



## JOINX - GENERAL TERMS AND CONDITIONS

### 1. INTRODUCTION

1.1. These General Terms and Conditions (hereinafter referred to as 'Terms') govern the use of services provided by JoinX Hub Ltd. (registered office and postal address: Kralja Nikole 27A/4, 81000 Podgorica, Montenegro; company registration number 03407373; email address: support@joinx.me (hereinafter referred to as "the Company", "JoinX", "we", "us", "our"), offered through the [www.joinx.capital](http://www.joinx.capital) website (hereinafter referred to as "Website") and they constitute a legal agreement between the Company and the user (hereinafter referred to as "User", "Customer", "you", "your").

1.2. For your benefit and protection, it is mandatory for you to take enough time to read and understand these Terms, as well as any other additional information available to you on the Website prior to ordering any services from us and paying any fees. If you do not understand or agree to all regulations of the Terms, then you should not use any of our services.

1.3. By registering on the Website, or, if registration is not required, by accessing, and/or using our services for the first time, you expressly accept, acknowledge, and agree that you are entering into a legal agreement with us and have understood and agreed to comply with and be legally bound by the Terms, including our Privacy Policy.

1.4. The services provided by the Company (hereinafter referred to as "Services") are only intended for persons over the age of 18 so deemed as adults, residing in the country for which the Services are available. By registering on the Website, you confirm that you are an adult. If you are minor, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws. We recommend our Services to persons with appropriate but at least minimal commercial knowledge in online trading or proper prior trading experience. If you do not have adequate trading knowledge or prior trading experience, you should not use our Services or you should limit your use of our Services to the educational materials made available to registrants on our Website.

1.5. By accepting these Terms, the User shall be aware that all trading activities are purely hypothetical, with no actual financial transactions or entitlement to real funds or payouts.

1.6. The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX markets or simulated trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, the access to the User Area, and other ancillary services, in particular through the User Area or by the provision of access to applications provided by the Company or third parties. Financial market information is used in the simulated trading; however, you acknowledge that any trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to possess those 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 are not entitled to the payment of those funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses occurred during the demo trading.

1.7. NONE OF THE SERVICES PROVIDED TO YOU BY THE COMPANY MAY BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE COMPANY DOES NOT



GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE COMPANY ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE COMPANY ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE COMPANY BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE COMPANY EXPLICITLY DISCLAIMS THAT THESE ARE INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

## 2. DEFINITIONS

2.1. Capitalized terms shall have the meaning assigned to them in these Terms unless the context requires otherwise.

“Account” or “User Account” means a User’s designated account allowing a User to use the Services, view the status of the various Services the User purchased, purchase new Services offered from time to time, and manage the User’s personal information and profile.

“Challenge” means a Service consisting of educational materials, trading and analytical tools and the provision of access to a simulated trading environment where the Users can engage in simulated trading activities so that they can demonstrate their trading skills under predetermined trading rules and objectives. This may include, but is not limited to, Two-Step Challenges and One-Step Challenges.

“Challenge Account” means demo trading accounts related to the Challenges.

“Free Challenge” means a Service consisting of educational materials, trading and analytical tools and the provision of access to a simulated trading environment where the Users can engage in simulated trading activities so that they can demonstrate their trading skills under predetermined trading rules and objectives. Unlike other company’s challenges this is a free, no cost, that is designed for experienced traders that have previous experience.

“Company”, “JoinX”, “we”, “our”, etc. means JoinX Hub Ltd. which is incorporated in Montenegro with registration number 03407373, and whose registered address is Kralja Nikole 27A/4, 81000 Podgorica.

“Customer”, “User”, “You” and “Your” means the user of the Services of the Company, and any person browsing our Website or registers for an Account.

“Forbidden Trading Practices” means trading practices strictly forbidden while using our Services and are specified in these Terms.

“Force Majeure” means any unforeseeable, exceptional situation or event beyond the Parties' control, which prevents either of them from fulfilling any of their obligations under these Terms, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities, implementing bodies or third parties in receipt of financial support and which proves to be inevitable in spite of exercising due diligence.

“JoinX Capital Trader” means somebody having a Monetized Demo Account.



“Monetized Demo Account” means an account that may be provided by a third party, at its sole discretion, under the terms and conditions of a separate agreement concluded with this third party, to Users who have successfully completed the selected (purchased) Challenge and have therefore been recommended as candidates by the Company to this third party.

“Parties” means the Company and the User jointly in these Terms during their legal relationship.

“Privacy Policy” means the policy on the management and protection of the Users’ personal data by the Company.

“Services” as outlined in the ‘Services’ section.

“Trading” means instructions provided by the Users in simulated environments, simulating real-life trading and using fictitious funds defined by the Company.

“Trading Platform” means an electronic interface provided by the Company in which the User performs the simulated Trading.

“Trading Day” means each calendar day on which the Customer opens at least one new position.

“User Area” means the user interface located on the Website.

“Website” means the website <https://www.joinx.me> , <https://www.joinx.capital> .

### **3. SERVICES AND SERVICE ORDERING**

3.1. The Services include, among other things, access to the User Area upon registration which grants the User access to a variety of educational and training resources, materials and lessons and the Challenges.

3.2. In order to use the Services of the Company, the User must create an Account by registering on the Website. When registering, you must provide your first and last name, e-mail address, telephone number, the country from which you are registering and a password of your choice. When registering on the Website, you must provide complete, accurate and up-to-date information. The same rule applies to provision of data through any order form or through the User Area. You are responsible for updating any changes to your data in the Account immediately after the changes; JoinX is not obliged to verify User’s data.

3.3. Once registered, you can access your User Account using the email address and password you provided when registering. If you have forgotten your password, you can request a link to reset your User Account by clicking on the ‘Forgot my password’ button in the login page. The User can request the deletion of the User Account at any time by sending an e-mail to [support@joinx.me](mailto:support@joinx.me). If, at the time of the request for deletion, the User has a valid contract with our Company, the request for deletion of the User Account shall also constitute a declaration of termination of this contract, which shall also terminate further access to the Services. The termination takes effect when we confirm receipt of the request to delete the User Account to the User by email.

3.4. You can order Challenges by logging into the User Account. As part of our Services, we offer various Challenges. Challenges may differ in terms of the size of the Challenge Account (the amount of virtual initial capital placed on it), but may also differ in terms of the trading objectives with which the given Challenge can be met, and also other trading parameters and certain additional services that are included in the packages. The available Challenges can be found under the ‘Purchase Package’ menu of the User



Account, where Users can click on the details button to find a detailed description of the parameters of each Challenge. Users can also find information on the price of each Challenge under the same menu. More details on the parameters of the offered Challenges are also provided on the Website.

