Trading in Article IV of these Terms apply *mutatis mutandis*.

IV. XP, levels, streaks and gamified features

1. Fintokei Academy uses experience points ("XP"), levels, daily streaks and similar gamified features to motivate educational progress. Such features (i) do not represent monetary value, asset, entitlement or any consideration of economic value; (ii) do not constitute a separate Service or contractual relationship; (iii) are personal, non-transferable and cannot be assigned, monetized, exchanged or claimed as a contractual, proprietary or legal right.
2. Detailed XP amounts, level thresholds, qualifying activities, streak conditions and similar parameters are described in the FAQ section and within Fintokei Academy, as updated from time to time.

V. Discount codes

1. Users with a Registered account may unlock discount codes applicable to Fintokei's evaluation programs (**"Discount Codes"**) based on their level and progress.
2. Guest users are not eligible for Discount Codes.

VI. Registration, accounts and access

1. The User is solely responsible for the accuracy of information provided upon registration and for the confidentiality of credentials. Article I (Online Registration Terms) of these Terms applies accordingly.
2. The Company may refuse, suspend or terminate any User's access to Fintokei Academy at any time and at its sole discretion, including for breach of these Terms or this Appendix 3, suspected fraud or abuse, or technical or security reasons.

VII. Modifications, suspension and termination

1. Fintokei Academy is provided on an "as is" and "as available" basis. The Company reserves the right, at its sole discretion, to introduce, modify, adjust, suspend or terminate Fintokei Academy or any of its features (including XP, levels, streaks and Discount Codes), in whole or in part, with or without prior notice.
2. No modification, suspension or termination shall give rise to any claim, refund, compensation, damages or other remedy in favor of the User.

VIII. Liability and reference to General Terms

1. Without limiting Liability concept in the Terms, the Company shall not be liable for (i) consequences arising from changes to, suspension of or termination of Fintokei Academy, any Discount Code, level, XP, streak or other gamified feature; (ii) unavailability or malfunction of Fintokei Academy, including login problems, sync issues, chart errors or third-party authentication issues; (iii) any decisions made by the User based on educational content, drills, demo trading or any information contained in the app.
2. In the event of any inconsistency between this Appendix 3 and the main text of the Terms, the main text of the Terms shall prevail.

IX. FAQ and operational guidance

1. Detailed and current information about Fintokei Academy — including available lessons, drills, level thresholds, exact XP amounts, Discount Code values, applicable plans and currencies, support channels (in-app menu → Support) and any operational matters — is set out in the FAQ section dedicated to Fintokei Academy, as updated from time to time.
2. The User acknowledges that such FAQ and in-app guidance provide operational and explanatory guidance only and may be updated with immediate effect; these Terms and this Appendix 3 ultimately take precedence.

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Appendix 4
Fintokei Community Platforms (Discord and similar)
Specific terms for Users of Fintokei Community Platforms

Definitions and scope

1. **"Community Platform(s)"** means the official Fintokei Discord server and any similar third-party community, chat, forum or social platform operated, hosted or officially endorsed by the Company, as referred to in Article XI (Ancillary Services) of these Terms.
2. **"User"**, **"Member"** or **"Visitor"** means any person who accesses or uses a Community Platform in any capacity. Any such person is a Customer / User in the meaning of these Terms, and these Terms (including this Appendix 4) apply to that person accordingly.
3. Community Platforms are operated on third-party infrastructure (in the case of Discord, on the platform provided by Discord Inc.). The User is separately bound by the applicable terms and policies of that third-party provider (in the case of Discord, its Terms of Service, Privacy Policy and Community Guidelines). This Appendix 4 supplements, and does not replace, those third-party terms. As between the User and the Company, these Terms and this Appendix 4 govern the User's participation.

Access, roles and acceptance

1. Any person holding a valid invitation link may join a Community Platform and read its public content as a Visitor. Active participation (including posting content) is available only after the User registers in the Company's client zone (my.fintokei).
2. The Company may assign roles (for example Member, Challenge Active, Funded, Payout Club) automatically on the basis of the User's status in my.fintokei by means of integrated tools. Such roles merely unlock the corresponding sections and features of the Community Platform. Roles (i) do not represent any monetary value, asset, entitlement or consideration of economic value; (ii) do not constitute a separate Service or contractual relationship; and (iii) are personal, non-transferable and may not be assigned, monetized, exchanged or claimed as a contractual, proprietary or legal right.
3. By entering or using a Community Platform – including, where applicable, by completing any membership screening, rules acknowledgment or similar gate presented on the platform – the User accepts these Terms, this Appendix 4 and the house rules applicable to that Community Platform.

