

Terms & Conditions

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Who We Are

UBSPropfirm is an Online Funding and Growth Trading Program (the "Program"). UBSPropfirm is operated and regulated under the laws of the United States.

The Program offers hypothetically funded forex trading accounts with payment plans and growth scenarios that are beneficial to traders who meet the Program's trading requirements.

UBSPropfirm is not a broker, is not affiliated with any particular broker, and does not provide any financial trading services. UBSPropfirm does not invest client funds in the financial markets. Any funding of client accounts is hypothetical. UBSPropfirm is a brand and is privately owned. We are not affiliated or associated with UBS Bank or any investment fund financial services related to this Bank. UBSPropfirm does not operate as a Financial Institution of any kind, nor is it a Broker or Broker Marketing platform, and does not accept Investor funds. UBSPropfirm is aware of the regulatory requirements in the United States and operates in accordance with such laws.

Overview

This website is operated by UBSPropfirm. Throughout the site, the terms "we", "us", "our" and "our" refer to UBSPropfirm. UBSPropfirm offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our site. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the site or use any services.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – Trader Commitments

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

You may not use our products for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction (including but not limited to copyright laws) in the use of the Service. You may not transmit any worms, viruses or any code of a destructive nature. Violation or breach of any of the Terms may result in immediate termination of your Services. In the event that trading activities are found to violate any of our trading rules, as set forth in Section 14, we reserve the right to reduce payouts from 0% to 50%.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transmission over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service, or any contact information on the website through which the service is provided, without our express written permission. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Limited License UBSPropfirm grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, royalty-free license to use the Services for your customary and intended purposes. You are strictly prohibited from copying, framing, hacking, reverse engineering, scraping, or otherwise aggregating the Services, the UBSPropfirm Website, in whole or in part, without the prior written consent of UBSPropfirm.

You acknowledge and agree that your limited use of the Services does not grant you any license or intellectual property rights to any technology, intellectual property, copyright, trademark, or trade secret of UBSPropfirm or any third party contractor. You acknowledge and agree that your use of the Services is limited by the terms of this Agreement and you expressly agree that you will not use the Services in any manner not expressly authorized by the terms of this Agreement. UBSPropfirm reserves all of its rights not expressly granted in this Agreement. This license may be revoked at any time and any rights not expressly granted in this Agreement are reserved to the Company.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk.

This website may contain some historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) at any time without notice. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Platform Unavailability Policy and Account Transfers: If a client's chosen trading platform becomes unavailable due to circumstances beyond the control of UBSPropfirm, the company will provide the client with a free transfer to an alternative supported platform. Please note that previous trading history or profits cannot be transferred to the new account. In such cases, positive account balances will be adjusted to reflect the initial funding balance at the trading level at the time of the disruption.

SECTION 5 – PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All product descriptions or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - Creating an Account To register as a Trader, you may be asked to provide personal information, including but not limited to your name, email address, mailing address, telephone number, date of birth, a copy of your passport or driver's license, and a username and password for your unique account. The information provided is subject to UBSPropfirm's privacy policy which can be accessed here. The account will be your personal account and you may not share it with anyone else. You may also not purchase an account on behalf of a third party or have an account purchased for you by a third party. You will be responsible for maintaining the confidentiality of your username and password. If you suspect that your account has been compromised, you must notify UBSPropfirm immediately. Traders are limited to one active account per Audition level, unless prior written approval is given.

SECTION 7 INSTRUCTIONS

UBSPropfirm will display instructions regarding the Service on its website and via email upon account opening. These instructions, which may be changed from time to time in UBSPropfirm's sole discretion, are incorporated into this Agreement in its entirety. UBSPropfirm absolutely does not make any promises, guarantees or warranties, either

express or implied, regarding any performance evaluation, monetary payment or any other kind or form of compensation or award for your performance as a trader.

SECTION 8 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the site (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 9 – THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include materials from third parties. Third-party links on this site may redirect you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party website. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 – USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are not and shall be under no obligation (1) to keep any comments confidential; (2) pay compensation for any comments; or (3) respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, defamatory, libelous, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any third-party right, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain defamatory or otherwise unlawful, abusive or obscene content, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their

accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

SECTION 11 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 12– PROHIBITED CONDUCT

In addition to other prohibitions set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, degrade, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, nationality, or disability; (f) to submit false or misleading information; (g) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) collect or track the personal information of others; (i) to spam, phish, spoof, pretext, spider, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Traders must always use their own strategies and not rely on signals, bots, or software. Traders must also trade under actual market conditions. Any trading that takes advantage of demo account conditions or trading spreads is prohibited.