3.5. The purchase of the chosen Challenge package can be initiated by clicking on the buy/purchase button under the 'New Challenge' menu or "Start new challenge" button, which will redirect the User to the 'Checkout Page' after choosing the requested challenge from the online options. Users can start the order process directly on the 'Checkout Page' as well on the website. Only one Challenge can be purchased at a time, however, using the drop-down menu on the Checkout Page, the User can still change which Challenge they wish to purchase. You can order the selected Challenge by completing and submitting the order form on the 'Checkout Page'. By placing an order or at the time of placing an order, the User accepts these Terms. The order is considered as your contractual offer and by making or at the time of making such an offer you expressly accept these Terms, which also creates an obligation for you to pay; this means that you are obliged to pay us the fee for the Challenge you have chosen as confirmation of your offer. For this reason, the order shall be deemed to have been effectively placed when the fee of the selected Challenge is considered to be paid as per clause 7. The contract in relation to the selected Challenge is concluded if and when we confirm your order by sending a confirmation to your e-mail address. The contract is therefore created by this confirmation, at the moment it is made available to you (which will occur at the moment the confirmation is sent until proven otherwise). The contract concluded is not a written contract and, although it is archived, it is not accessible afterwards. The contract is concluded in English.

3.6. Until we confirm your offer, i.e. until the contract is concluded as per clause 3.5., you have the right to withdraw your offer and ask for a refund.

3.7. After concluding the contract for a specific Challenge, the User has the option to upgrade the purchased Challenge to another Challenge with a Challenge Account bigger in size (i.e., with more virtual initial capital on it). For such an upgrade order, the provisions of section 3.5. shall apply mutatis mutandis, except that in such case the User shall pay the difference between the Challenge he/she previously purchased and the upgraded Challenge.

3.8. The subject of the contract concluded as per clause 3.5. is the provision of the chosen Challenge (one or two steps). The User shall have some prior trading experience and an understanding of online trading before ordering this Service. THE CHALLENGES ARE NOT INTENDED FOR THOSE WITH NO PRIOR TRADING EXPERIENCE. A User with limited or no trading experience or knowledge of the capital markets is encouraged to use the educational materials available after registering on the Website and to first expand their knowledge and experience.

3.9. Our Services, the User Area and the Trading Platform are accessible from the most commonly used web browsers without obtaining any specific technical equipment and software, including third-party software. The internet access and purchase of the web browser and its updates are at your own risk and expense. We do not charge any additional fees for the internet connection.

3.10. The User may order additional Challenges to the Challenge already purchased, even if the Challenge previously purchased has not yet been completed (or failed). There is no limit to the number of Challenges that may be run concurrently in this way. If you purchase multiple Challenges, each Challenge purchased will run on a separate Challenge Account and no transfer is allowed between the Challenges (in terms of capital, performance or other parameters).



#### 4. CHALLENGES

4.1. By accepting these Terms, the User expressly requests the Company to open a Challenge Account for the Challenge of the User's choice. The User expressly acknowledges that by opening a Challenge Account, the Company will make its Service available to the User, which will constitute the start of the performance of the Service. THE USER EXPLICITLY REQUESTS THE OPENING OF A CHALLENGE ACCOUNT WITH THE UNDERSTANDING THAT, IF THE USER IS A CONSUMER, BY ACTIVATING THE CHALLENGE ACCOUNT AND THE CHALLENGE WITHIN THE TIME LIMIT FOR EXERCISING HIS/HER RIGHT OF WITHDRAWAL AS PER CLAUSE 14, THE COMPANY WILL FULLY PERFORM THE SERVICE, IN WHICH CASE THE USER WILL LOSE THE RIGHT OF WITHDRAWAL.

4.2. The Company shall open the Challenge Account for the User upon acceptance of the User's offer and conclusion of the contract, which shall be notified to the User in the confirmation letter as per clause 3.5.

4.3. The User activates the Challenge Account when purchasing the Challenge and opening its first virtual trading position. Each Challenge step might have a Step duration in accordance with the challenge and the Step duration as described on the website and Trading Platform. BY ACTIVATING THE CHALLENGE ACCOUNT AND STARTING THE CHALLENGE, THE USER, IF HE/SHE IS A CONSUMER, EXPRESSLY ACKNOWLEDGES THAT IF ACTIVATES THE CHALLENGE WITHIN THE TIME LIMIT FOR EXERCISING HIS RIGHT OF WITHDRAWAL HE/SHE MAY NO LONGER EXERCISE HIS/HER RIGHT OF WITHDRAWAL.

4.4. The Company may offer different types of Challenges, including but not limited to; Free Challenge, Two-Step Challenges and One-Step Challenges. The specific rules, objectives, and parameters for each type of Challenge are detailed on the Website and herein.

##### 4.5. One-Step Challenge

4.5.1. In addition to other Challenge formats, the Company may, at its sole discretion, offer a One-Step Challenge. This Challenge format is designed for traders who possess advanced skills and wish to undertake a more intensive, single-phase evaluation process.

4.5.2. The One-Step Challenge consists of a single evaluation stage. The general trading rules, including but not limited to the Forbidden Trading Practices outlined in Section 8, apply equally to the One-Step Challenge.

4.5.3. The specific trading objectives, including but not limited to profit targets, maximum drawdown limits, minimum trading days, and other performance metrics for the One-Step Challenge, are more stringent than those of the Two-Step Challenge stages and are explicitly detailed on the Website. The fees and specific conditions applicable to the One-Step Challenge are also published on the Website. These details on the Website are incorporated by reference into these Terms and form an integral part of the agreement.

4.5.4. If the User successfully meets all conditions and objectives of the One-Step Challenge without violating any of these Terms, the Company will evaluate the Challenge as successful. Upon such successful completion, the User will be recommended as a candidate to become a JoinX Capital Trader to a third-party company, in the same manner and under the same logic as a User who successfully completes a Two-Step Challenge, as described in Section 9.

##### 4.6. Two-Step Challenge



4.6.1. The Two-Step trading Challenge consists of two phases:

- Step 1: The initial qualification phase, where specific trading performance targets must be met.
- Step 2: A verification phase, where also specific trading performance targets must be met and additional criteria are evaluated to ensure trading consistency and adherence to rules.

4.6.2. To progress from Step 1 to Step 2, all rules and requirements specified in these Terms for Stage 1 of the Challenge must be met without breaching any of the provisions of these Terms. You can only move from Step 1 to Step 2 within the same Challenge. The previously selected Challenge cannot be changed when moving from Stage 1 to Step 2.

