

GENERAL TERMS AND CONDITIONS FOR THE EXCHANGE GAMES AND SERVICES THE TRADING PIT CHALLENGE GMBH

These Terms and Conditions of The Trading Pit Challenge GmbH (the "Terms", "Terms") govern your rights and obligations in connection with the use of the stock exchange games and services offered by The Trading Pit Challenge GmbH ("Stock Exchange Games", "Challenges" or "Services"), primarily through the website www.thetradingpit.com (the "Website"). You are requested to read these Terms very carefully. You are not obligated to use the Services or participate in the Stock Market Games if you do not agree with or understand any part of these Terms. You should also only use the Services if you understand and agree to these Terms. By using our Services or participating in the Exchange Games offered, you confirm that you accept these Terms and agree to abide by them.

The provider reserves the right to change the conditions at any time and at its sole discretion. Changes to these terms and conditions will be communicated in writing, preferably by e-mail. If you do not agree with the changes, you have the right to object to them. If you do not object to the changes within 2 weeks after receiving the notification, the changes will be deemed accepted by you. In the event of an amendment to these GTC, the customer will be informed separately of the right to object and the legal consequences of silence.

Deviating or conflicting terms and conditions shall not become part of these terms and conditions unless we have expressly agreed to them.

1. GENERAL PROVISIONS

- 1.1 These T&Cs govern your ("you", "your" or the "Client") rights and obligations in connection with the use of the stock exchange games or services offered by The Trading Pit Challenge GmbH, trading as The Trading Pit ("TTP", "TTP Challenge GmbH", "we", "our" or the "Provider"), a company registered in the Commercial Register of the Office of Justice of the Principality of Liechtenstein under registration number FL-0002.693.417-1, with its registered office at Landstrasse 63, 9490 Vaduz, Liechtenstein.
- 1.2 By registering on The Trading Pit through our website, at the latest by using the Services for the first time, you enter into a contract with the Provider, the subject of which is the provision of the Services you have chosen. The GTC are an integral part of such contract and by entering into the contract with the Provider you agree to these GTC.
- 1.3 The Provider offers its Services only to persons who are of legal age. Therefore, the Services are intended only for persons over the age of 18 who reside in a country where the Services are available. By registering on our website, you confirm that you are over 18 years of age. If you are under

18, 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 agree to access and use the Services only in accordance with applicable laws.

1.4 The services consist of the provision of instruments for simulated foreign exchange trading (stock exchange games) on all available financial markets, the provision of analytical instruments, training and educational materials and other additional services, in particular via the Customer Portal or by providing access to applications provided by the Provider or by third parties. The services provided by third parties include, in particular, various webinars.

Financial market information is used for simulated trading within the scope of the offered stock exchange games; however, you acknowledge that any trading you perform through the Services within the scope of the offered stock exchange games is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to dispose of such fictitious funds beyond the scope of their use within the Services and, in particular, that they may not be used for any actual trading and that you have no right to receive any payout of such funds. Unless expressly agreed otherwise, you will not receive any compensation or profits based on the results of your simulated trading, nor will you be required to bear any losses.

1.5 None of the services provided by the Provider to you can be considered as investment services within the meaning of the applicable laws. The Provider does not provide you with, and the Provider does not accept from the User, any instructions, directions or information about how or in what manner you should effect transactions when using the Services or in the Exchange Games, or any other similar information about the investment instruments traded by the User. None of the Services constitutes investment advice or recommendations. The staff, employees or representatives of The Trading Pit Challenge GmbH are not authorized to provide investment advice or recommendations. This also applies to any third party providers, unless they are authorized to do so. No liability is assumed for the actions of the user or any third parties to whom the user grants access in violation of the law.

1.6 The processing of the user's personal data is carried out in accordance with the separate data protection notice of the operator of the website, The Trading Pit AG and its group companies, The Trading Pit Challenge GmbH and The Trading Pit Champions GmbH.

1.7 The meaning of the definitions, expressions and abbreviations used in these GTC can be found in clause 15 below.

2. SERVICES OFFERED

2.1 You can order the services offered by The Trading Pit Challenge GmbH via the Website or register there for the Stock Market Games by filling in the

relevant registration or order form. After registration, we will send you the login data for the customer portal and/or the trading platform by e-mail and enable you to access them.

