

TERMS & CONDITIONS

GENERAL PROVISIONS

Tech4JC Pte Ltd (“**Simple2Trade**”) has proprietary rights to the “Simple2Trade” trade name and its online websites including the “TopTraders” platform on the TopTraders website at www.toptraders.io (“**Website**”) and the sub domains or broker’s domain and sub domains that points to TopTraders.

The TopTraders platform conducts multiple contests. Each contest is carried out according to the following rules:

- Registration might start before the contest start date and time
- Each contest has a start and end date and time
- The participant will be allowed to practice on the platform after registering for the contest and till the time the contest starts
- Simple2Trade (or the contest organizer or host) will reset all practice data once the contest starts
- The practice data will not be made available to the contestants once the contest starts and the practice performance will not affect actual contest performance or winner declaration
- Each contest may have multiple prizes and winning criterion
- The winner categories may be defined by date & time ranges, e.g. Weekly, Monthly, etc.
- The winner categories may also be defined by age group
- There will be an overall winner at the end of each contest
- Prize can be deposited in your eWallet account, trading account (with any of our partner broker), account payee cheque etc.
- You need to submit KYC and related documents to claim the prize
- Simple2Trade will not be held liable in case of delay or failure caused by the winner to submit required documents to claim the prize
- The winner will be disqualified in case he/ she is found to have participated with multiple accounts
- The participant also agrees with the following Terms and Conditions
- Simple2Trade (or the contest organizer or host) holds right to cancel any contest in case of insufficient participants
- Participants to refer and agree to the Contest specific Terms and Conditions (if any), Disclaimers (if any) and Privacy Policy (if any), which are made available while participating to any contest

The TopTraders contests are organized by Simple2Trade. Participants of the TopTraders contests must each complete the registration procedure. Each TopTraders contest is separate from other TopTraders contests.

For the contests with Virtual Funds, all trading operations are performed with virtual money on the special TopTraders demo contest accounts that are opened separately for each contest, where each participant participates in.

For the contests with Real Funds (Real Money), all trading operations are performed with real money on the Live Trading accounts, which are linked by the participant for each contest (where participated).

For the contests with Live Funds (Real Money), all trading activities should be performed using respective trading client or interface provided by the Trading Platform Provider or Broker. In this case TopTraders will not be used for Trade Execution that includes Balance Transfer, Leverage Settings, Open Order or Trade, Close Order or Trade, Modify Order or Trade, Set Stop Loss or Take Profit, Execution of Set Stop Loss or Take Profit etc.

Participation in the TopTraders trading contest is completely free of charge.

The TopTraders platform provides online chat support for participants, but participants acknowledge that the response time may not be immediate and reasonable time should be given for response, while participants agree that Simple2Trade is not to be held liable for any result or consequence of a response that a participant may be considered late.

The participant who has once been a winner for one prize category for a particular contest, will not be eligible for the same prize category for that same contest again (e.g. despite excellent performance in a given contest, the weekly winner of a given week cannot be the winner for the following week).

Everyone is welcome to participate, except for employees or staff of Simple2Trade and their respective family, relatives or dependents.

Participants each agree that by entering the TopTraders contest, they express their free, prior and informed consent for Simple2Trade to process any personal data which they provide while registering and/or participating in the competition. The data is collected and processed only to the extent necessary to administer and run the TopTraders contest.

Simple2Trade shall disclose any data about participants only to the extent stipulated in these terms and conditions. Each participant has the right to withdraw their consent for processing of personal data at any time. However, such a withdrawal may, at the discretion of Simple2Trade, result in the disruption, suspension or termination of the participant's account – and any affected participant acknowledges and agrees that Simple2Trade is not to be held liable for any such result.

Each participant agrees that his chosen username ("**nickname**"), country of residence, and account's equity data may be published in any rating table at www.toptraders.io, it's subdomains or broker's domain and sub domains that points to TopTraders, the URL through which the contest is accessed; and in all site versions. Each prizewinner agrees that his username and transaction history may be displayed in a detailed statement linked to his respective contest.

Before being eligible to claim any prize money, the participant shall comply with the prize claim criterion which includes but is not limited to: Opening a trading account with a Simple2Trade listed partner broker where the prize money will be deposited (only when the prize type is **Trading Credit**), and meeting the KYC requirements of the said broker and Simple2Trade. The participant needs to attend an interview with Simple2Trade or the relevant Simple2Trade listed partner broker or both. The participant permits Simple2Trade to use both the statements from the interview (as an actual interview as well as in altered versions that still preserve the essence of the statements) and the photo for marketing and PR purposes, including announcement of the winner and publication of a profile of the winner on the contest website www.toptraders.io, it's subdomains or broker's domain and sub domains that points to TopTraders, the URL through which the contest is accessed, Simple2Trade website www.simple2trade.com, local versions of the website and through social media channels. The interview shall be given in writing. After completing the interview form online, the participant shall be eligible to receive his/her prize.