4.6.3. During the Challenge demo trading, the User shall be granted access to certain tools for simulated trading, analytical tools, economic calendar, training and educational materials, and other ancillary services.

4.6.4. If the User successfully meets all conditions and objectives of the Two-Step Challenge without violating any of these Terms, the Company will evaluate the Challenge as successful. Upon such successful completion, the User will be recommended as a candidate to become a JoinX Capital Trader to a third-party company, in the same manner and under the same logic as a User who successfully completes a Two-Step Challenge, as described in Section 9.

#### 4.7 Free Challenge / Free Entry

##### 4.7.1 Eligibility and purpose

The Joinx Free Challenge is specifically designed for seasoned traders who possess a high level of skill and confidence. This is a merit-based program for those who want to prove their capabilities on a difficult challenge without a financial barrier to entry. By signing this agreement, you confirm that you have adequate trading knowledge and prior trading experience.

4.7.2 The Free Challenge consists of two phases:(Unlike our standard challenges, this program is more difficult to rigorously test and identify truly exceptional, disciplined traders)

- Step 1: The initial qualification phase, designed for all new users to learn and test the platform, specific trading performance targets must be met to pass this phase.
- Step2: A verification phase, where also specific trading performance targets must be met and additional criteria are evaluated to ensure trading consistency and adherence to rules.Users which pass step 1 will get a unique coupon for 1 step challenge designed specially for the pro traders and experienced ones.

4.7.3. To progress from Step 1 to Step 2, all rules and requirements specified in these Terms for Stage 1 of the Challenge must be met without breaching any of the provisions of these Terms. You can only move from Step 1 to Step 2 within the same Challenge. The previously selected Challenge cannot be changed when moving from Stage 1 to Stage 2.

4.7.4. If the User successfully meets all conditions and objectives of theFree Challenge without violating any of these Terms, the Company will evaluate the Challenge as successful. Upon such successful completion, the User will be recommended as a candidate to become a JoinX Capital Trader to a third-party company, in the same manner and under the same logic as a User who successfully completes a Two-Step Challenge, as described in Section 9.





#### 4.8. General Challenge Rules and Parameters

4.8.1. In order to complete the Two-Step Challenge, the User must enter into at least one demo transaction (open a demo trade) on at least:

- 1 (one) trading day for Stage 1 and
- 3 (three) trading days for Stage 2
- For the Free Challenge : Minimum Trading Days: You must open at least one demo transaction (trade) a day, on a minimum of 3 trading days for step 2 of the free Challenge .

4.8.2. The Company sets the maximum drawdown of the Challenges that is the peak-to-trough decline of an investment during a specific trading period. It is usually quoted as a percentage of the peak value, making it a key indicator of risk during market downturns. To pass the Challenge, the following thresholds must not be breached during the Challenge process (either step 1 or step 2):

- Maximum drawdown shall be -8% (minus eight percent) for 2 steps challenge, or -7% (minus seven percent) for 1 step challenge of the initial account balance. This means that at no time during the Challenge may the amount of loss incurred on positions opened and closed exceed this maximum.
- Maximum daily drawdown shall be -5% (minus five percent) of the initial daily account balance for 2 step challenges, and -4% (minus four percent) for 1 step challenges. This means that at no point in any calendar day during the Challenge may the amount of loss incurred on positions opened and closed exceed this predefined limit.
- Max daily and total drawdowns might change and the most updated information is on the website.
- Free Challenge Maximum drawdown shall be -7% (minus seven percent). This means that at no time during the Challenge may the amount of loss incurred on positions opened and closed exceed this maximum.
- Free Challenge Maximum daily drawdown shall be -3% (minus three percent) of the initial account balance for challenges This means that at no point in any calendar day during the Challenge may the amount of loss incurred on positions opened and closed exceed this predefined limit.

4.8.3. The minimum profit target to complete each stage of the Two-Step Challenge is set by the Company as follows.

- Step1: The profit target is 5% of the initial account balance with all positions to be closed.
- Step 2: The profit target is 8% of the initial account balance with all positions to be closed.

For 1 step challenge, stage 1: The profit target is 10% of the initial account balance with all positions to be closed.

The minimum profit target to complete each stage of the Free Challenge is set by the Company as follows.

- Step 1: The profit target is 7% of the initial account balance with all positions to be closed.
- Step 2: The profit target is 10% of the initial account balance with all positions to be closed
- Profit targets for challenges might change and the most updated information is on the website.



Free Challenge / Free entry step 2 is available under: “1 Step Challenges”, \$5k accounts in the client zone.

4.8.4. The User acknowledges that the minimum profit target to be achieved shall be understood as a total profit on all closed demo positions together.

#### 4.9. Evaluation and Progression

4.9.1. The Company reserves the right to unilaterally change parameters of the Services at any time, including the parameters for the successful completion of the Challenges. The change does not affect the Challenges purchased before the change is notified.

4.9.2. If you have met all profit and other targets as set forth in these Terms and other relevant provisions in relation to Step 1 of the Two-Step Challenge or Free Challenge and at the same time have not violated these Terms, we will evaluate Step 1 as successful and will make Step 2 available to you free of charge by opening a Step 2 Challenge Account in the User Area. In order for Step 1 to be considered successful, all open positions must be closed, therefore we are not obliged to carry out the evaluation if you still have open positions. If the conditions of Step 1 are successfully met within one trading day, Step 2 demo trading will still be available on the next calendar day at the earliest. Step 2 will be activated by opening the first demo trade within this stage of the Challenge.

4.9.3. If you have met all profit and other targets as set forth in these Terms and other relevant provisions in relation to Step 2 of the Two-Step Challenge or Free Challenge and at the same time have not violated these Terms, we will evaluate Step 2 as successful and we will recommend you as a candidate to become a JoinX Capital Trader to a third-party company as described in section 9. In order for Step 2 to be considered successful, all open positions must be closed, therefore we are not obliged to carry out the evaluation if you still have open positions. Users shall not be entitled to any consideration or otherwise, including becoming a JoinX Capital Trader. That means completing any Challenge does not guarantee acceptance as a JoinX Capital Trader.

4.9.4. If the User fails to meet any of the conditions specified in relation to any Challenge (One-Step or Two-Step or Free), that Challenge will be evaluated as unsuccessful. In such cases, the respective Challenge Accounts will be cancelled and the contract be terminated without refund of fees already paid. The User may attempt to complete the Challenge again by ordering another Challenge for an additional fee. The Company recommends learning from any mistakes and striving to improve by utilizing the training and educational materials provided by the Company.

