

# General Terms and Conditions

PU Prime LTD

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## PU Xtrader GENERAL TERMS AND CONDITIONS

These PU Xtrader General Terms and Conditions (the "GTC") govern rights and obligations in connection with the use of services provided by PU Prime Ltd (the "Services"), offered mainly through [www.puxtrader.com](http://www.puxtrader.com) (the "Website"). Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

### 1. Introductory Provisions

- 1.1 These GTC govern your ("you", "your", or the "Client") rights and obligations in connection with the use of the Services provided by PU Prime Ltd ("we", "our", or the "Provider").
- 1.2 By completing the registration process on the Website or, in cases where registration is not required, prior to your initial utilisation of the Services, you are entering into a legally binding contract with the Provider. This contract specifically governs the provision of the Services you have chosen. The General Terms and Conditions (GTC) form an integral part of this contractual agreement, and by proceeding with the contract, you confirm your explicit acceptance of these GTC.
- 1.3 The Services are exclusively intended for individuals aged 18 and above who reside in the country where the Services are accessible. By completing the registration process on the Website, you affirm that you are of legal age (18 years or older). If you are below 18 years old, you are not permitted to utilise the Services. It is your responsibility to ensure that you access the Services only from one of the countries where they are available. You acknowledge that certain countries may have legal restrictions or prohibitions on your access and usage of the Services. Therefore, you commit to accessing and using the Services strictly in compliance with applicable laws.
- 1.4 The Provider shall not render Services to the Client in the following circumstances: (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated, or has a registered office in Restricted Jurisdictions; (iii) is subject to the relevant international sanctions; or (iv) has a criminal record related to financial crime or terrorism. Restricted Jurisdictions is defined as countries determined as such by the Provider and published on the Website. The Provider reserves the right to decline, limit, or cease the provision of Services to any Client in accordance with the terms specified in Clause 1.4. Additionally, such Clients are explicitly forbidden from utilising the Services, encompassing the use of the Client Portal and/or Trading Platform.

- 1.5 The Services encompass the provision of tools for simulated trading on the foreign exchange market or simulated trading with other instruments on various financial markets. This includes the provision of analytical tools, training and educational materials, access to the Client Portal, and other ancillary services, in particular through the Client Portal or by the provision of access to applications provided by the Provider or third parties. The simulated trading facilitated through the Services utilises financial market information. However, you explicitly acknowledge that any trading activities conducted through the Services are not executed on the real market. Instead, the Services are performed in a simulated trading environment based on real-time market conditions. Furthermore, you acknowledge that the funds provided to you for the purposes of performing the Services are entirely virtual and are strictly limited to their designated use within the Services. These virtual funds are non-withdrawable, non-exchangeable, and cannot be used for executing trades in the actual market. Unless expressly agreed otherwise, you are not entitled to receive payment for these funds, nor are you eligible to claim any profits resulting from simulated trading. Similarly, you are not obliged to bear any losses incurred during simulated trading.
- 1.6 None of the services offered by the Provider can be construed as investment services in compliance with applicable laws. The Provider does not furnish or supply any guidance, instructions, or information regarding the manner or method of conducting transactions when utilising the services or otherwise, including any comparable information pertaining to the traded investment tools. Furthermore, the Provider does not seek or accept any such guidance, instructions, or information from you. None of the services provided constitute, nor is intended to be, investment advice or recommendations. The Provider's employees, staff, or representatives are not authorised to provide investment advice or recommendations. In the event that any information or statement made by any employee, staff, or representative of the Provider is interpreted as investment advice or recommendations, the Provider explicitly disclaims such characterization and disavows any responsibility associated therewith.
- 1.7 Your personal data is processed in accordance with the Privacy Policy.
- 1.8 The meaning of the definitions, expressions, and abbreviations used in these GTC can be found in clause 17.

## **2. Services And Their Ordering Process**

- 2.1 You have the option to request the Services by utilising the Website and completing the relevant registration or order form. Once the registration process is completed, we will send you an e-mail containing the login details for accessing the Client Portal and/or Trading Platform, granting you access to these services.