- 2.2 The presentation of our services on the website does not constitute a binding offer on our part. Only when you order a service, there is a binding offer on your part. If this offer is accepted by us, we will send you an order confirmation by e-mail. Only with acceptance by us, the corresponding contract is concluded.
- 2.3 Services include, but are not limited to, THE TADING PIT Challenge Step 1 and Step 2; these products may differ in the scope of services provided (e.g., by the analysis tools available to Customer).
- 2.4 All data that you provide to us via the registration or order form, the customer portal or otherwise must be complete, truthful and up-to-date. You must notify us immediately of any changes to your data by email to support@thetradingpit.com. The customer is responsible for ensuring that all data provided is accurate and up to date; the provider is not obliged to check the data on an ongoing basis.
- 2.5 You acknowledge that if you provide or indicate a trade number, tax ID number or similar information in the registration or order form or in the Customer Portal, you shall be deemed to be an entrepreneur (trader) for the purposes of these TOS and when using the Services, and the provisions of these TOS or applicable law granting rights to consumers shall not apply to you.
- 2.6 The fee for The Trading Pit - Challenge varies depending on the challenge and the asset selected. More detailed information about each option and its fees can be found on our website at the respective challenge, [here](#). The Provider reserves the right to provide the Services also on individually agreed terms. All individually agreed terms are determined by the Provider at its sole discretion. Individual discounts and other benefits are not cumulative unless otherwise expressly agreed by the Provider.
- 2.7 The fee is paid for access to The Trading Pit - Challenge Level 1 and Level 2 or to the services provided as part of The Trading Pit - Challenge Level 1 and Level 2. The Customer is not entitled to a refund of the fee, e.g. if the Customer terminates or discontinues the use of the Services prematurely (e.g. does not complete The Trading Pit - Challenge Level 1 or Level 2), does not comply with the terms and conditions of The Trading Pit - Level 1 or Level 2 or violates these T&Cs.
- 2.8 If the Customer raises unjustified objections in relation to the Fee paid or reclaims the Fee paid from the Customer's bank or payment service provider (e.g. through chargeback, dispute resolution services or other similar services), on the basis of which cancellation or refund of the Fee or any part thereof is requested, the Provider shall be entitled, at its sole

discretion, to cease providing any Services to the Customer and also to refuse to provide any Services in the future.

- 2.9 The Provider reserves the right to unilaterally change the fees and content of the Services and Challenges at any time, including the requirements for their successful implementation, or to discontinue them. The change does not affect the services and challenges that were ordered or booked before the notification of the change.
- 2.10 The data entered in the registration form can be checked, corrected and changed until the binding registration or order. The booking of the services requested by you is made by sending the registration form. The provider will immediately confirm receipt of your booking to your e-mail address. In the case of The Trading Pit - Challenge Level 1, the contract is concluded upon payment of the fee for the selected option (more on this in section 3.4), which has as its object access to The Trading Pit Challenge Level 1 and, if this is successfully completed, access to the Level 2 Challenge. We archive the contract in electronic form and provide information in accordance with the GDPR.
- 2.11 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 use of the Trading Platform), at your own risk and expense. The Website is accessible through the most common web browsers. Internet access, purchase of the Equipment and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant that the Services are compatible with any particular device or software program.
- 2.12 You acknowledge that trading platform operators are individuals or entities different from the Provider and that their own terms and conditions and privacy policies apply when you use their services and products. Before submitting the registration form, you are required to read these terms and conditions and privacy policies. This also applies to any third-party providers whose service - e.g. webinars - you book.
- 2.13 If Customer places an unusually large number of orders for the Services within an unreasonably short period of time, Provider may notify Customer through the Customer Portal or by email or telephone as a protective measure to curb potentially harmful or gambling behavior by Customer or a third party. If such inappropriate behavior continues after such notification, we reserve the right to suspend all further orders of the Services by Customer. If we determine that the unusual behavior under this clause is related to the Customer's involvement in prohibited trade practices, we may take the actions set forth in clause 5 of these TOS.

3. TERMS OF PAYMENT

- 3.1 The fees are calculated in CHF. The fee can also be paid in other currencies listed on the website and a corresponding amount will be charged in a

currency other than CHF. In case of payment of the Fee in a currency other than CHF, the Fee amount for the selected option will be converted using the current exchange rate of our payment provider. The Customer acknowledges that in case of payment in a currency other than the currency selected by the Customer on the Website, the amount will be converted according to the exchange rate applicable at the time of payment.