4.9.5. The User fully acknowledges that any trading that he/she performs through the completion of the Challenges is ENTIRELY SIMULATED AND IS NOT REAL. The User also acknowledges that the “funds” provided to the User for the Challenges are fictitious, do not represent any currency, and that he/she has no right to possess those fictitious funds beyond the scope of their use within the Website and for the sole purpose of the completion of the Challenges, and in particular that they may not and cannot be used for any actual trading and that the User is not entitled to any payment or other right in or of those funds.

#### 4.10 Risk Management and Consistency:

- (i) The User shall not impose high exposure of the initial account balance on a single trade. In specific high-volatility market conditions determined by the Company, this limit may be 1%- to 2% of the total account balance. The Company reserves the right to reject trades if the risk is deemed disproportionate.
- (ii) To ensure consistent trading performance, the Company reserves the right to reject trades or deny the





successful completion of a Challenge if the total profit from a single trade or a single trading day exceeds 35% of the total Profit Target.

(iii) Weekend Trading: For specific Challenge types as specified on the Website, Users may be required to close all open positions before the weekend (Friday 5:00 PM ET). Failure to do so may result in the automatic closure of positions. Users may purchase a weekend add-on in order to keep positions open during the weekend.

## 5. USER'S ACCOUNT AND USER PROFILE

5.1. The Company allows only one Account per User which means only one user profile per verified individual is permitted and all Services purchased by the User must be used through this single User Account. Multiple Accounts for the same User are forbidden and in such cases the Company is entitled to block the User's other account ("double account"). Shared or joint Accounts are forbidden, i.e., each Account shall be owned by one individual. Users are not permitted to allow others to use their Accounts and may not use any other Account. Users are not entitled to transfer their Account in any way (for example sale, donation or otherwise) to any other person or entity. Any violation of these provisions shall be deemed to be a serious breach of these Terms.

The Free Challenge account is valid only once per user account as a one time evaluation for free.

5.2. User Account, User Area and Trading Platform access are secured by login credentials, which must not be disclosed to third parties. The User assumes full responsibility for all activities conducted through his/her User Area or Trading Platform.

5.3. IP addresses, device IDs, and behavioral data maps will be used by the automated risk system as a basis for determining unauthorized trading activity. All Users must be contactable on the telephone number and email provided during verification at any time. Failure to contact the User or to verify identity may result in Account suspension.

## 6. USERS' OBLIGATIONS

6.1. Users agree to use the Services solely for their intended purposes, including:

- Practicing trading strategies in simulated environments.
- Completing the Challenge stages in adherence to all rules and criteria provided by the Company.

6.2. Users must not engage in any activity that manipulates the simulated trading system, breaches ethical conduct, or violates applicable laws.

6.3. Users undertake to be legally competent, in good standing under the laws of the state and/or country of their residence; ensure prompt execution of any contracts and declarations and render forthwith any assistance required and reasonably requested by the Company in connection with the Services or otherwise; and without undue delay update the Company about any changes to their personal data (name, mailing/postal address, principal residency or e-mail address). The same applies if the Users notice that – for whatever reason – their personal information displayed on the Services of the Company does not conform with the documents and information provided by the Users to the Company.

6.4. Users are obliged to abstain from forbidden trading strategies or practices. Users 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.



6.5. Users acknowledge that the Company has access to information about the demo trades that the Users perform on the Trading Platform. The Users grant the Company with his/her consent to share this information with persons/entities who are in a group with the Company or who are otherwise affiliated with the Company, and the Users grant the Company and these persons/entities his/her consent and authorization to handle this information at their own will. Users agree that these activities may be performed automatically without any further consent, consultation, or approval on their part being necessary, and that Users are not entitled to any remuneration or revenue associated with the use of the data by the Company. The Company is aware that Users do not provide the Company with any investment advice or recommendations through the demo trading. Users acknowledge that they may suspend their demo trading on the Trading Platform at any time.

## 7. PAYMENT REGULATIONS

7.1. The fees of the Challenges are on-time fees, which varies depending on the Challenge selected. The Free challenge has no fee and each user is eligible for only one Free challenge according to the Free challenge terms.

7.2. The prices of the Services (the Challenge packages) are available on the Website and in the User Area. The Company may announce promotional periods, when the price of the Services is temporarily reduced. The Company may unilaterally determine the extent of the promotion and the period during which the promotional price is valid. The Company reserves the right to unilaterally change the fees of the Services at any time. The change does not affect the Challenges purchased before the change is notified.

7.3. The one-time fee shall be paid in exchange for allowing the User to access the Challenges and the services provided under the Challenges.

7.4. The fees for the Services under these Terms are in US Dollars. In the event of payment of the fee in any other currency than US Dollars, the amount of the fee for the selected option shall be converted to US Dollars using the exchange rate of the competent payment processor. Service charges are inclusive of all costs and taxes. If the User is not a consumer, he/she is obliged to fulfil all of the tax obligations in connection with the use of the Services provided by the Company in accordance with applicable law, and in the event of an obligation, the User is obliged to pay tax or other fees properly.

7.5. The User is entitled to pay the fee for the selected Service/Challenge by a payment card or using other means of payment that the Company currently offers. In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately and shall be deemed to be effectively made once the successful payment is confirmed. In the case of non-express payment methods, the fee is considered paid when its full amount is credited to the Company's account. If the User does not pay the fee, the Company is entitled to cancel the order of the User.

7.6. Users bear all fees charged by the selected payment service provider (according to the valid price list of the payment service provider) in connection with the transaction and the User is obliged to ensure that the respective fee for the selected Service/Challenge is paid in full.



7.7. All fees paid for Challenges are non-refundable, regardless of the outcome, except as required by law or explicitly stated in these Terms. The User is not entitled to a refund of the fee neither in full nor in part, for example, if the User cancels his/her User Account or request the cancellation by e-mail or terminates the contract without cause, if terminates the use of the Services prematurely, if the User fails the Challenge or is not able to complete it, or if the User violates or breaches the Terms in any manner.

7.8. Payment processing services for certain jurisdictions may be provided through our subsidiary company JoinX CZ s.r.o. with the registered address at Jaurisova 515/4, Michle, 140 00 Praha 4, Czech Republic.