- 2.2 The Services include, among other things, the PU Xtrader Challenge and Evaluation products; The products offered may vary in terms of the extent of Services provided, such as the availability of analytical tools or certain platforms to the Client.
- 2.3 All data furnished by you through the registration form, order form, the Client Portal, or any other means of communication must be complete, accurate, and current. It is your responsibility to promptly inform us of any changes in your data or update the information within your Client Portal. You must also ensure that any such data provided is consistent with the information found in any identifying documents that we may request from you in the future for purposes including, but not limited to, participation in the PU Trader program. The Client bears the responsibility for ensuring the accuracy and currency of the provided data, and the Provider is under no obligation to verify the data.
- 2.4 The fee associated with the PU Xtrader Challenge is subject to variation based on the chosen funding option and relies upon factors such as the initial capital amount, acceptable risk level, fulfilment of specific parameters for meeting the conditions of the PU Xtrader Challenge and subsequent Evaluation, as well as potential additional configurations. Detailed information regarding each option and its corresponding fees can be found on our Website at [www.puxtrader.com](http://www.puxtrader.com). The final fee will be determined based on the option selected when completing the order form for the PU Xtrader Challenge. Additionally, the Provider reserves the right to offer the Services under individually agreed conditions. Such individually agreed conditions will be determined solely at the discretion of the Provider. Unless expressly specified otherwise by the Provider, any promotions offered including individual discounts and other benefits may not be combined.
- 2.5 The fee is paid for allowing you to access the PU Xtrader Challenge, or the Services provided under the PU Xtrader Challenge. The Client is not eligible for a refund of the fee in scenarios such as cancellation on the Client's Client Portal or requesting cancellation via e-mail, premature termination of the Services by the Client (e.g., failure to complete the PU Xtrader Challenge or the Evaluation processes), failure to fulfil the conditions of the PU Xtrader Challenge or the Evaluation, or violation of the terms and conditions outlined herein.
- 2.6 In the event that the Client raises an unjustifiable complaint or initiates a dispute with their bank or payment service provider regarding the paid fee (e.g., through chargeback services, dispute services, or similar means) in an attempt to obtain an annulment, cancellation, or refund of the fee or any portion thereof, the Provider reserves the right, at its sole discretion, to cease providing services to the Client and reject any future provision of services.
- 2.7 The PU Xtrader Challenge that you select when making an order shall also apply to the subsequent Evaluation. You will start the subsequent Evaluation and,

possibly, other products related thereto, with the parameters and the same currency that correspond to the option of the PU Xtrader Challenge selected by you. Once you make a selection, it is not possible to change it. If you are ordering a new PU Xtrader Challenge, the restrictions specified in this clause 2.8 shall not apply.

- 2.8 The Provider reserves the rights to modify the fees and parameters of the Services without requiring mutual agreement, at its discretion and at any given time, including the parameters for successful completion. Such changes do not impact the Services that have already been purchased prior to the notification of the modification.
- 2.9 The information provided in the order form can be reviewed, corrected, and modified until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately acknowledge the receipt of your order via e-mail. For the PU Xtrader Challenge, the order is considered complete upon the payment of the fee for the selected option (refer to clause 3.4), whereby the contract between you and the Provider is executed. The contract entails the provision of the PU Xtrader Challenge and, if the conditions of the PU Xtrader Challenge are met, the Evaluation. The contract is concluded in English. We retain an electronic copy of the contract and do not permit access to it.
- 2.10 You acknowledge that it is your responsibility to acquire the necessary technical equipment and software, including any third-party software required (e.g., software for utilising the Trading Platform), at your own risk and cost in order to utilise our Services. The Website is accessible through most web browsers. The risk and expense associated with internet access, equipment purchase, web browser acquisition, and its updates lie with you. The Provider does not provide any warranty or assurance regarding the compatibility of the Services with specific equipment or software. Additionally, no additional fees are imposed by the Provider for an internet connection.
- 2.11 You acknowledge that any trading platforms offered by the Provider or otherwise are subject to a different set of terms and conditions and privacy policies. Before sending an order form, you are obligated to read those terms and conditions and privacy policies. In the event of any conflict or discrepancies between the terms and conditions of such trading platforms and this GTC, the Provider reserves the right to decide, at its own discretion, which terms shall prevail.
- 2.12 If the Client places an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may cease provision of the Services and notify the Client through their email as a protective precaution to mitigate potentially harmful behaviour of the Client. If the Client continues to exhibit persistent unreasonable behaviour despite prior notice, we reserve the

right to suspend any forthcoming orders of the Services. If we find that the unusual conduct mentioned in this paragraph is associated with the Client's involvement in Forbidden Trading Practices, we may take appropriate actions as specified in Section 5 of this GTC. The Provider reserves the right to assess the nature of the aforementioned behaviour and set reasonable limits for such assessments at its sole discretion.

### **3. Payment Terms**

- 3.1 The amount of fees for the PU Xtrader Challenge options are based on the account currency chosen during registration. Selecting an account currency will determine the currency that your fee is to be paid in, as well as the amount of fees required, which will be set based on a predetermined exchange rate that is decided at PU Prime's discretion. The fees payable will be displayed on the registration page on the Client Portal.
- 3.2 Service charges are inclusive of all taxes. If the Client is an entrepreneur (trader), he is obliged to fulfil all his tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he is obliged to pay tax or other fees properly.
- 3.3 You can pay the fee for the selected option of the PU Xtrader Challenge by a payment card, via e-payment, or using other means of payment that the Provider currently offers on the Client Portal.
- 3.4 If the payment is made using a payment card or any other express payment method, the payment shall be made immediately. The Client is responsible for covering all fees imposed by the selected payment service provider (as per the current price list of the payment service provider) in connection with the transaction. Furthermore, the Client is obligated to ensure that the full fee for the selected PU Xtrader Challenge is duly paid.
- 3.5 All fees payable under Section 3 are non-refundable.