- 3.2 The service fees are inclusive of all taxes. If the customer is an entrepreneur (trader), he is obliged to fulfill his tax obligations in connection with the use of our services in accordance with applicable law and, in the event of an obligation, to duly pay taxes or other duties.
- 3.3 You can pay the fee for the selected option using one of the available payment options that we currently offer and that are listed on our website.
- 3.4 In case of payment by a payment card or other express payment method, the payment shall be made immediately. The Customer shall bear all fees charged to the Customer by the selected payment service provider (according to the valid price list of the payment service provider) in connection with the transaction, and the Customer is obliged to ensure that the respective fee for the selected option is paid in full.

4. CUSTOMER PORTAL

- 4.1 Only one customer portal is allowed per customer and all services of the customer must be maintained in the customer portal.
- 4.2 Access to the customer portal and the trading platform is protected by login data. All logins are individualized and may only be used by the authorized user. The user is obliged to keep login and password secret and to protect them from unauthorized access by third parties. If there is a suspicion of misuse by third parties, the user will inform the provider immediately. The provider reserves the right to change the login and password of a user; in such a case, the provider will inform the customer immediately.
- 4.3 If the Customer has registered as a legal entity, it may allow the Customer's employees or other authorized employees and representatives to use the Services through the Customer's Customer Portal.
- 4.4 The Customer is responsible for all activities carried out through the Customer Portal or the Customer Trading Platform. The Provider shall not be responsible and the Customer shall not be entitled to any compensation for any misuse of the Customer Portal, the Trading Platform or any part of the Services, nor shall the Provider be responsible for any negative consequences resulting therefrom for the Customer if such misuse occurs for reasons that are on the Customer's side.

- 4.5 The Customer acknowledges that the Services may not be available around the clock, in particular with regard to maintenance, upgrades or for other reasons. In particular, the Provider shall not be responsible for and the Customer shall not be entitled to any compensation for the unavailability of the Customer Portal or the Trading Platform and for any damage to or loss of data or other content that you upload, transfer or store via the Customer Portal or the Trading Platform.
- 4.6 The Customer may request the deletion of the Customer Portal at any time by sending an e-mail to support@thetradingpit.com. Sending a request for deletion of the Customer Portal shall be considered as a request for termination of the Contract by the Customer, in which case the Customer shall no longer be entitled to use the Services, including the Customer Portal and the Trading Platform. The Provider shall immediately confirm the receipt of the request to the Customer by e-mail, which shall terminate the contractual relationship between the Customer and the Provider. In such a case, the Customer shall not be entitled to a refund of any fees already paid or any other costs incurred.

5. RULES FOR DEMO TRADE

- 5.1 During demo trading on the Trading Platform, you may execute all Transactions unless they involve prohibited trading strategies or practices as defined in Clause 5.4 below. You also agree to comply with the standard market rules and practices for trading on the financial markets (e.g. risk management rules). Restrictions may also be imposed by the trading conditions of the trading platform you have selected for trading.
- 5.2 You acknowledge that the Provider has access to information about the Demo Trades that you execute on the Trading Platform. You consent to the Provider disclosing this information to persons/entities that have a group relationship with the Provider or are otherwise affiliated with the Provider, and you consent and authorize the Provider and such persons/entities to handle this information as they see fit in accordance with the GDPR. You agree that these activities may be carried out automatically without requiring any further consent or authorization from you and that you are not entitled to any compensation or revenue in connection with the Provider's use of the Data. The Provider understands that you are not providing any investment advice or recommendations to the Provider through your Demo Trade. You acknowledge that you may suspend your Demo 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 interruptions, delays or inaccuracies in the market information displayed via your Client Portal.
- 5.4 PROHIBITED TRADE PRACTICES.
- 5.4.1 During demo trading, the following is prohibited:

- 5.4.1.1 knowingly or unknowingly use trading strategies to exploit errors in the Services, such as errors in displaying prices or delays in updating them;
 - 5.4.1.2 Conducting business with an external or slow data feed;
 - 5.4.1.3 acting alone or in concert with others, including between related accounts or accounts maintained at different The Trading Pit group companies, to enter into transactions or combinations of transactions designed to manipulate trading, such as by taking opposing positions at the same time;
 - 5.4.1.4 Execute trades in contradiction with the terms and conditions of the provider and the trading platform;
 - 5.4.1.5 Use software, artificial intelligence, ultra-high speed or bulk data entry that could manipulate, abuse or give you an unfair advantage in the use of our systems or services; or
 - 5.4.1.6 otherwise transact business in a manner inconsistent with the manner in which trading is conducted on any of the financial markets made available by the Provider, or in a manner that gives rise to a reasonable concern that the Provider may suffer financial or other harm as a result of the Customer's activities.
- 5.4.2 In addition, Customer shall not take advantage of the Services by executing trades without applying standard market risk management rules for trading in the financial markets, which includes, but is not limited to, the following practices: (i) opening substantially larger position sizes relative to Customer's other trades, whether in this or another Customer's account; or (ii) opening a substantially smaller or larger number of positions relative to Customer's other trades, whether in this or another Customer's account. Provider reserves the right to determine, in its sole discretion, whether certain trades, practices, strategies or situations constitute prohibited trading practices.
- 5.5 If the Customer engages in any of the prohibited trading practices described in Clause 5.4, (i) the Provider may consider this as a failure to comply with the terms of the relevant Challenge The Trading Pit Level 1 or Level 2, (ii) the Provider may remove the Transactions in violation of the prohibition from the Customer's trading history and/or not include their results in the profits and/or losses generated by the Demo Trading, or (iii) immediately terminate all Services provided to the Customer and subsequently terminate this Agreement.
- 5.6 If any or all of the Prohibited Trading Practices are carried out on one or more The Trading Pit Step 1 and Step 2 Accounts of a Customer or on accounts of different Customers or by combining trading through The Trading Pit Step 1 and Step 2 Accounts and any The Trading Pit Trader Accounts, the Provider shall be entitled to cancel all Services and terminate all relevant contracts in respect of all The Trading Pit Step 1 and Step 2

Accounts of the Customer. Provider may take any of the actions set forth in Section 5.5 and this Section 5.6 at its sole discretion.

- 5.7 If The Trading Pit - Trader accounts are used for or involved in the prohibited trading practices, this may also constitute a violation of the respective terms and conditions for The Trading Pit - Trader third party accounts and may result in the cancellation of all such user accounts and termination of the respective agreements by the third party provider.
- 5.8 If the Customer repeatedly engages in any of the practices described in Article 5.4 and the Provider has previously notified the Customer thereof, the Provider may deny the Customer access to all or part of the Services, including access to the Customer Portal and the Trading Platform, without any compensation. In such a case, the Customer shall not be entitled to a refund of the fees paid.
- 5.9 The Provider shall not bear any responsibility for trading or other investment activities that the Customer performs outside the relationship with the Provider, e.g. by using data or other information from the Customer Portal, the trading platform or in any other way in connection with the services in real trading on the financial markets, even if the Customer uses the same trading platform for such trading that it uses for demo trading. This shall also apply in particular to any services of third parties which the customer uses via the platform - e.g. within the scope of webinars.
- 5.10 Developments on the financial markets are subject to frequent and abrupt changes. Trading on the financial markets may not be profitable and may result in significant financial losses. Any past performance and profits of the customer in demo trading are not a guarantee or indication of future developments or developments in any real trading by the customer.

6. THE TADING PIT CHALLENGE STEP 1 AND/OR STEP 2

- 6.1 After paying the fee for the selected Challenge The Trading Pit Step 1, the Customer will receive the corresponding login data for the trading platform to the e-mail address provided by the Customer or in the Customer Portal. The Customer activates the Challenge The Trading Pit Step 1 at the moment when he/she has paid the corresponding fee for the offer. IF YOU ARE A CONSUMER, YOU ACKNOWLEDGE THAT BY OPENING THE FIRST DEMO TRADE, YOU EXPRESSLY REQUEST THE PROVIDER TO PROVIDE THE SERVICES BEFORE THE EXPIRATION OF THE WITHDRAWAL PERIOD, WHICH AFFECTS YOUR RIGHT OF WITHDRAWAL, AS FURTHER DETAILED IN CLAUSE 12 BELOW. If you do not activate The Trading Pit Step 1 Challenge within 30 calendar days of the date it was provided to you, you will no longer have access to it and we will cease providing the Services without any right to a refund. The The Trading Pit Futures Rookie Challenge Step 1, the Futures Pro Challenge

Step 1 and Step 2, and the Futures Expert Challenge Step 1 and Step 2 each have a term of 30 calendar days from the date they are activated.