## **8. FORBIDDEN TRADING PRACTICES**

8.1. DURING THE DEMO TRADING, 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 JOINX 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 JOINX AND THE TRADING PLATFORM;
- e. USE ANY SOFTWARE, ARTIFICIAL INTELLIGENCE, ULTRA-HIGH SPEED, OR MASS DATA ENTRY WHICH MIGHT MANIPULATE, ABUSE, OR GIVE YOU AN UNFAIR ADVANTAGE WHEN USING OUR SYSTEMS OR SERVICES;
- f. PERFORM GAP TRADING BY OPENING TRADE(S):
  - (i) WHEN MAJOR GLOBAL NEWS, MACROECONOMIC EVENT OR CORPORATE REPORTS OR EARNINGS ("EVENTS"), THAT MIGHT AFFECT THE RELEVANT FINANCIAL MARKET (I.E. MARKET THAT ALLOWS TRADING OF FINANCIAL INSTRUMENTS THAT MIGHT BE AFFECTED BY THE EVENTS), ARE SCHEDULED; AND (ii) 2 HOURS OR LESS BEFORE A RELEVANT FINANCIAL MARKET IS CLOSED FOR 2 HOURS OR LONGER.; OR
- g. 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 JOINX MIGHT SUFFER FINANCIAL OR OTHER HARM AS A RESULT OF THE CUSTOMER'S ACTIVITIES (E.G. OVERLEVERAGING, OVEREXPOSURE, ONE-SIDED BETS, ACCOUNT ROLLING).
- h. USE STRATEGIES KNOWN AS "GRID TRADING" (PLACING BUY AND SELL ORDERS AT REGULAR INTERVALS ABOVE AND BELOW A SET PRICE) OR "MARTINGALE" (INCREASING BET SIZES AFTER A LOSS TO RECOVER LOSSES);
- i. ENGAGE IN HIGH-FREQUENCY TRADING (HFT), LATENCY ARBITRAGE, OR LATENCY EXPLOITATION;



j. ENGAGE IN TICK SCALPING OR SCALPING STRATEGIES THAT RELY ON DATA LATENCY OR FEED ERRORS TO GENERATE PROFIT IN A MANNER INCONSISTENT WITH LIVE MARKET CONDITIONS.

8.2. As our Customer, you should understand and agree that all our Services are for the User's personal use only, meaning that only you personally can access your Account and Challenges and perform trades. For that reason, you should not, and you agree not to,

(i) allow access to and trading on your Accounts by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;

(ii) access any third-party Accounts, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the Accounts on behalf of another user, all whether performed as a professional or otherwise. Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behaviour as a Forbidden Trading Practice with respective consequences as stipulated in these Terms.

8.3. Furthermore, the User shall not exploit the Services by performing trades without applying market standard risk management rules for trading on financial markets, this includes, among others, the following practices

(i) opening substantially larger position sizes compared to User's other trades, whether on this or any other User's account, or

(ii) opening substantially smaller or larger number of positions compared to User's other trades, whether on this or any other User's account

8.4. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.

8.5. If the User engages in any of the Forbidden Trading Practices described herein

(i) the Company may consider it as a failure to meet the conditions of the particular Challenge

(ii) the Company may remove the transactions that violate the prohibition from the User's trading history and/or not count their results in the profits and/or losses achieved by the demo trading,

(iii) to immediately cancel all Services provided to the User and subsequently terminate this contract, or

(iv) reduce the offered leverage of the Challenges on any or all Customer's accounts.

8.6. In case when some or all Forbidden Trading Practices are executed on one or more Accounts of one Customer, or Accounts of various Customers, or by combining trading through Accounts, then the Company is entitled to cancel all Services and terminate all respective contracts related to any and all Accounts and/or apply other measures defined in these Terms. The Company may exercise any and all actions as set forth in these Terms at its own discretion.

8.7. If any Monetized Demo 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 this account with a third-party provider and may result in cancellation of all such accounts and termination of respective agreements by the third-party provider.



8.8. If the User engages in any of the practices described in this section repeatedly, and the Company has previously notified the Customer in writing thereof, the Company may prevent the Customer from accessing all Services or their parts, including access to the User Area and Trading Platform, without any compensation. In such a case, the Customer is not entitled to a refund of the paid fees.

8.9. The Company does not bear any responsibility for trading or other investment activities performed by the User outside the relationship with the Company, for example by using data or other information from the User Area, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.

8.10. 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 USER'S DEMO TRADING ARE NOT A GUARANTEE OR INDICATION OF ANY FURTHER PERFORMANCE.

## 9. JOINX CAPITAL TRADERS

9.1. Upon successful completion of the selected and paid Challenge, the Company will recommend the User as a potential JoinX trader to the third-party company providing the Monetized Demo Accounts and the Company will transfer to this third-party company certain personal data of the User as described in the Privacy Policy; by accepting these Terms, the User expressly consents to and acknowledges this data transfer.

9.2. The User may be offered a contract to acquire a Monetized Demo Account by this third-party company at its sole discretion. The agreement between the User and the third-party company and its terms in relation to the Monetized Demo Account shall be strictly between the User and the third-party company, and the Company shall not be a party to such offer, nor does the Company have any further involvement.

9.3. The Company does not guarantee that the third-party company will enter into a contract with the User and open a Monetized Demo Account to the User, nor can the User claim to be a JoinX Capital Trader, even if the User has otherwise successfully completed the Challenge.

9.4. The User expressly acknowledges that the size of the Monetized Demo Account will in all cases be the same as the initial capital of the Challenge Account in which the User has completed the Challenge of his/her choice.

## 10. LIMITATION OF LIABILITY

10.1. The Company shall not be liable for any losses, whether hypothetical or otherwise, incurred through the use of demo or simulated trading services, or for any failure to meet criteria for passing the Challenges. The Company shall not be liable to the User or to any third party except by reason of acts that constitute gross negligence, bad faith, or intent to defraud on behalf of the Company.

10.2. Users acknowledge that trading in financial markets carries risks, even in simulated environments, and that the Company shall not provide any financial or investment advice.



10.3. The User shall acknowledge and agree that the Company is not a broker-dealer, and does not trade securities on its or another party's behalf as part of the Website or Services, nor the Company directly offers any financial advice as part of the Website or Services. The User shall also acknowledge and agree that the Company shall not be liable for any losses or gains that may arise from the activities of the User or reliance upon information provided through the sites or Services or the User's interaction with other users.

10.4. In no event shall the Company, its parents, subsidiaries, partners, or affiliates, or the respective service providers, employees, agents, officers, and directors of each be liable to the User for any indirect, incidental, special, punitive, exemplary, or consequential damages, including any lost profits, lost or corrupted data or lost opportunity, nor monetary harm or property damage even if the User or any other person has notified the Company about the possibility of such damages, or for any claims by any third parties, arising out of or in any way related to the access, use, or content, of our Website or Services or a linked website or in reliance of any tool, functionality information or other content available in connection with the Website or Services of the Company whether such claims are brought under any theory of law or equity. Due to the fact that some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the User. In such jurisdictions, the Company's liability shall be limited to the maximum extent permitted by the relevant law.