### **4. Client Portal And Trading Platform**

- 4.1 Only one Client Portal is permitted per Client and all of the Client's Services must be maintained in the Client Portal.
- 4.2 The total number of PU Xtrader Challenges and Evaluations per one Client Portal may be limited depending on the total sum of the initial capital amounts of the products ordered by the Client or on the basis of other parameters. Unless the Provider grants an exception to the Client, the initial capital amounts may not be transferred between the individual products or mutually combined. You may also not transfer or combine your performance, Service parameters, data, or any other information between the products.
- 4.3 Access to the Client Portal and Trading Platform is protected by login data, which

the Client may not make available or share with any third party. The Client is responsible for all activities that are performed through the Client's Client Portal or Trading Platform. The Provider bears no responsibility, and the Client is not entitled to any compensation, for any misuse of the Client Portal, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Client, if such misuse occurs for any reasons on the part of the Client.

- 4.4 The Client acknowledges that the Services may not be available at all times, especially due to maintenance, upgrades, or other reasons. Specifically, the Provider holds no responsibility, and the Client is not entitled to any compensation, for the unavailability of the Client Portal or Trading Platform or for any damage or loss of data or other content that the Client uploads, transfers, or saves through the Client Section or Trading Platform.
- 4.5 The Client may at any time request the cancellation of the Client Portal by sending an e-mail to [info@puxtrader.com](mailto:info@puxtrader.com). Sending a request for the cancellation of the Client Section is considered as a request for termination of the contract by the Client, with the Client being no longer entitled to use the Services, including the Client Portal and Trading Platform. The Provider will immediately confirm the receipt of the request to the Client by e-mail, whereby the contractual relationship between the Client and the Provider will be terminated. In such a case, the Client is not entitled to any refund of the fees already paid or costs otherwise incurred.

## **5. Rules Of Simulated Trading**

- 5.1 While engaged in simulated trading on the Trading Platform, you are generally permitted to perform any transactions, except in cases where these transactions constitute forbidden trading strategies or practices as defined in clause 5.4. You also agree to follow good market standard rules and practices for trading on financial markets (e.g., risk management rules). Restrictions may also be imposed by the trading conditions of the Trading Platform that you have selected for trading.
- 5.2 You acknowledge that the Provider has access to information regarding the simulated trades you execute on the Trading Platform. You provide your consent for the Provider to share this information with individuals or entities affiliated with the Provider. You further grant the Provider and these affiliated parties consent and authorization to handle this information as they see fit. These activities may be carried out automatically without necessitating any additional consent, consultation, or approval from you. Moreover, you acknowledge that you are not entitled to any compensation or revenue pertaining to the Provider's use of this data. The Provider is aware that your simulated trading does not



entail providing investment advice or recommendations to the Provider. You have the option to suspend your simulated trading on the Trading Platform at any time.

5.3 The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through your Client Portal or Trading Platform.

5.4 Forbidden Trading Practices

5.4.1 It is prohibited to: (a) knowingly or unknowingly use trading strategies that exploit errors in the services such as errors in display of prices or delay in their update; (b) perform trades using an external or slow data feed; (c) perform, alone or in concert with any other persons, including between connected accounts, or accounts held with different PU Prime entities, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions; (d) perform trades in contradiction with the terms and conditions of the provider and the trading platform; (e) use any software, artificial intelligence, ultra-high speed, algorithm, automated pre-programmed instructions, or mass data entry which might manipulate, abuse, or give you an unfair advantage when using our systems or services; (f) otherwise perform trades in contradiction with how trading is actually performed in the forex market or in any other financial market, or in a way that establishes justified concerns that the provider might suffer financial or other harm as a result of the Client's activities (e.g. overexposure, one-sided bets, account rolling).

5.4.2 As our Client, it is essential that you understand and agree that all our Services are strictly intended for your personal use. This implies that only you, as an individual, are permitted to access your PU Xtrader Challenge and Evaluation accounts and engage in trading activities. Consequently, you should refrain from, and explicitly agree not to: (a) Grant access to your PU Xtrader Challenge and Evaluation accounts or allow any third party to conduct trades on your behalf, irrespective of whether such third party is an individual or a professional entity. (b) Access any third-party PU Xtrader Challenge and Evaluation accounts, execute trades on behalf of others, or offer any account management or similar services that involve trading, operating, or managing the PU Xtrader Challenge and Evaluation accounts on behalf of another user, regardless of whether such actions are performed professionally or otherwise. It is crucial to note that if you act or behave in contravention of the aforementioned stipulations, such actions will be deemed as a Forbidden Trading Practice, as described in Section 5.4 of this GTC, and will be subject to the respective consequences outlined therein.