6.2 In order for the Customer to meet the conditions of The Trading Pit Futures Rookie Challenge Level 1, Futures Pro Challenge Level 1 and Level 2, and Futures Expert Challenge Level 1 and Level 2, the Customer must meet all of the following parameters simultaneously by the end of The Trading Pit Futures Rookie Challenge Level 1, The Trading Pit Futures Pro Challenge Level 1, and The Trading Pit Futures Expert Challenge Level 1:

6.2.1 During The Trading Pit Challenge Stage 1, the Client has opened at least one demo trade on at least the number of different calendar days described below;

Futures Rookie Challenge Step 1	Futures Pro Challenge Step 1	Futures Expert Challenge Step 1
At least fifteen (15) different calendar days	At least ten (10) different calendar days	At least seven (7) different calendar days

6.2.2 On none of the calendar days during The Trading Pit Step 1 Challenge did the Client record a loss on the demo trades opened and closed on that day that would exceed the monetary amount of the initial capital for the respective option as described below:

Futures Rookie Challenge Step 1	Futures Pro Challenge Step 1	Futures Expert Challenge Step 1
-	A total of 2,500 USD from the initial capital	A total of 2,500 USD from the initial capital

6.2.3 At no time during The Trading Pit Step 1 Challenge did the client report a loss for opened and closed demo transactions that would exceed the monetary amount of the initial capital for the respective option as described below:

Futures Rookie Challenge Step 1	Futures Pro Challenge Step 1	Futures Expert Challenge Step 1
A total of 2,500 USD from the initial capital in open transactions.	A total of 3,500 USD from the initial capital in open transactions.	A total of 5,000 USD from the initial capital in completed transactions.

6.2.4 During The Trading Pit Step 1 Challenge, the client reported a total profit from all closed demo trades of at least the monetary amount of the initial capital for the respective option as described below:

Futures Rookie Challenge Step 1	Futures Pro Challenge Step 1	Futures Expert Challenge Step 1
A total of 7,500 USD on the initial capital	A total of 3,000 USD on the initial capital	A total of 3,000 USD on the initial capital

The above parameters and their individual steps are explained in more detail [here](#) on the website under the Challenges section.

6.3 If the Customer has fulfilled the conditions of the Challenge The Trading Pit Step 1 specified in Clause 6.2 and at the same time has not violated these GTC, in particular the rules of demo trading according to Clause 5.4, the Provider shall evaluate the Challenge The Trading Pit Step 1 as passed and provide the Customer with Step 2 free of charge by sending login data to the Customer's e-mail address or customer portal. The Customer must apply for the evaluation of the Challenge The Trading Pit Step 1 under the conditions of Clause 6.2 above and at the same time must not have violated these GTC, in particular the rules of demo trading according to Clause 5.4 above, via the Customer Portal. The Provider does not have to evaluate The Trading Pit Step 1 Challenge if the Customer has not closed all trades.

6.4 The client activates the level 2 by opening the first demo trade on the trading platform. If the client does not activate Level 2 within 30 calendar days from the day he/she received the new login details, he/she will no longer have access to Level 2 and we will terminate the provision of the services without any right to a refund of the fee. Stage 2 will apply for the remaining 30 calendar days from the start of Stage 1.

6.5 In order for the customer to meet the conditions of stage 2, they must meet all of the following parameters simultaneously by the end of stage 2:

6.5.1 During step 2, the client has opened at least one demo trade on at least the number of different calendar days described below;

Futures Rookie Challenge Step 2	Futures Pro Challenge Step 2	Futures Expert Challenge Step 2
-	At least ten (10) different calendar days	At least seven (7) different calendar days

6.5.2 On none of the calendar days during Stage 2 did the Client record a loss on the demo trades opened and closed on that day that would exceed the monetary amount of the initial capital for the respective option, as described below:

Futures Rookie Challenge Step 2	Futures Pro Challenge Step 2	Futures Expert Challenge Step 2
-	A total of 1,000 USD from the initial capital	A total of 1,000 USD from the initial capital