10.5. The Company reserves the right to modify, change, replace, add, or remove any elements and functions of the Website and/or Services and also these Terms at any time without any compensation. The Company shall not be responsible for failure to provide the Website and/or Services, if that failure occurs due to technical or operational reasons beyond its control, including, without limitation, if due to Force Majeure events or if the Company is prevented from providing the Website and/or Services as a result of any obligations imposed by law or a decision of a competent public authority.

10.6. In no event the Company shall be liable for any claim of any kind, whether based in contract, warranty, tort, strict liability, or otherwise, for any losses or damages arising out of, connected with, or resulting from these Terms or the performance or breach thereof, or any product or Service or the use or performance thereof, exceed the greater of (a) the amount paid by the User to the Company in the immediately preceding month for our Services. Due to the fact that some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the User. In such jurisdictions, the Company's liability shall be limited to the maximum extent permitted by law.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Website, the User Area, the Trading Platform and all Services, 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 JoinX or other third party licensors.

11.2. We shall use commercially reasonable efforts to grant you a limited, personal, revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable right to use the Website, the User Area, the Trading Platform and the Services and the Content for personal use only, including any revisions, releases, corrections, copies, modifications, derivatives, enhancements, updates, or upgrades thereto, in accordance with the terms of these Terms and subject thereto. For the avoidance of doubt, you do not acquire any rights whatsoever in and to the Website, the User Area, the Trading Platform, the





Services or the Content beyond the rights expressly granted herein, and any such use of the Website, the User Area, the Trading Platform, the Services or the Contents shall be in accordance with the Terms. We retain the right to review and monitor all use of the Website, the User Area, the Trading Platform or the Services to ensure compliance with these Terms.

11.3. The User expressly understands and agrees that it will not acquire any right, title, or interest in and to the Website, the User Area, the Trading Platform, the Services and the Content except as expressly provided in this Terms. All rights are reserved in relation to the Website, the User Area, the Trading Platform, the Services and the Content not expressly granted in the Terms.

11.4. Without our prior written authorization, the User will not and may not authorize any third-party to:

(i) allow a third party who has not been expressly and previously authorized to access or use the Website, the User Area, the Trading Platform, the Service and the Content in return for payment, not in return for payment, or free of charge.

(ii) translate, modify, adapt, copy, or reproduce the Website, the User Area, the Trading Platform, the Service and the Content, and/or merge all or part of those in other computer programs.

(iii) sublicense, lend, rent, distribute, commercialize, transfer, sell, resell, or divest the Website, the User Area, the Trading Platform, the Service and the Content in any manner.

(iv) develop a product or a service competing with the Website, the User Area, the Trading Platform, the Service and the Content, develop services identical or similar to the Services, develop any functionality of the Website, the User Area or the Trading Platform.

(v) proceed to reverse engineering, decompile, disassemble, or circumvent one of the mechanisms of the Website, the User Area or the Trading Platform, or seek to reconstruct or discover the source code of the Website, the User Area or the Trading Platform.

(vi) conceive a derivative work based on the Website, the User Area or the Trading Platform.

(vii) compile, collect, or assemble information pertaining to the Website, the User Area or the Trading Platform in order to make use of it commercially, create a product or service similar, identical to, or competing with the Website and the Service afford through the Website.

## 12. DISCLAIMERS

12.1. THE COMPANY DOES NOT GUARANTEE SUCCESS IN CHALLENGES OR ELIGIBILITY FOR MONETIZED DEMO ACCOUNTS.

12.2. SUBJECT TO APPLICABLE LAWS, OUR SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND, "WITH ALL FAULTS" AND "AS AVAILABLE". THE USE OF OUR SERVICES BY THE USER IS AT THE SOLE RISK OF THE USER. THE COMPANY AND ITS LICENSORS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION:

(I) ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VULNERABILITIES, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED;



(II) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR

(III) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR

(IV) THAT THE COMPANY'S SERVICES, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT ITS CONTENT IS ACCURATE, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

12.3. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR:

(I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT;

(II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT;

(III) THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES;

(IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; AND

(V) ANY SECURITY BREACH, SYSTEM VULNERABILITIES OR WEAKNESSES RESULTING BY CODING ERRORS, DESIGN FLAWS MALICIOUS CODE, MALWARE, BOTS, WORMS, TROJANS, BACKDOORS, EXPLOITS, CHEATS, FRAUD, HACKS, HIDDEN DIAGNOSTICS, OR OTHER MECHANISMS TO DISABLE SECURITY OR CONTENT PROTECTION.

(VI) ANY DELAYS IN THE EXECUTION OF DEALS OR REJECTION OF TRADES DURING MAJOR ECONOMIC NEWS RELEASES OR FINANCIAL EVENTS, WHETHER CAUSED BY THIRD-PARTY SYSTEMS, LIQUIDITY PROVIDERS, OR ADHERENCE TO INTERNAL TRADING RULES

12.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY, OUR RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, (COLLECTIVELY, "RELEASED ENTITIES"), OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ACKNOWLEDGES THAT HE/SHE HAS NOT ENTERED INTO THIS LEGAL RELATIONSHIP IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

12.5. THE COMPANY DO NOT WARRANT THAT THE USER'S ACTIVITIES OR USE OF THE SITES OR SERVICES ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. BY USING THE WEBSITE OR SERVICES, THE USER ACTS AT HIS/HER OWN RISK, AND REPRESENTS AND WARRANTS THAT HIS/HER



ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE HE/SHE ACCESSES OR USES THE WEBSITE OR SERVICES.

12.6. THE INFORMATION PRESENTED HAS BEEN PREPARED WITHOUT REGARD TO INDIVIDUAL INVESTMENT OBJECTIVES, FINANCIAL SITUATIONS OR MEANS. SUCH INFORMATION IS NOT, NOR IS IT INTENDED TO CONSTITUTE INVESTMENT ADVICE AND IS NOT DESIGNED TO MEET YOUR PERSONAL FINANCIAL SITUATION. MANY OF THE INVESTMENTS DESCRIBED ON OR THROUGH OUR WEBSITE OR SERVICES INVOLVE SIGNIFICANT RISKS OF LOSS,

AND ANY DISCUSSION OF RISKS CONTAINED ON THE WEBSITE OR SERVICES SHOULD NOT BE CONSIDERED A COMPLETE DISCUSSION OF RISKS INVOLVED. THE COMPANY RECOMMENDS THAT THE USER MAY CONSULT WITH HIS/HER FINANCIAL ADVISERS ABOUT INVESTMENT OPTIONS AND WHETHER ANY INVESTMENT MAY BE APPROPRIATE FOR THE SPECIFIC NEEDS PRIOR TO MAKING ANY INVESTMENTS. THE USER ACKNOWLEDGE AND AGREE THAT THE USER HAS THE SOLE RESPONSIBILITY FOR THE DECISIONS AND THAT THE USER SHOULD NOT RELY SOLELY ON ANY INFORMATION PROVIDED THROUGH THE WEBSITE OR SERVICES WITH REGARD TO ANY DECISIONS MAKE BY THE USER.