Each participant agrees that the organizer of the contest may send the participant messages including, but not limited to, notifications, special offers, promotions, commercial advertisements and marketing

materials, in connection with the competition and/or the services of the organizer. Such consent is voluntary and can be withdrawn at any time.

REGISTRATION IN THE TOPTRADERS CONTEST

Each participant who has registered a TopTraders contest account agrees with the "Terms and Conditions of the TopTraders competition for accounts" and also with the "Terms and Conditions" of Simple2Trade.

Each participant consents to provide correct personal data in the registration process.

Where a participant has wrongly indicated the participant's country of residence, the right to claim any prize is lost and the participant is disqualified from the respective contest.

A contest account is a demo account that is provided with different margin rates and a virtual deposit varying from contest to contest. In case the contest is running on MetaTrader4 (MT4), the demo account is created on MetaTrader4 platform. The contest account is created when the Participant participates in a contest. Account Access data for use in MetaTrader4 (i.e. login and password) are sent by e-mail to each participant at the end of the registration process. The Account Access data for use in MetaTrader4 (i.e. login and password) is also available in the post login TopTraders website against the contest in which the user has participated.

TERMS FOR TRADING IN TOPTRADERS DEMO CONTEST ACCOUNTS

For the contests running on MetaTrader4, participants may only conduct their trading by using the MetaTrader4 client terminals. Participants may not use the TopTraders trading interface.

In order to begin trading, participants are required to access the "MetaTrader4" (for the contests running on MetaTrader4) or TopTraders trading interface (for the contests running on TopTraders demo trading platform), enter their access data (e.g. Login, Password, and server name, as and if required for MetaTrader4 contests) into the corresponding fields.

Automated trading (e.g. Expert Advisor, web scrapping automation script etc.) is prohibited.

In the event that the contest account has open positions at the moment of the scheduled closing of the round, such positions will be closed at prevailing market prices. Long positions will be closed at the Bid price, while short positions will be closed at the Ask price.

Simple2Trade has the discretion, but not the obligation, to disqualify the participant during any contest or after its closing, if, during the contest:

- (a) Simple2Trade has established that more than one account participating in one contest was managed from a single IP-address, where then all involved participants are subject for disqualification as above described;
- (b) The participant trades using anonymous HTTP/socks proxy-servers;
- (c) Any other significant violation of the TopTraders contest terms and conditions has occurred.

Any disqualified participant will lose the right to claim prizes in all contests.

ESTABLISHING WINNERS AND PRIZE DISTRIBUTION FOR EACH CONTEST AND WINNER CATEGORY

The establishing of the winners of each round occurs as follows:

After the date and time has ended to declare the winner for a particular prize category, Simple2Trade forms the winners list within 48 working Hours

After the contest has ended, Simple2Trade forms the overall winners list within 48 working Hours

Only participants who satisfy the following conditions may claim prizes:

- a) A participant's account NAV at the end of the round must exceed the value of their initial balance.
- b) The participant has not been disqualified
- c) The participant has traded more than 10 lots in the respective round.

The larger the participant's NAV is, the higher the ranking. In case two or more participants have equal NAV, the higher position is granted to the participant who has a larger cumulative amount of completed deals for that prize category or contest. Multiple winners' provisions may be mentioned for prize category or contest.

If there are no participants who correspond to the above-stated conditions, then it will be taken that there are no winners in that contest.

AWARDING WINNERS AFTER EACH CONTEST

A prize may be distributed to the prize-winning participant ("**winner**") in the form of money (account payee cheque), as a deposit in a live trading account (of a listed partner broker of Simple2Trade) opened in the winner's name as per the contest registration details, or any other forms mentioned in the contest banner or FAQ.

The whole amount of a prize that is paid to a winner's live trading account (in case the prize is trading credit), and all the subsequent profits, are the property of Simple2Trade (or the listed broker or the contest organizer) before the minimum trading volume is completed.

A minimum trading volume of 1 round turn lot of Forex has to be completed for each amount of USD 10/- of the initial account balance. Due to substantial difference in marginal requirements, 1 round turn of Gold and Silver will account for 0.2 lots and 0.1 lots of the trading volume respectively. A withdrawal from the prize account is only possible after the full trading volume and all trading activity for the contest has been completed. A trading volume is calculated on the basis of in the foregoing in this paragraph, and only takes into account the positions that comply with these 3 rules: a) remained open for more than 15 minutes b) were closed with Profit or Loss of larger than 3 pips, c) the trade was not hedged.