6.5.3 At no time during Stage 2 did the Client report a loss from the sum of opened and closed demo trades, which in total would exceed the monetary amount of the initial capital for the respective option, as described below:

Futures Rookie Challenge Step 2	Futures Pro Challenge Step 2	Futures Expert Challenge Step 2
-	A total of 3,500 USD from the initial capital	A total of 5,000 USD from the initial capital

6.5.4 at the end of Step 2, the client has reported a closed profit from all executed demo trades in the amount of at least the monetary amount of the initial capital for the respective option as described below:

Futures Rookie Challenge Step 2	Futures Pro Challenge Step 2	Futures Expert Challenge Step 2
-	A total of 3,000 USD from the initial capital	A total of 3,000 USD from the initial capital

6.6 In order for the customer to meet the conditions of Level 2, the customer must comply with the following:

6.6.1 The customer has fulfilled the conditions of level 2 according to clause 6.5 above;

6.6.2 the customer has not violated these GTC, in particular not violated the rules of demo trading according to clause 5.4; and

6.7 If during The Trading Pit - Stage 1 Challenge the Customer fails to meet any of the conditions set forth in Section 6.2, The Trading Pit - Stage 1 Challenge will be assessed as failed and the Customer will not be granted

access to the subsequent Stage 2. If during Stage 2 the Customer fails to meet any of the conditions set forth in Section 6.5, Stage 2 will be assessed as failed and the Customer will not be recommended as a candidate for the Affiliate Program offered by The Trading Pit Champions GmbH. In this case, the Customer's account and services will be terminated without refund of the fees already paid.

- 6.8 The provider recommending the customer as a candidate for the affiliate program of The Trading Pit Champions GmbH does not guarantee in any way the acceptance of the customer into the affiliate program.
- 6.9 The customer has the right to reset his/her account at any time during the challenge as long as more than one (1) calendar day remains in the challenge. This will reset the account balance and payout limits, but **not the 30 calendar day countdown**. The customer will have the remaining days since the purchase of the Challenge.
- 6.10. The customer may extend his/her account at any time during the challenge as long as the account has not been traded empty and more than one (1) calendar day remains in the challenge. Purchasing an extension will give the customer an additional thirty (30) calendar days for the current account. Previous progress will be maintained and the customer's account will not change after the purchase.

7. THE TADING PIT DEALER

- 7.1 If the Client successfully completes both Level 1 and Level 2 of The Trating Pit Futures Challenge 1 or The Trading Pit Futures Challenge 2, the Client will be directed to our partner, The Trading Pit Champions GmbH, where, at their sole discretion, the Client may also be offered a contract to participate in The Trading Pit Partner Program. The terms and agreement between the customer and The Trading Pit Champions GmbH or any third party company are solely between the customer and the third party company. The Trading Pit Challenge GmbH is not a party in any way to The Trading Pit Partner Program Agreement - or lack thereof - between the Third Party Company and the Customer.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

- 8.1 The Website and all Services, including the Customer Portal, its appearance, and all applications, data, information, multimedia elements such as text, drawings, graphics, design, icons, images, audio and video samples, and any other content that may comprise the Website and Services (collectively, the "Content"), are subject to legal protection under copyright laws and other legal provisions and are owned by Provider or its licensors. Provider grants you a limited, non-exclusive, non-transferable, non-assignable and revocable license 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 Provider or its licensors.

- 8.2 All trademarks, logos, trade names and other designations are the property of the Provider or its licensors, and the Provider does not grant you permission to use them. Customers are prohibited from publishing the Provider's company logo or trademark on their own marketplace. Only a link to The Trading Pit homepage and the use of the Affiliate Trading Program logo - if a partnership exists - is allowed.
- 8.3 Both the Customer and the Provider undertake to act honestly in the performance of the Contract and, in particular, not to damage the reputation and legitimate interests of the other party. The Customer and the Provider shall resolve any disagreements or disputes between them in accordance with these GTC and applicable law.
- 8.4 Except for the rights expressly set forth in these TOS, Provider does not grant you any other rights with respect to the Services and Other Content. You may use the Services and Other Content only as set forth in these TOS.
- 8.5 When accessing the Services and other Content, the following is prohibited:
 - 8.5.1 Use tools that may interfere with the operation of the Site and Services or that are designed to exploit errors, bugs or other inadequacies of the Site and Services;
 - 8.5.2 circumvent geographical restrictions on availability or other technical limitations;
 - 8.5.3 Make copies or backups of the Website and other content;
 - 8.5.4 Modify, decompile, disassemble, or otherwise alter the Site or any other content;
 - 8.5.5 sell, rent, loan, license, distribute, reproduce, disseminate, stream, broadcast or otherwise use the Services or any other Content other than as permitted under these TOS;
 - 8.5.6 Use automated means to view, display or collect information available through the Site or Services; and
 - 8.5.7 Use any other tools or means that could cause harm to the provider.
- 8.6 The provisions of this clause 8 are not aimed at depriving the customer of his consumer rights, which cannot be excluded by law.