5.4.3 Furthermore, the Client shall not exploit the Services by performing trades without applying market standard risk management rules for trading on the financial markets, this includes, among others, the following practices (i) opening



substantially larger position sizes compared to Client's other trades, whether on this or any other Client's account, or (ii) opening substantially smaller or larger number of positions compared to Client's other trades, whether on this or any other Client's account. The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

- 5.5 If the Client engages in any of the Forbidden Trading Practices outlined in clause 5.4, (i) the Provider may consider it as a failure to meet the conditions of the particular PU Xtrader Challenge or Evaluation, (ii) the Provider may remove the transactions that violate the prohibition from the Client's trading history and/or not count their results in the profits and/or losses achieved by the simulated trading, (iii) to immediately cancel all Services provided to the Client and subsequently terminate this Agreement, or (iv) lower the offered leverage at its own discretion on products on any or all Client's accounts.
- 5.6 If any or all Forbidden Trading Practices are detected on one or more PU Xtrader Challenge and Evaluation accounts belonging to a single Client, or on accounts belonging to multiple Clients, or by combining trading across PU Xtrader Challenge and Evaluation accounts with PU Trader accounts, the Provider reserves the right to nullify all Services and terminate all relevant contracts associated with any and all Client's PU Xtrader Challenge and Evaluation accounts. Additionally, the Provider may implement other measures as outlined in Clause 5.5. The Provider has full discretion to execute any and all actions specified in Clauses 5.5 and 5.6.
- 5.7 If any PU Trader accounts were used for or were involved in the Forbidden Trading Practices, this may and will constitute a breach of respective terms and conditions for a PU Trader account and may result in cancellation of all such user accounts and termination of respective agreements.
- 5.8 In the event that the Client repeatedly engages in any of the practices outlined in clause 5.4, and the Provider has previously notified the Client about such behaviour, the Provider may restrict the Client's access to all Services or specific parts, including access to the Client Section and Trading Platform, without any form of compensation.
- 5.9 The Provider bears no responsibility for any trading or investment activities conducted by the Client independently, beyond the scope of their association with the Provider. This includes situations where the Client utilises data or other information from the Client Portal, Trading Platform, or any other information connected to the Services for real trading on financial markets, even if the same Trading Platform employed for simulated trading is used.
- 5.10 Developments in financial markets are subject to frequent and abrupt changes. Trading on financial markets may not be profitable and can lead to significant

financial losses. Any previous performances and profits of the Client's simulated trading are not a guarantee or indication of any future performance.

## **6. PU Xtrader Challenge And Evaluation**

6.1 After paying the fee for the selected option of the PU Xtrader Challenge, the Client will receive the relevant login data for the Trading Platform at the e-mail address provided by the Client or in the Client Portal. The PU Xtrader Challenge is activated upon receipt of the email containing login information. If you are a consumer, you acknowledge that upon successful payment for the services, you expressly demand the provider to complete the services.

6.2 In order for the Client to meet the conditions of the PU Xtrader Challenge, the Client must fulfil all of the following parameters at the same time by the end of the PU Xtrader Challenge:

6.2.1 During the PU Xtrader Challenge, the Client is required to open at least one simulated trade on each of at least four different calendar days. To qualify as valid entries, these trades must be closed. (i.e opening 2 trades on Monday, closing one on Tuesday, and one on Wednesday, this action counts as fulfilling one day of the requirement. Similarly, opening one trade on Monday and another on Tuesday, and subsequently closing both on Wednesday, this will be considered as fulfilling two days of the requirement.

6.2.2 The Client must not incur a loss on any simulated trades, opened and closed on any single day, that exceeds the percentages of the initial capital for the respective option:

**PU Xtrader Challenge:** a loss exceeding 5% of the initial capital

**PU Xtrader Challenge Plus:** a loss exceeding 10% of the initial capital

6.2.3 The Client must not incur a total loss on the sum of opened and closed simulated trades that exceeds the percentages of the initial capital for each respective option:

**PU Xtrader Challenge:** total loss exceeding 10% of the initial capital

**PU Xtrader Challenge Plus:** total loss exceeding 20% of the initial capital

6.2.4 The Client must report a profit on a simulated account where **all trades are closed**, with total profits amounting to at least the specified percentages of the initial capital for the respective option:

**PU Xtrader Challenge:** total 10% of the initial capital

**PU Xtrader Challenge Plus:** total 20% of the initial capital

The above parameters are explained in more details [here on the Website](#).

6.3 If the Client fulfils the conditions of the PU Xtrader Challenge as detailed in clause 6.2 and concurrently complies with all provisions within these GTC, particularly the regulations concerning simulated trading as outlined in clause 5.4, the Provider will deem the PU Xtrader Challenge as successful after verifying the trading activity successfully. Subsequently, the Provider will grant the Client complimentary access to the Evaluation process by providing login details through the Client's email. The Provider is not obligated to verify the PU Xtrader Challenge if the Client has not closed all trades.