12.7. THE INFORMATION AND MATERIALS PROVIDED ON THE WEBSITE OR SERVICES IS NOT TO BE CONSTRUED AS AN OFFER TO BUY OR SELL, OR THE SOLICITATION OF AN OFFER TO BUY OR SELL, ANY SECURITY, FINANCIAL PRODUCT, OR INSTRUMENT, OR TO PARTICIPATE IN ANY PARTICULAR TRADING STRATEGY.

12.8. THE COMPANY RESERVES THE RIGHT TO REQUIRE USERS TO APPLY SPECIFIC RISK PARAMETERS TO ACCURATELY ASSESS RISK WITHIN THEIR ACCOUNTS. THESE PARAMETERS MAY INCLUDE, BUT ARE NOT LIMITED TO, LEVERAGE LIMITS OR POSITION SIZE CONSTRAINTS. IT IS IMPORTANT TO NOTE THAT THESE REQUIREMENTS MAY BE TEMPORARY IN NATURE AND SUBJECT TO PERIODIC REVIEW AND ADJUSTMENT BY THE COMPANY AS NECESSARY.

### 13. NON-PERFORMANCE AND DEFECTIVE PERFORMANCE

13.1. If you comply with these Terms in full and we do not provide the Service, you must first request us to perform. If we fail to perform without undue delay, but no later than 8 days, you shall be entitled to withdraw from the contract and request refund.

13.2. Without prejudice to section 13, if the Service lacks conformity, i.e. fails to meet the description in these Terms, you may exercise your rights from defective performance.

13.3. You must notify us of the defect immediately after you discover it. Rights from defective performance can be exercised by sending us an email notification to our contact email address (support@joinx.me).

13.4. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a proportionate discount. You may request a price reduction if we do not undertake to remedy the defect or to do so within a reasonable time and without prejudice to your interests, if it would be impossible or would involve disproportionate costs for us to do so, or if the defect recurs after the remedy or is of such a serious nature that it would give rise to an immediate price reduction. You are not entitled to correct the mistake or have others correct it.



13.5. You may withdraw from the contract if we do not undertake to remedy the defect or to do so within a reasonable time and without prejudice to your interests, or if your interest in making the remedy has ceased. There is no right of withdrawal for minor defects. The right of withdrawal can be exercised by sending a withdrawal notice to us by e-mail to [support@joinx.me](mailto:support@joinx.me).

#### 14. REFUND, WITHDRAWAL AND TERMINATION OF THE LEGAL RELATIONSHIP

14.1. If you are a consumer, you have the right to withdraw from the contract without giving a reason within 14 (fourteen) days from the day of the conclusion of the contract.

14.2. If you wish to exercise your right of withdrawal, you must send a clear statement of your intention to withdraw by electronic mail to [support@joinx.me](mailto:support@joinx.me). For this purpose, you may use the template form provided with the confirmation of conclusion of contract under point 3.5. You exercise your right of withdrawal in time if you send us your withdrawal notice before the deadline indicated above.

14.3. If you withdraw from the contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for all consideration paid by you. We will use the same method of payment as the one used for the original transaction for the refund, unless you expressly agree to a different method of payment; you will not incur any additional costs as a result of using this method of refund. This refund rule applies accordingly in all cases where you are entitled to payment of all or part of the fee paid under these Terms. However, there might be some 3<sup>rd</sup> party costs for a refund, such as payment processors and bank fees.

14.4. BY ACTIVATING THE CHALLENGE ACCOUNT AND LAUNCHING THE CHALLENGE, THE USER, IF A CONSUMER, EXPRESSLY ACKNOWLEDGES THAT IF HE/SHE ACTIVATES THE CHALLENGE WITHIN THE TIME LIMIT FOR EXERCISING HIS/HER RIGHT OF WITHDRAWAL, HE/SHE LOSES HIS/HER RIGHT OF WITHDRAWAL, GIVEN THAT BY ACTIVATING THE CHALLENGE, THE COMPANY WILL HAVE FULLY COMPLETED ITS SERVICE.

14.5. The contract concluded for the Challenges are concluded for a definite period until the Challenge is passed or failed in accordance with these Terms.

14.6. If the User does not activate the Challenge within 30 (thirty) calendar days of the date on which the Challenge Account was opened, the access of the User to the Challenge Account shall be suspended. The User can request the renewal of access via the User Area or by sending an e-mail to the Company (please see the e-mail address on the Website of the Company under Contact us) within 6 (six) months of the initial suspension, otherwise the Company shall terminate the contract provision of the Services without any right to a refund of the fee.

14.7. The contract also terminates automatically and with immediate effect in case the User during the Challenge does not open at least one demo trade during a period of 30 consecutive days.

14.8. Either Party may terminate this contract without cause by sending a written notice to the other Party at least 15 (fifteen) days in advance.

14.9. The Company may terminate this contract with cause and immediate effect when the provision of Services under these Terms would affect the ability of the Company to adhere to its legal obligations or orders or decisions of governmental bodies or other regulators.

14.10. Either Party has the right to terminate the contract with immediate effect and by means of an extraordinary notice provided with reasons in the event of a serious breach of the contract/Terms by the



other Party, especially if either Party is late in fulfilling its obligations under these Terms and does not comply within the additional deadline stipulated in the written notice of the other Party. If the User breaches any of the provisions of these Terms in a way that may cause damage to the Company (including damage related to the possibility of damage to the goodwill), in particular if the User engages in Forbidden Trading Practices or in any other way breaches the demo trading rules, or its obligation to trade in accordance with good business practice, or accesses the Services in breach of these Terms, or provides false information to the Company in relation his/her identity, it shall be considered a serious breach by the User. In such a case, the Company, in addition to being entitled to terminate the contract with immediate effect and to deny access to the User Account and the Trading Platform at the same time, is also entitled to refuse to provide any further Services to the User and thus to prevent the User from placing further orders.