9. DISCLAIMER

- 9.1 The Provider's servers are secured in accordance with the state of the art, in particular by firewalls. You acknowledge that the Services and other Content are provided "as is" with all their faults, defects and inadequacies and that their use is at your sole responsibility and risk. To the fullest extent permitted by law, Provider disclaims all warranties of any kind, statutory, contractual, express or implied, including any warranties of quality, merchantability, fitness for a particular purpose or non-infringement.
- 9.2 Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the service provider, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, body or health. The above limitations of liability shall also apply to the legal representatives and vicarious agents of the provider if claims are asserted directly against them.
- 9.3 To the extent permitted by mandatory provisions of applicable laws, Provider shall not be liable for any damages, including indirect, incidental, special, punitive or consequential damages, including lost profits, lost data, personal or other non-monetary damages or property damage, caused by the use of the Services or reliance on any tool, functionality, information or other content available in connection with the use of the Services or elsewhere on the Website. Provider is not responsible for any third party products, services, applications or other content that Customer uses in connection with the Services. This includes, in particular, any third-party webinars or training courses that the Customer may book via the Platform. If the Provider's liability in connection with the operation of the Website or the provision of the Services is derived by a court or other competent authority, such liability shall be limited to the amount corresponding to the fee paid by the Customer for the Services in connection with which the Customer incurred the damage.
- 9.4 The Provider reserves the right to modify, change, replace, add or remove elements and functions of the Services at any time and without compensation. In particular, the provider reserves the right to block third party providers or remove their offer from the platform if infringements of the law become known.
- 9.5 The Provider shall not be liable for failure to provide the purchased Services if such failure is due to serious technical or operational reasons beyond its control, in case of crisis or impending crisis, natural disaster, war, riot, pandemic, threat to a large number of people or other force majeure events

and/or if the Provider is prevented from providing the Services due to legal obligations or a decision of a public authority.

- 9.6 Claims based on liability for material defects shall remain unaffected. The provisions in clause 9 of these terms and conditions are not intended to deprive the customer of its consumer or other rights that cannot be excluded by law.

10. COMMUNICATION

- 10.1 You acknowledge that any communication on the part of the Provider or its partners in connection with the provision of Services will be made via the Customer Portal, the telephone number or your e-mail address that you register with us. Written electronic communication by email or through the Customer Portal will also be considered written communication.

- 10.2 Our contact email address is support@thetradingpit.com and our contact address is Landstrasse 63, 9490 Vaduz, Liechtenstein.

- 10.3 The contract language is German. Any English translations are only for the better understanding of English-speaking users. Only the respective German version is legally binding.

11. Cancellation and refund

- 11.1 Information about the right of withdrawal for digital content and services:

If you are a consumer within the meaning of § 13 BGB, you have the right to revoke this contract within 14 days without giving any reason. The withdrawal period is fourteen days from the conclusion of the contract. To exercise your right of withdrawal, you must inform us (THE TADING PIT Challenge GmbH, Landstrasse 63, 9490 Vaduz, Phone: +423 230 45 45, e-mail: support@thetradingpit.com) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract.

- 11.1.1 You can use the attached cancellation form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

- 11.2 Consequences of the revocation

- 11.2.1 If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the favorable standard delivery offered by and), without undue delay

and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

- 11.3 Expiry of the right of withdrawal
 - 11.3.1 Your right of withdrawal expires as soon as we have started the execution of the contract, unless you have expressly agreed that we should start the execution of the contract before the expiry of the withdrawal period and you have confirmed your knowledge that you thereby lose your right of withdrawal.
 - 11.3.2 PLEASE NOTE THAT YOU WILL LOSE YOUR RIGHT OF REVOCATION IF YOU BEGIN CONDUCTING DEMO TRADES PRIOR TO THE EXPIRATION OF THE SPECIFIED TIME PERIOD.
- 11.4 Sample cancellation form
(Fill out and return this form only if you want to revoke the contract).