6.4 The Evaluation is activated upon receipt of the email containing login information for the Evaluation account.

6.5 In order for the Client to meet the conditions of the Evaluation, the Client must fulfil all of the following parameters at the same time by the end of the Evaluation:

6.5.1 During the Evaluation, the Client must open at least one simulated trade on at least four different calendar days;

6.5.2 The Client must not incur a loss on any simulated trades opened and closed on any single day, that exceeds the percentage of the initial capital for the respective option:

**Evaluation:** a loss exceeding 5% of the initial capital

**Evaluation Plus:** a loss exceeding 10% of the initial capital

6.5.3 The Client must not incur a total loss on the sum of opened and closed simulated trades, that exceeds in total the specified percentage of the initial capital for the respective option:

**Evaluation:** total loss exceeding 10% of the initial capital

**Evaluation Plus:** total loss exceeding 20% of the initial capital

6.5.4 At the end of the Evaluation, the Client must report a profit on a simulated account where **all trades are closed**, with total profits amounting to at least the percentage of the initial capital for the respective option:

**Evaluation:** total 5% of the initial capital

**Evaluation Plus:** total 10% of the initial capital

The above parameters are explained in more details [here on the Website](#).

- 6.6 For the Client to meet conditions of the Evaluation, the Client shall comply with the following:
- 6.6.1 Client has met the requirements of the Evaluation as outlined in clause 6.5.
  - 6.6.2 Client has not violated these GTC, in particular, the rules of simulated trading under clause 5.4; and
  - 6.6.3 Client has not exceeded the maximum total amount of the capital allocation of 3,000,000 units of currency held collectively, individually or in combination, per Client or per each trading strategy, within the meaning of applicable PU Trader program agreement, if the Client is already participating in the PU Trader program. If the above conditions are met, the Provider will evaluate the Evaluation as successful and will recommend the Client as a candidate for the PU Trader program after successful verification of trading activity. The Provider is not obligated to verify the PU Xtrader Challenge if the Client has not closed all trades.
- 6.7 If the Client fails to adhere to certain conditions mentioned in clause 6.2 during the PU Xtrader Challenge, the PU Xtrader Challenge will be deemed unsuccessful, and the Client will not be granted access to the subsequent Evaluation. Similarly, if the Client fails to comply with any conditions specified in clause 6.5 during the Evaluation, the Evaluation will be considered unsuccessful, and the Client will not be eligible for recommendation as a candidate for the PU Trader program. In such circumstances, the Client's account and access to Services will be terminated without any refund.
- 6.8 The Provider's recommendation of the Client as a candidate for the PU Trader program does not guarantee the Client's acceptance into the program. The Provider is not responsible for the Client's rejection by the PU Trader program, for any reason or without reason.

## **7. PU Trader Program**

If the Client is successful in both the PU Xtrader Challenge and Evaluation, the Client may be offered by the Provider in its sole discretion to participate in the PU Trader program.

- 7.1 The Client has the right to perform simulated trades on the financial markets through a special Client demo account ("PU Trader Account") on the platform of a broker which shall be made accessible to them subject to the conditions outlined below. When trading with a PU Trader Account, the Client is entitled to remuneration, which PU Prime shall pay the Client based on their trading

results. For purposes of clarity, a “PU Trader Account” is an account for demo trading with simulated capital and simulated trading conditions, including pricing. PU Prime takes efforts to ensure that the simulated conditions are as close to actual markets’ as possible.

- 7.2 The Client acknowledges that the PU Trader Account is a demo version which does not allow to perform real-world trades using Forex Trading on financial markets. It is up to the full discretion of PU Prime which of the Client’s trading activities will be replicated on the real financial market and which will not. The Client agrees that such activities may be performed automatically, without any further consent, consultation, or approval by the Client being necessary, without the entitlement to any reward or yield associated with the use of such data by PU Prime or persons/entities that are members of the same group as PU Prime or are otherwise related to it, and without the Client’s entitlement to information about any specific handling of this information
- 7.3 When trading with the Basic or Plus version of a PU Trader account, the client is subject to the following prudence policies of trading:
  - 7.3.1 The maximum daily aggregated loss (Max Daily Loss) on the Client's Account consisting of the account's current result of opened positions and the result of positions closed on the given day must not at any time in the course of one working day exceed the max value defined for the Client’s account type (Basic or Plus).
  - 7.3.2 The value of the initial capital must not fall below the value (Max Total Loss) defined for the Client’s account type (Basic or Plus) for open and closed positions, including commissions and swaps.
  - 7.3.3 The Max Daily Loss and Max Total Loss; as well as any other limitations and trading requirements specific to each account type can be found on the PU Xtrader website ([www.puxtrader.com](http://www.puxtrader.com)) and are subject to change at PU Prime’s discretion.
  - 7.3.4 No trading positions must be opened on the Client's Account outside the business hours of the traded instrument, except for up to 2-hours rollover break during weekdays.
  - 7.3.5 The Client shall not perform Forex Trading 2 minutes before the announcement of the subject macroeconomic release, until 2 minutes after the announcement of the subject macroeconomic release. These are the items in the table in Appendix A of this agreement.
  - 7.3.6 In the event of a breach of any of the rules referred to in this Clause, all positions on the broker's platform shall be closed immediately and the Client's account will be blocked. In such an event, PU Prime has the right to terminate this Agreement, as well as deduct or remove any or all profits resulting from the breach of rules.