Educational and evaluative nature; no investment advice

1. Community Platforms are provided to support the educational and evaluative purpose of the Company's Services. Article 5 of the Overview and Article XIX (Disclaimers) of these Terms apply accordingly.
2. Nothing shared on a Community Platform – whether by the Company, its staff, moderators or any other User – constitutes investment advice, a recommendation, solicitation, business partnership, offer of an investment opportunity or any other recommendation regarding the trading of investment instruments. Any opinions, analyses, ideas or results shared are general commentary and the opinion of the respective author only. The Company is not a broker, does not accept deposits, and all trading referred to is conducted in a fully simulated environment with virtual funds.

Acceptable use and prohibited conduct

1. The prohibitions in Article XVIII (Prohibited Uses) and Article V (Prohibited Trading Strategies, Transactions or Practices) of these Terms apply to the use of Community Platforms. In addition, and without limitation, the User shall not:
   (i) spam, advertise or engage in self-promotion or solicitation, or use a Community Platform for the User's own or a third party's business;
   (ii) offer, promote or request account management, managed accounts, expert advisors, copy-trading or trading signals;
   (iii) impersonate the Company, its staff or moderators, or any other person, or misrepresent the origin of any content;
   (iv) post unlawful, defamatory, abusive, harassing, obscene or otherwise objectionable content, or content infringing any third-party right;
   (v) disparage the Company, its Services or any third party, in breach of the non-disparagement obligations in Article XXIV and Appendix 2 of these Terms.
1. **Security.** The Company and its staff will never contact a User through a Community Platform to request passwords, one-time codes, two-factor authentication codes, other credentials or any payment. The User must not act on any such request and should report it. The Company is not responsible for any loss resulting from the User's failure to observe this clause.

User content and submissions

1. Any content that the User posts, uploads or otherwise makes available on a Community Platform constitutes a comment / submission within the meaning of Article XV (User Comments, Feedback and Other Submissions) of these Terms, and Article XV applies to such content accordingly. The User is solely responsible for the content the User makes available.
2. The Company may, but is under no obligation to, monitor, moderate, edit or remove content on a Community Platform, and may restrict, suspend or terminate a User's access to a Community Platform at its sole discretion, including for breach of these Terms, this Appendix 4 or the applicable house rules, or for suspected fraud, abuse, or technical or security reasons.

Personal data

1. The processing of the User's personal data by the Company is governed by the Company's Privacy Policy, as referred to in Article XVI of these Terms. To the extent the User discloses personal data on a Community Platform, and to the extent the Company relies on the User's consent for a given purpose (for example the reuse of the User's posts, trading results or testimonials on the Company's own channels, including outside the Community Platform), such processing is governed by the applicable consent obtained by the Company.
2. The User acknowledges that the third-party platform provider (in the case of Discord, Discord Inc.) acts as an independent controller in respect of the personal data it processes for the operation of its own platform, under its own privacy policy.

Availability, changes and termination

1. Community Platforms are provided on an "as is" and "as available" basis. Consistent with Article XI(3) of these Terms, the Company may introduce, modify, suspend, restrict or terminate any Community Platform, role, channel or feature, in whole or in part, at its sole discretion, with or without prior notice. No such action shall give rise to any claim, refund, compensation, damages or other remedy in favor of the User.

Liability and precedence

1. The Company's liability with respect to Community Platforms is limited as set out in these Terms (in particular the limitation of liability, indemnification, intellectual property, confidentiality, governing law and dispute-resolution articles), which apply **mutatis mutandis**. Without limitation, the Company is not liable for the unavailability, malfunction or acts or omissions of any third-party platform provider, or for any decision made by a User on the basis of content available on a Community Platform.
2. In the event of any inconsistency between this Appendix 4 and the main text of the Terms, the main text of the Terms shall prevail.