THE TADING PIT Challenge Ltd. - "The Trading Pit
Country road 63
9490 Vaduz, Liechtenstein
E-mail: support@thetradingpit.com

I/We (*) hereby declare that I/we (*) accept the contract concluded by me/us for provision of the following services (*)

Services

Ordered on (*) / received on (*),

Name of consumer(s),

Address of the consumer(s)

Signature of the consumer(s) (only if this form is submitted in paper form),

Date

(*) Delete where not applicable.

12. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

12.1 Our goal is for our customers to be satisfied with THE TADING PIT services; therefore, we are happy to resolve any complaints or suggestions directly with you, and you may contact us at our email address or at our address listed in clause 10.2 above.

12.2 This section applies only to a consumer who is also a resident of the EU.

13. CHOICE OF LAW AND JURISDICTION

13.1 Liechtenstein law shall apply to the legal relationships established by or related to these GTC as well as to all related non-contractual legal relationships. The place of jurisdiction for all disputes is - if permissible - Vaduz. The provider is also entitled to sue at the general place of jurisdiction of the client.

13.2 The provisions of the above clause 13.1 do not deprive consumers of the protection afforded to them by the mandatory legal provisions of the relevant Member State of the European Union or any other legal system.

14. FINAL PROVISIONS

14.1 These T&C constitute the complete terms and conditions agreed upon between you and the Provider and supersede all prior agreements, whether oral or written, relating to the subject matter hereof.

14.2 The European Commission provides a platform for out-of-court online dispute resolution. You can find this platform at the following link: <https://ec.europa.eu/consumers/odr/>. We do not participate in a system for alternative dispute resolution within the meaning of the ODR Regulation or in consumer arbitration within the meaning of the Consumer Dispute Resolution Act (VSBG) and are not legally obliged to do so.

15. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

15.1 For purposes of the TOS, the following definitions shall have the following meanings:

15.1.1 "Customer Portal" means the user interface on the website www.thetradingpit.com;

15.1.2 "Content" means the Website and all Services, including the Customer Portal, its appearance and all applications, data, information, multimedia elements such as text, drawings, graphics, design, icons, images, audio

and video samples and other content that may constitute the Website and Services (as set out in clause 8.1 above);

- 15.1.3 "Customer" means the user of the Services or Exchange Games (as the case may be) as set out in Clause 1.1 above;
- 15.1.4 "The Trading Pit Step 1 and Step 2 Account" means trading accounts related to trading challenges provided as part of the Services by Provider;
- 15.1.5 "The Trading Pit -Trader Account" means a trading account relating to The Trading Pit affiliate program provided by a Third Party Provider;
- 15.1.6 "Prohibited Trade Practices" are trade practices that are strictly prohibited in the use of our Services and are further explained in Clause 5.4 of these TOS;
- 15.1.7 "T&C" means these General Terms and Conditions of The Trading Pit Challenge GmbH;
- 15.1.8 "Provider" means the provider of certain Services (as set out in clause 1.1 above);
- 15.1.9 "Appendices" means the appendix and any additional appendices that are part of these GTC;
- 15.1.10 "Services" means the services of Provider as described in clauses 1.1 and 1.4 above;
- 15.1.11 "Trading Platform" means an electronic interface provided by a Third Party through which the Customer conducts Demo Trading; and
- 15.1.12 "Website" means the website www.thetradingpit.com.
- 15.2 For the purposes of the GTC and its Annexes, the following expressions and abbreviations shall have the following meanings:
 - 15.2.1 "Calendar Day" means the period from midnight to midnight of the time currently in effect in Germany (Central European Time, CET);
 - 15.2.2 "Initial Capital" is a notional amount chosen by the Client when selecting The Trading Pit Challenge option and used for demo trading;
 - 15.2.3 "EUR" means the Euro;
 - 15.2.4 "USD" means the United States dollar;
 - 15.2.5 "CHF" means the Swiss Franc