- 7.4 The Client is entitled to remuneration (the “payout”) for Forex Trading which is calculated according to the achieved performance on the Client's Account. The payout is calculated as 80% of the difference between the value of the Client’s ordered account size (“Initial Balance”) and the account balance where this difference is positive.
- 7.5 Payouts take place in bi-weekly cycles stated on the Client Portal.
- 7.6 The FIRST payout of any session can only be requested 7 calendar days after creation of the PU Trader account.
- 7.7 Clients in the PU Trader program are eligible for a refund of their initial Challenge fees. Refunds will be credited with a Client’s first successful payout, and will take into account any discounts or promotions (including 100% discounts) given at the initial payment of fees. To conform with Anti Money-Laundering (AML) practices, initial fees that were paid via credit card will have to be returned via the same credit card. In such a case, the Client will have to choose a different channel in which to receive their payout.
- 7.8 The Client acknowledges that requesting a payout from the Client Portal **will set their PU Trader account to read-only (trading is locked) until their payout is processed**. The Client can only request for a payout after ALL POSITIONS ARE CLOSED on their PU Trader Account.
- 7.9 Should the Client not request for a payout during the current cycle, their profits will be rolled over to the next cycle, where they can trade with simulated capital equal to their Initial Balance, plus the profits of the current cycle.
- 7.10 All payouts are calculated with respect to a Client’s Initial Balance. If a Client’s current balance is lower than their Initial Balance, they will have to profit from trades until their current balance exceeds their Initial Balance in order to qualify for a payout.
- 7.11 Payouts shall be paid to the Client via the Client Portal, wherein a Client is required to access their dashboard and select the “Payout” option on an **active PU Trader account**. Payout methods include via credit card, cryptocurrencies, or e-wallet, the full list of which can be found on the Client Portal.
- 7.12 PU Prime will process payouts upon receipt of an instruction or request for payout made via the Client Portal. Not all payouts made will be reflected in your account immediately. Client accounts must be fully verified by PU Prime and all necessary Know Your Client (“KYC”) documents must be received and approved by PU Prime in order to be able to request for a payout. No request will be processed for account without full KYC verification
- 7.13 PU Prime reserves the right to request additional information and/or documentation to satisfy the fact that a payout request is legitimate. PU Prime may reject or reverse any request for any non-compliance under such circumstances. PU Prime is not liable for any delay during the course of

requesting additional information or documentation due to legal and/or regulatory obligations.

- 7.14 Payouts are generally processed within 24 hours. Depending on the method chosen, it can take between 1-7 business days for you to receive your funds. The Provider cannot be held liable for any processing delays that are caused by payment systems.
- 7.15 While carrying out this Agreement, the Client must adhere to relevant legal regulations and procure and sustain the validity of all permits, licenses, consents, approvals, or other authorizations issued by competent authorities that are applicable to the Client's activities under this Agreement. The Client is also required to fulfill all notification, tax, fee, or other responsibilities associated with the execution of this Agreement, particularly concerning payouts. The Client is granted authorization to access and utilize the Services strictly in accordance with applicable legal regulations and is explicitly prohibited from bypassing any technical measures that might restrict the availability of the Services in specific countries. PU Prime shall not be held responsible for any failure on the part of the Client to meet its obligations.

## **8. Use Of The Website, Services And Other Content**

- 8.1 The Website and all Services, including the Client Portal, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the "Content"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-transferable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.
- 8.2 All trademarks, logos, trade names, and other designations are the property of the Provider, Provider's licensors, or authorised partners, and the Provider does not grant you any authorization to use them.
- 8.3 Both the Client and the Provider commit to conducting themselves in accordance with principles of fair dealing during the execution of the contract and in all mutual negotiations. This includes refraining from any actions that may harm the other party's good reputation or legitimate interests. In the event of any potential disagreements or disputes between the Client and the Provider, they agree to resolve such matters in accordance with these GTC and the applicable



law.

