

PROP TRADING ACADEMY SAGL TERMS AND CONDITIONS

PREAMBLE

These Terms and Conditions (“Terms”) govern the services provided by Prop Trading Academy SAGL (hereinafter “PTA” or the “Company”), with registered office in Melide, Switzerland.

The Company provides services exclusively for educational purposes and for the evaluation of trading skills, through a simulated environment.

The user is required to carefully read this document.
Use of the services implies full acceptance of these Terms.

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1. Company

The services are provided by **Prop Trading Academy SAGL**, a company incorporated under Swiss law.

2. Nature of services

The services provided by the Company:

- have an exclusively educational and evaluative nature
- are carried out in a simulated environment
- do not constitute real trading

The user acknowledges that:

- no real funds are used
- the results do not represent real profits
- these are not regulated financial services

3. Acceptance and conclusion of the contract

The purchase or use of the services entails:

- full acceptance of these Terms
- the conclusion of a binding agreement

The Company may refuse or limit access to the services at its sole discretion.

The user acknowledges that the use of the services does not in any way constitute an employment relationship, collaboration, mandate, representation or partnership with the Company.

The user operates exclusively for educational and evaluation purposes in a simulated environment.

4. Access requirements

The user declares to:

- be at least 18 years old
- provide accurate information
- comply with applicable regulations

5. Definitions

Account: user profile

Payout: discretionary compensation

Performance: results in simulated trading

Simulated trading: activity without real capital

Instrument: tradable asset

Violation: non-compliant behavior

Gambling: non-sustainable activity

Coordinated activity: replicated activity across accounts

EA: automated trading software

Trading day: any day in which at least one trade is opened and closed. The mere holding of an open position without new executions is not considered a trading day.

6. Orders, payments and refunds

Services may be subject to payment.

The user accepts that:

- payments are final
- no refunds are provided unless otherwise specified

7. Account and use

The account is personal and non-transferable.

It is prohibited to:

- share access
- operate on behalf of third parties
- coordinate activities across accounts

The Company reserves the right to identify and link accounts attributable to the same user.

Where multiple accounts are directly or indirectly attributable to the same subject, the Company may:

- consider them as a single profile for evaluation purposes
- limit their use
- apply the trading rules on an aggregated basis
- intervene on payouts, performance or access to services in order to prevent circumvention or non-compliant behavior.

8. Access to the platform

The Company does not guarantee:

- continuity of service
- absence of errors
- technical compatibility

9. Payout

Payouts represent discretionary compensation based on results obtained in a simulated environment.

The user acknowledges that:

- payouts do not constitute a right
- there is no guarantee of payment
- each payout is subject to verification

The Company may, at its sole discretion:

- reduce
- modify
- delay

or not grant

any payout where performance is deemed:

- not sustainable
- not replicable under real conditions
- not consistent
- not compliant with the spirit of the service

The payout is subject to full compliance with these Terms, as assessed at the sole discretion of the Company.

Payout requests are subject to an internal pre-approval process.

Any preliminary approval does not constitute a guarantee of final payment, which remains subject to subsequent compliance checks.

The evaluation of compliance and sustainability of performance is carried out exclusively and definitively by the Company.

10. Performance evaluation

The evaluation takes into account:

- sustainability
- risk management
- consistency

and the replicability of results under realistic market conditions

11. Trading rules

The user must operate in compliance with principles of sustainability, risk management and operational consistency.

The Company evaluates trading activity not only on the basis of the final result, but also on how that result was achieved.

11.1 – Profit concentration

If, at the time of a payout request, more than 50% of the profit is attributable to a single trade, or to a single trading day the Company reserves the right to reduce the payout by 50%.

11.2 – Concentration on a single instrument

If more than 50% of the profit derives from operations executed on a single instrument or symbol, the Company may reduce the payout by 50%.

11.3 – Autonomous activity

Trading activity must be personal, autonomous and not coordinated.

It is not permitted to:

- use signal services
- copy third-party trades
- operate on behalf of other users
- coordinate activity across multiple accounts

The use of Expert Advisors (EA) is allowed only if the resulting activity is clearly distinct from that of other users.

In case of violation, the Company may reduce the payout by 50%.

11.4 – Hedging between accounts

Opening opposite or correlated positions between accounts belonging to different clients of the platform is not permitted.

Hedging is allowed exclusively within the same account.

In case of violation, the Company may reduce the payout by 50%.

11.5 – High Frequency Trading (HFT)

It is not permitted to engage in trading activity that:

- generates an excessive number of trades in a short time
- exploits micro price movements or technical latency
- is aimed at exploiting temporary market inefficiencies

In case of violation, the Company may reduce the payout by 50%.

11.6 – Gambling-like practices

The Company promotes disciplined and sustainable trading.