Using any arbitrage trading strategy that is expressly prohibited by the broker (the “Broker”) is strictly prohibited. Such prohibited trading activities (“Prohibited Trading”) include but are not limited to:

Exploiting errors or delays in pricing and/or platforms provided by the Broker.

Front-running trades executed elsewhere.

Trading activities that jeopardize the relationship between the Prop Account and any broker or are likely to result in the cancellation of the trade.

Trading methods that may result in regulatory complications for the Broker.

Using third-party services, off-the-shelf services, or account transfer services.

Using multiple IP addresses from multiple countries or IP masking.

Trading IPs must appear to be from the same region as the payment address.

Engaging in activities such as copy trading or hedging across multiple user accounts. This includes copying trades or strategies between different accounts to circumvent platform rules, exploit system vulnerabilities, or manipulate market outcomes.

If we identify any Prohibited Trading activity in your trading, your participation in the program will be terminated and any profit sharing will be reduced to 0%. In addition, prior to receiving a funded account, UBSPropfirm will review your trading activity in accordance with these Terms and Conditions to assess whether such activity constitutes Prohibited Trading. In the

event of Prohibited Trading, you will not be granted a funded account and you will be prohibited from opening another account.

SECTION 13 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14—TRADING PROGRAMS AND POTENTIAL RISKS

UBSPropfirm does not provide any training programs for traders. UBSPropfirm intends to identify individuals who have an aptitude for trading. UBSPropfirm does not provide live trading. However, UBSPropfirm may, at its sole discretion, occasionally import trades from traders into its account. Although UBSPropfirm may provide data, information, and content regarding investment methods and trading opportunities, such data, information, and content are provided for general informational and educational purposes only. UBSPropfirm does not invite you to take any action based on any information and materials provided by UBSPropfirm; You should not construe any such data, information or content as investment, financial, tax, legal or other advice.

UBSPropfirm also makes no representation that any data, information and content on its website is accurate or complete. You are solely responsible for evaluating the value and risks associated with the use of any such data, information and content. Accordingly, you agree to hold UBSPropfirm harmless from any claims for damages that may arise from any decisions you make based on the use of the data, information and content on its website.

Although UBSPropfirm does not provide you with the opportunity to invest actual currency, UBSPropfirm wants to ensure that you understand the risks associated with traditional investing. You should be aware that the risks involved in trading and investing are high and significant. It can work for you as well as against you. It may or may not result in significant losses. In addition, past performance is not indicative of future results.

Therefore, you should carefully consider whether trading and investing is appropriate for you based on your investment objectives, level of experience and risk tolerance. If you are unsure, you should consult your financial and/or tax advisor.

SECTION 15 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE DO NOT WARRANT, GUARANTEE OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT WE MAY REMOVE THE SERVICE INDEFINITELY OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES PROVIDED TO YOU THROUGH THE SERVICE (UNLESS WE EXPRESSLY STATE OTHERWISE) ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR NON-INFRINGEMENT. FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL UBSPropfirm, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE. LIMITED TO LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST DATA, REPLACEMENT COSTS OR ANY IMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF YOUR USE OF OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE. USE OF THE SERVICE OR ANY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCTS) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LIABILITY FOR

SECTION 16 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless UBSPropfirm and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 19 – REFUNDS

If you choose to leave our program or we terminate you as provided in Section 18, there are no refunds on any Service.

SECTION 20– ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 21 – APPLICABLE LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Georgia and other applicable laws of the United States.

SECTION 22 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 23– CONTACT INFORMATION

For any questions regarding the Terms of Service, please send them to info@UBSPropfirm.com.

CFTC Rule 4.41

There are certain limitations to simulated or simulated performance results. Unlike actual performance records, simulated results do not represent actual trading. In addition, because trades have not actually been executed, results may over- or under-compensate for the impact, if any, of certain market factors, such as lack of liquidity. In general, simulated trading programs are also subject to the fact that they are designed with the advantage of looking back. No representation is made that any account will or is likely to achieve profits or losses similar to those shown.