- 8.4 Apart from the rights explicitly stated in these General Terms and Conditions (GTC), the Provider does not confer any additional rights to you concerning the Services and other Content. Your usage of the Services and other Content is strictly limited to the provisions outlined in these GTC.
- 8.5 When accessing the Services and other Content, the following is prohibited:
- 8.5.1 To use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;
  - 8.5.2 To circumvent geographical restrictions of availability or any other technical restrictions;
  - 8.5.3 To make copies or back-ups of the Website and other Content;
  - 8.5.4 To reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;
  - 8.5.5 To sell, rent, lend, licence, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;
  - 8.5.6 To use automated means to view, display or collect information available through the Website or Services; and
  - 8.5.7 To use any other tools or means the use of which could cause any damage to the Provider.
- 8.6 The provisions of clause 8 are not intended to deprive the Client of the Client's consumer rights which cannot be excluded by law.

## **9. Disclaimer**

- 9.1 You acknowledge that the Services and other content are provided "as is" with all their errors, defects, and shortcomings, and that your use of them is solely at your own responsibility and risk. To the fullest extent permissible under mandatory laws, the provider disclaims any statutory, contractual, express, and implied warranties of any kind, including but not limited to any warranty of quality, merchantability, fitness for a particular purpose, or non-infringement of any rights.
- 9.2 You acknowledge and understand that the Services provided through this platform are solely executed within a simulated trading environment, where virtual funds are used for simulated trading activities. This means that all transactions and trading activities conducted on this platform are simulated and do not involve real capital. You are operating in a risk-free, practice mode that does not involve actual financial investments or gains. Upon successful completion of the PU Xtrader Challenge and Evaluation as detailed in Section 6 of the GTC, you may become eligible for participation in the PU Trader Program. This eligibility signifies that you have met the criteria set forth in the challenge

and have demonstrated the necessary skills, knowledge, and discipline in a simulated trading environment.

- 9.3 To the extent permitted by the mandatory provisions of the applicable laws, the Provider shall not be held responsible for any harm, including any indirect, incidental, special, punitive, or consequential damages, such as lost profits, loss of data, personal or other non-monetary harm, or property damage resulting from the 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 Provider is also not responsible for any products, services, applications, or other third-party content that the Client uses in connection with the services. In the event that the Provider's liability is determined in connection with the operation of the Website or provision of the services by a court of justice or any other competent authority, such liability shall be limited to the amount corresponding to the fee paid by the Client for the services in connection with which the Client has incurred the loss.
- 9.4 The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.
- 9.5 The Provider shall not be held responsible for its inability to provide the purchased Services if such failure is due to serious technical or operational reasons beyond the Provider's control, including but not limited to, any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people, or other force majeure events. Additionally, the Provider shall not be liable if it is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.
- 9.6 The provisions of Clause 9 are not intended to deprive the Client of the Client's consumer or other rights that cannot be excluded by law.

## **10. Violation Of The GTC**

- 10.1 If the Client violates any provision of these GTC in a manner that may cause any harm to the Provider, in particular, if the Client accesses the services in conflict with clause 1.3 or 1.4, if the Client provides incomplete, untrue or non-updated information in conflict with clause 2.3, if the Client acts in a manner that may damage the Provider's good reputation, if the Client violates the simulated trading rules pursuant to clause 5.4, if the Client acts in conflict with clause 8.3, and/or if the Client performs any of the activities referred to in clause 8.5, the provider may prevent the Client from ordering any other services and completely or partially restrict the Client's access to all or only some services, including access to the client portal and trading platform, without any prior notice and without any compensation.

**11. Communication**

- 11.1 You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will take place through the Client Portal or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Client Portal is also considered to be written communication.
- 11.2 Our contact e-mail address is info@puxtrader.com and our contact address is Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

**12. Right To Withdraw From A Contract**

- 12.1 The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Client specified in Clause 10. No refunds will be given in this case.

**13. Changes To The GTC**

- 13.1 The Provider reserves the right to change these GTC at any time with immediate effect for new Clients and new orders of the Services placed by existing Clients. The Provider will notify existing Clients of the change to the GTC via the Client Portal or by e-mail. The PU Xtrader Challenge and the subsequent Evaluation are provided throughout the period of their duration pursuant to the version of the GTC which was valid and effective at the time at which the relevant PU Xtrader Challenge was ordered.

**14. Choice Of Law And Jurisdiction**

- 14.1 Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of Saint Lucia. Any dispute arising in connection with these GTC and/or related agreements shall be within the jurisdiction of the Saint Lucia court having local jurisdiction according to the registered office of the Provider.

**15. Choice Of Law And Jurisdiction**

- 15.1 Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of Saint Lucia. Any dispute arising in connection with these GTC and/or related agreements shall be within the jurisdiction of the Saint Lucia court having local jurisdiction according to the registered office of the Provider.
- 15.2 The rights and remedies provided to PU Prime under this agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.3 This agreement shall be governed by and construed in accordance with the laws

of Saint Lucia. With respect to any proceedings, the affiliate irrevocably:

- i. agrees that the courts of Saint Lucia shall have exclusive jurisdiction to determine any proceedings;
- ii. waives any objection which the affiliate may have at any time to bring any proceedings in any such court;
- iii. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the affiliate.