Practices comparable to gambling are not permitted, including:

Oversized Risk

Taking risk exceeding 3% of total equity on open trades or within a single day

All-In Trading

Achieving profit through a single trade or a few high-risk, high-leverage trades

Such behaviors are considered non-sustainable and incompatible with the purpose of the service.

In case of violation, the Company may reduce the payout by 50%.

11.7 – Circumvention of operational requirements

It is not permitted to meet operational requirements through:

- irrelevant trade sizes
- activity inconsistent with usual trading behavior

By way of example, opening minimal positions solely to meet time-based requirements constitutes a violation.

In case of violation, the Company may reduce the payout by 50%.

11.8 – Interpretation of rules

These rules must be interpreted in light of the principles of:

- sustainability
- operational consistency
- replicability of results

The Company reserves the right to assess each situation on a case-by-case basis.

12. Consequences of violations

In case of violation of one or more trading rules, the Company will apply the following reductions:

1 violation → payout reduced by 50%

2 violations → payout reduced by 70%

3 or more violations → payout reduced by 90%

12.1 – Cumulative application

Reductions are cumulative and applied based on the total number of violations detected.

12.2 – Evaluation of violations

The determination of violations:

- is carried out by the Company
- is based on the overall analysis of trading activity
- takes into account the user's general behavior

The Company reserves the right to classify an activity as a violation even if not explicitly listed above, where it is deemed contrary to the purpose of the service.

12.3 – Relationship with discretion

The provisions of this article do not limit in any way the discretion of the Company.

The Company may therefore:

- apply further reductions
- deny payout
- adopt other measures

even independently of the number of violations detected and in the absence of formally identified violations.

12.4 – Payout execution

If approved, the payout will be issued in the amount resulting after the application of any reductions.

13. Discretion

The Company reserves the right, at its sole and unquestionable discretion, to:

- interpret the Terms
- evaluate any activity
- determine compliance

and adopt any measure, including:

- payout reduction
- payout cancellation
- account closure
- full or partial cancellation of trading results

even in the absence of explicit violations and without obligation to provide detailed reasoning.

Company decisions are based on internal analyses, including technical and algorithmic ones, not disclosed in order to preserve system integrity.

14. Abuse of the service

Any behavior that:

- is not replicable
- is abnormal or artificial
- is aimed exclusively at obtaining payout

shall constitute abuse.

The Company may intervene without prior notice.

The Company reserves the right to classify as abuse any behavior which, even if not expressly provided for, is contrary to the purpose of the service.

15. Prohibited practices

Any behavior aimed at obtaining an improper advantage or not consistent with the purposes of the service is prohibited.

By way of example and not limited to:

- exploiting bugs, errors or malfunctions of the platform
- manipulating prices, executions or operating conditions
- bypassing, circumventing or forcing system rules
- using tools or strategies aimed exclusively at maximizing payout without real operational consistency

The Company reserves the right to classify as a prohibited practice any behavior which, even if not expressly listed, is contrary to the spirit of the service.

16. Suspension and termination

The Company reserves the right, at its sole discretion and without prior notice, to suspend, limit or terminate access to the services, in whole or in part, in the event of violation of these Terms, improper use of the platform, conduct deemed non-compliant, or for operational, technical or security reasons.

The suspension or termination of the service does not give rise to any right to refunds, indemnities or compensation, unless expressly provided otherwise.

17. Limitation of liability

The services are provided “as is” and “as available”, without any express or implied warranty regarding continuity, reliability or fitness for specific purposes. The Company shall in no event be held liable for direct or indirect losses, loss of profits, loss of data, reputational damages or any other consequence arising from the use or inability to use the services.

18. Use of data

The Company reserves the right to use, analyze and process the data generated from the use of the services for internal purposes, including monitoring activities, service improvement, risk management and abuse prevention. Such activities are carried out in compliance with the applicable data protection regulations.

19. Amendments to the Terms

The Company may modify these Terms at any time. The modifications shall enter into force upon publication on the platform or upon communication to the user. Continued use of the services after the modifications constitutes acceptance of the same.

20. Force majeure

The Company shall not be liable for delays, malfunctions or interruptions of the services caused by events beyond its reasonable control, including, by way of example, natural events, network interruptions, cyber attacks, actions by authorities or other unforeseeable circumstances.

21. Communications

All official communications between the Company and the user shall take place via email, platform or other digital channels indicated by the Company. The user is responsible for keeping their contact details up to date.

22. Interpretation

In case of doubts regarding the interpretation of these Terms, the interpretation provided by the Company shall prevail, within the limits permitted by applicable law.

23. Governing law and jurisdiction

These Terms are governed by Swiss law.

For any dispute, the courts of Lugano shall have exclusive jurisdiction, unless otherwise provided by mandatory law.