## 15. CONFIDENTIALITY

15.1. Parties declare that they acknowledge that any kind of information and data concerning these Terms, provided Services and any related agreement which they have learnt during their legal relationship are to be handled confidentially and are not to be disclosed to anyone without the prior written approval of the Parties.

15.2. The Company has devoted a substantial amount of time and effort, and has incurred substantial costs, in developing its trading methods, systems, metrics, feedback, educational materials, training content and strategies made available to the User on the Website ("Confidential Information"). User agrees that Confidential Information is, in fact, confidential and proprietary to the Company and made available to the User subject to these Terms and solely as part of the Services.

15.3. The User shall not, without the prior written consent of the Company, except as required by any court, supervisory authority, or administrative agency, use or disclose Confidential Information to any person, other than an employee or agent of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of User's activities. In the event the User is required to disclose Confidential Information, the User shall immediately send notice to the Company of all facts and circumstances surrounding such disclosure including, but not limited to, what Confidential Information was disclosed, to whom such disclosure was made, and the purpose such disclosure was required.

15.4. Each Party hereby undertakes to the other Party to make all relevant employees, agents and subcontractors aware of the confidentiality of the information and provisions of this Terms and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and subcontractors with the provisions of this clause.

15.5. The Parties' confidentiality obligation shall remain for an indefinite period after termination of their legal relationship for any reason.

## 16. COMMUNICATION AND CONTACT

16.1. You acknowledge that all communication from the user in connection with the provision of Services will take place through either the User Area or your e-mail address, which you register with us. Written electronic communication by e-mail or through the User Area is also considered to be written communication.



16.2. Our contact e-mail address is support@joinx.me and our contract address is Kralja Nikole 27A/4, 81000 Podgorica, Montenegro.

## 17. CONFLICT OF INTERESTS

17.1. The User and the Company shall take all necessary measures to prevent any situation where the impartial and objective implementation of these Terms are compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests").

17.2. Any situation constituting or likely to lead to a conflict of interests during the implementation of these Terms shall be notified to the Company in writing without any delay. The User and the Company shall immediately take all the necessary steps to rectify this situation. The Company reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

## 18. WAIVER OF RIGHTS

The Company's failure to enforce or to exercise, at any time or for any period of time any term of or any right or remedy arising pursuant to or under these Terms shall not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect the right of the Company to enforce or exercise it later, provided that such right is not time barred, expired or precluded.

## 19. PRIVACY AND DATA PROTECTION

The Company is totally committed to protecting the privacy of the Users. In the course of using the Website and Services, the Company shall collect and store personal data. The personal data of the User shall be processed in accordance with our Privacy Policy. Information about our data collection and retention policies are provided in the Privacy Policy: (<https://www.joinx.capital/privacy-policy>).

## 20. FORCE MAJEURE

20.1. No party will be deemed to be in breach of these Terms, nor otherwise liable to the other for any failure or delay in execution of these Terms if it is due to any event beyond its reasonable control other than strike, lock-out or any kind of disputes, including without limitation, acts of God, war, fire, flood, tempest and national emergencies and the delayed party shall be entitled to a reasonable extension of time for performing such obligations.

20.2. Any party faced with force majeure shall formally notify the other party without any delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

20.3. The User and the Company shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of these Terms.

## 21. COMPLAINTS

21.1. If you have any complaints about our Services, you can contact us either in email or over the phone using the customer support contact details provided on the Website.

21.2. If you make a complaint over the phone, we will endeavor to investigate and resolve it promptly. If this is not possible, we will always take a record of your complaint and deal with it in accordance with the rules for written complaints.





21.3. We will respond to your written complaint and try to resolve it as soon as possible but in any event within 30 calendar days. We will always acknowledge receipt of your written complaint and will send our response to your complaint to your electronic contact details.

## 22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. The Company and the User shall try to settle all disputes arising out or in connection with these Terms in a peaceful manner.

22.2. These Terms and the related legal relations between the User and the Company shall be governed by and construed in accordance with the laws of Montenegro and the relevant Parties irrevocably agree that any dispute arising out of or in connection with these Terms and the related agreement shall be subject to and within the jurisdiction of the Montenegrin ordinary courts with regard to the registered office of the Company.

22.3. The provisions of clause 23.2. do not deprive the consumers of the protection afforded to them by the mandatory laws of any jurisdiction.

## 23. MISCELLANEOUS

23.1. No provisions of these Terms are not intended to deprive the User of those consumer rights which cannot be excluded by law.

23.2 The Company does not subscribe to any code of conduct in relation to the Services provided under these Terms.

23.3. These Terms constitute the complete terms and conditions agreed between the User and the Company and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written.

23.4. We may, for due cause, unilaterally amend these Terms from time to time in our sole discretion with effect for the contracts previously with the User. Due cause shall mean in particular but not limited to any event or change resulting from (1) a decision of an authority and / or an amendment of law or legal requirements which influences the quality and continuity of the Services provided to Users, the lawful operation of the Company, its business structure, or it results in a disadvantage for the beyond the normal commercial risks; (2) the way the technology is provided or the background processes; (3) the changing cost of running our business; (4) the management of the risks that exceed reasonable business risk. We may also amend these Terms in order to introduce new Services or products and to amend existing Services.

The Company shall inform Users of the essence of the changes of the Terms and the date of its entry into force, together with a notice of the right of termination to which Users are entitled, in the User Area, website or by e-mail at least 14 days before the change in the Terms is effective. If the User does not agree with the modification, the User is entitled to reject the changes if the modification(s) would adversely affect the use of the Services. The User must do so within 14 days of receipt of the notice, but no later than the last business day before the changes take effect, by sending a rejection notice to our email address. Upon receiving such rejection, the contract will be terminated. If the User does not reject the change, it is considered that the User agrees to the new version of Terms.

If the modification concerns the introduction of new services or additional features of existing Services, or if the modification is of exclusive benefit to Users, the Company may also communicate the above



information to Users within 30 days of the entry into force of the modifications, but no later than the day before the effective date. In such a case, Users shall not have the right to terminate the contract.

23.5. If any provisions or parts of these Terms are found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid, ineffective or unenforceable then that is replaced by a provision whose meaning is as close as possible to the invalid 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 these Terms, shall be applied and no rights and obligations shall be derived from them for the Parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Parties.

23.6. The Company may assign any claim arising to the Company from these Terms or any agreement to a third party without the consent of the User. You agree that the Company may, as the assignor, transfer its rights and obligations under these Terms or any agreement or parts thereof to a third party. The User is not authorized to transfer or assign the rights and obligations of the User under these Terms or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

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

These Terms are in force and last updated on December 1st, 2025.