15.4 The heading and titles contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

15.5 Where this agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

## **16. Final Provisions**

16.1 The Provider has not adopted any consumer codes of conduct.

16.2 These GTC constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written.

16.3 Nothing in these GTC is intended to limit any legal claims set out elsewhere in these GTC or arising from the applicable law. If the Provider or any third party authorised thereto does not enforce the compliance with these GTC, this can in no way be construed as a waiver of any right or claim.

16.4 The Provider has the right to assign any claim arising from these General Terms and Conditions (GTC) or any agreement to a third party without seeking your consent. As the assignor, the Provider is entitled to transfer its rights and obligations under these GTC or any agreement, in whole or in part, to a third party. However, the Client is not authorised to transfer or assign the Client's rights and obligations under these GTC or any agreements, or any receivables arising from them, either wholly or partially, to any third party.

16.5 If any provision of the GTC 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 GTC, 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.

16.6 The schedules to the GTC form integral parts of the GTC. In the event of a conflict between the wording of the main text of the GTC and any schedule thereof, the

main text of the GTC shall prevail.

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

## **17. Final Provisions**

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

17.1.1 "Client Portal" means the user interface located on the Website;

17.1.2 "Content" means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services (as set out in clause 8.1);

17.1.3 "Client" means the user of the Services (as set out in clause 1.1);

17.1.4 "PU Xtrader Challenge and Evaluation account" means trading accounts related to trading education courses provided as part of the Services by the Provider;

17.1.5 "PU Trader account" means a trading account, which relates to the PU Xtrader PU Trader program.

17.1.6 "Forbidden Trading Practices" refers to practices or actions strictly prohibited while using our Services and are more detailed in Section 5.4 of these GTC;

17.1.7 "GTC" means these General Terms and Conditions of PU Xtrader;

17.1.8 "Provider" means the provider of certain Services (as set out in clause 1.1);  
"Schedules" means Schedule 1 and any other Schedules as applicable, which are part of these GTC;

17.2 "Services" means the Provider's services as set out in clauses 1.1 and 1.5;

17.2.1 "Trading Platform" means an electronic interface provided by a third party in which the Client performs the simulated trading; and

17.2.2 "Website" means the website [www.puxtrader.com](http://www.puxtrader.com).

- 17.3 For the purposes of the GTC and their schedules, the following expressions and abbreviations shall have the following meanings:

17.3.1 "calendar day" means the period from midnight to midnight of the time currently valid on the PU Xtrader platform.

17.3.2 "initial capital" means a fictitious amount that the Client has chosen when selecting the option of the PU Xtrader Challenge and which the Client will use to perform simulated trading;

17.3.3 "USD" means the United States dollar;

17.3.4 "EUR" means the euro;

17.3.5 "GBP" means the British pound;

17.3.6 "CAD" means the Canadian dollar;

**SCHEDULE 1**

Options of PU Xtrader Challenge and Evaluation, exclusively for countries including Belize, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Haiti, Dominican Republic, Venezuela, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, India, and South Africa:

- PU Xtrader Challenge or Evaluation with an initial capital of USD 1,000 or CAD 1,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 1,000 or CAD 1,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 2,000, EUR 2,000, GBP 2,000, or CAD 2,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 2,000, EUR 2,000, GBP 2,000, or CAD 2,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 5,000, EUR 5,000, GBP 5,000, or CAD 5,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 5,000, EUR 5,000, GBP 5,000, or CAD 5,000

Options of PU Xtrader Challenge and Evaluation that are available for all countries:

- PU Xtrader Challenge or Evaluation with an initial capital of USD 10,000, EUR 10,000, GBP 10,000, or CAD 10,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 10,000, EUR 10,000, GBP 10,000, or CAD 10,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 25,000, EUR 25,000, GBP 25,000, or CAD 25,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 25,000, EUR 25,000, GBP 25,000, or CAD 25,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 50,000, EUR 50,000, GBP 50,000, or CAD 50,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 50,000, EUR 50,000, GBP 50,000, or CAD 50,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 100,000, EUR 100,000, GBP 100,000, or CAD 100,000
- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 100,000, EUR 100,000, GBP 100,000, or CAD 100,000
- PU Xtrader Challenge or Evaluation with an initial capital of USD 200,000, EUR

200,000, GBP 200,000, or CAD 200,000

- PU Xtrader Challenge or Evaluation **Plus** with an initial capital of USD 200,000, EUR 200,000, GBP 200,000, or CAD 200,000

Options of PU Xtrader Challenge and Evaluation, exclusively for countries including EU and Canada:

- PU Xtrader Challenge or Evaluation with an initial capital of USD 400,000, EUR 400,000, GBP 400,000, or CAD 400,000