A trade is considered hedged when it conforms with ALL of the points below:

- (a) The reversal position was opened within 15 minutes after the opening of the initial position.
- (b) The volume variance between the initial and reversal position does not exceed 20%.
- (c) The reversal position is closed within 15 minutes before or after the closing of the initial position.
- (d) Prize winners consent to participate in Simple2Trade's Public Relations enterprises, such as interviews, photo-reports and the public notification through mass-media about the results of the competition.

If a participant is awarded a prize in any round of the TopTraders Contest:

The winner must submit photocopies of the winner's passport or identity card within 5 days from the end of the contest round, to contact@Simple2Trade.com. Simple2Trade (or the listed broker or the contest organizer) reserves the right to request additional documents or procedures in order to verify the winner's identity.

A fund transfer from the live prize account to the winner's bank account will only occur if the bank account is opened in the winner's name as per the contest registration details. Simple2Trade (or the listed broker or the contest organizer) reserves the right to request additional documents or procedures in order to verify the winner's identity.

DISAGREEMENTS AND COMPLAINTS

Complaints will only be accepted for resolution if sent via e-mail to contact@simple2trade.com

Complaints concerning the failure to conduct a trading operation in a contest account because of participant's device incompatibility, low internet connection quality (either on the side of the participant or on the side of Simple2Trade hosting provider) are not accepted.

Complaints concerning quoting in the MetaTrader4 are not accepted, except for cases of appreciable errors.

Simple2Trade has full and absolute discretion as to the outcome of any disputes, and Simple2Trade's decision is final. While deciding, Simple2Trade takes into consideration the "Terms and Conditions" hereof, other agreements, and common market practices. The decision made by Simple2Trade regarding the competition is binding on the persons concerned.

MISCELLANEOUS

Simple2Trade retains the right to close or cancel the competition at any time because of unexpected or unusual circumstances.

Winners are responsible for any and all of their own tax obligations on their prize winnings in their applicable country or jurisdiction, and Simple2Trade will not be responsible nor liable for these.

If for any reason the competition is terminated due to unforeseen circumstances before the official end date, the ranking of participants at the moment of termination of the competition will not be considered as the basis for establishing winners.

In exceptional cases, where an appreciable error has occurred, the criteria for determining the winners of each contest can be changed by Simple2Trade.

Simple2Trade is not responsible for any incorrect or inaccurate information, or failure or delay in providing information associated with the Contest. Simple2Trade is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Contest entries and participation.

Simple2Trade is not responsible for any problems or technical malfunction of any telephone network or lines, computer online-systems, servers or providers, computer equipment, software, failure of email or players due to technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Participant's or to any other person's computer related to or resulting from downloading materials in any application.

Simple2Trade is not responsible for any cheating or fraud by any participant.

If, for any reason, the Contest is not capable of being executed as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Simple2Trade reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the competition without notice. The decisions of Simple2Trade in regard to any and all matters relating to the Contest, including without limitation, satisfaction of eligibility and participation requirements and the selection of winners, shall be final and bind Participant and all parties that may derive rights from Participant's participation therein.

Price Quotations, Market Information, Research and Internet Links: Price quotations, market information, news, research and other information accessible through the SIMPLE2TRADE website or other SIMPLE2TRADE services or facilities ("Information") may be prepared by SIMPLE2TRADE or third-party information providers ("**Providers**"). Neither SIMPLE2TRADE nor the Providers guarantee the accuracy, timeliness, or completeness of the Information. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT PARTICIPANT'S OWN RISK. IN NO EVENT WILL SIMPLE2TRADE OR THE PROVIDERS BE LIABLE BY REASON OF USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT. The Information is the property of SIMPLE2TRADE, the Providers or their licensors and is protected by applicable copyright law. Participant agrees not to reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of SIMPLE2TRADE or the Providers. SIMPLE2TRADE reserves the right to terminate access to the Information. Links to outside websites are provided for the convenience of Participants and SIMPLE2TRADE does not guarantee or warrant the accuracy, timeliness or completeness of any information provided on such websites.

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LIMITATION OF RESPONSIBILITY: PARTICIPANT ACCEPTS THE SIMPLE2TRADE SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL SIMPLE2TRADE BE RESPONSIBLE FOR ANY DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE SIMPLE2TRADE SYSTEM, REGARDLESS OF CAUSE, INCLUDING,

BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION OR INTERRUPTIONS IN THE USE OF THE SIMPLE2TRADE SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY SIMPLE2TRADE FOR PURPOSES OF SERVICING THE SIMPLE2TRADE SYSTEM.

Simple2Trade retains the right to change the competition rules if unforeseen circumstances should arise or if an obvious error has been found.

The final results of completed contest rounds cannot be revised.