

# CITY TRADERS IMPERIUM EVALUATION TERMS & CONDITIONS

Welcome to City Traders Imperium Terms and Conditions, and thank you for looking at the website for City Traders Imperium (CTI, we, us, or the “Company”).

It is important that we make these terms and conditions available to you and that you understand them. Please read them immediately. It’s important that you do so before you use our website or sign up for our services.

These General Terms and Conditions govern rights and obligations in connection with the use of services provided by City Traders Imperium (the “Services”), offered mainly through “www.citytradersimperium.com” and its subdomains “www.academy.citytradersimperium.com” and “www.app.citytradersimperium.com” (together “the Websites”).

City Traders Imperium, a trade name of CTI FZCO with company number DSO-FZCO-21340 and registered address Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates (the “Company”), provides you (“Your, or “The Client”) with a limited license to use the services (the “Services”) offered by the Company subject to the terms and conditions contained herein (the “Agreement”).

## (1) INTRODUCTION

**(1.1)** This Agreement is a legally binding contract, and you have a duty to read this Agreement before using the accessing the Services offered by the Company. By using the Services, you are agreeing to the terms and conditions contained within this Agreement.

**(1.2)** You are under no obligation to use the Services if you do not agree to these terms unless you agree to these Terms. If you have any questions, please contact us via email at [support@citytradersimperium.com](mailto:support@citytradersimperium.com). If you do not agree to these terms and conditions, you must not use our site and discontinue using any of our services.

**(1.3)** By using our site, or signing up for our services, or where registration is not required, not later than by your first use of the services, you execute and enter into a contract with the company and confirm that you accept these terms and conditions and agree to comply with them.

**(1.4)** If you do not comply with the terms and conditions, the Company has the right to terminate this agreement with no refund policy.

**(1.5)** The Company provides you with limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free license to use the Services for its customary and intended purposes. You are expressly prohibited from scraping, framing, hacking, reverse engineering, crawling, or aggregating the Services, the Company Website, whether in whole or in part, without the prior written consent of the Company.

**(1.6)** You acknowledge and agree that your limited use of the Services does not entitle you to any license or intellectual property rights to any technology, intellectual property, copyrights, trademarks, or trade secrets of the Company or any third-party contractor thereof. 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 that is not expressly authorized under the terms of this Agreement. The Company reserves all of its rights not expressly granted through this Agreement.

**(1.7)** This license is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

**(1.8)** Remember that these are not our only terms and conditions. You also must to look at:

**(1.8.1)** Our [Privacy Policy](#): it tells you how we use personal data and more, so it's really important for you, and;

**(1.8.2)** [Challenge](#), [Instant](#), [FAQs](#), & [Conduct Policy](#): they tell you all the rules and guidelines you must comply with when using our services; and

**(1.8.3)** [Refund Policy](#): it tells you the fee structure, the refund and chargeback terms; and

**(1.8.4)** [AML Policy](#): It explains the company's commitments and processes to prevent, detect, and report attempts to use its services for money laundering or terrorist financing; and

**(1.8.5)** [Affiliate Agreement](#): it outlines the terms and conditions under which an individual or entity agrees to promote the services or products of the Company in exchange for a commission or fee.

## (2) NATURE OF SERVICES | EDUCATION

**(2.1)** The services provided by the company are strictly limited to educational and evaluation purposes to identify individuals with a talent for trading. The aim is to enhance Clients' understanding and proficiency in trading strategies within a RISK-FREE simulation environment. These services are intended for educational purposes only and do not involve any real-world trading or financial investment capabilities.

**(2.2)** All accounts made available through the services are simulated demo accounts, which stand as a valuable educational initiative designed to evaluate traders' performance and foster a comprehensive learning environment for all Clients. No live capital is traded, and no investment services are provided by the Company.

**(2.3)** Clients who successfully complete the Evaluation may, at the Company's sole discretion, be invited to enter into a separate agreement with 3rd-party regulated broker ("City Traders Imperium Limited"). The Company shall have no obligation to offer such an agreement, and the Company shall not be responsible for any claims or expectations relating to such 3rd-party agreement.

**(2.3)** The Services include offering access to educational materials, access to the Dashboard, tools for simulated demo trading alongside analytical tools, and other related services or by granting access to applications from the Company or 3rd-parties.

**(2.4)** Although the Company may provide data, information, and content relating to investment approaches and opportunities to make trades, such data, information and content is provided solely for general informational and educational purposes. The Company does not invite the Client to take any action based upon any of the information and materials provided on by the Company; you should not construe any such data, information, or content as investment, financial, tax, legal, or other kind of advice.

**(2.5)** The Company further does not make any representations that any data, information, and content on the Company website is accurate or complete. You alone will bear the sole responsibility of evaluating the merits and risks associated with using any such data, information, and content. As such, you agree not to hold the Company liable for any possible claims of damages that may arise from any decision that you make based upon the use of data, information, and content on the Company website.

**(2.6)** Any trading conducted via the Services is not actual trading and does not have any financial risk to the Client. The Client acknowledges that the fictional funds allocated for simulated demo trading are not real, and the Client has no entitlement to these fictitious funds outside their intended use within the Services. Specifically, these funds cannot be used for real trading, nor are you entitled to any payout of these funds. Unless explicitly agreed otherwise, the Client will not receive any compensation or rewards based on their simulated trading outcomes, nor will the Client be obligated to cover any losses incurred.

NONE OF THE SERVICES THE COMPANY OFFERS SHOULD BE VIEWED AS INVESTMENT SERVICES UNDER ANY APPLICABLE LAWS. THE COMPANY DOES NOT OFFER ANY ADVICE, DIRECTIONS, OR INFORMATION ON HOW TRANSACTIONS SHOULD BE CONDUCTED THROUGH THE SERVICES OR IN ANY OTHER MANNER, NOR ABOUT THE INVESTMENT TOOLS BEING USED. LIKEWISE, THE COMPANY DOES NOT ACCEPT ANY SUCH ADVICE, INSTRUCTIONS, OR INFORMATION FROM ANY CLIENT. THE SERVICES DO NOT INCLUDE INVESTMENT ADVICE OR RECOMMENDATIONS. NO ONE EMPLOYED BY OR REPRESENTING THE COMPANY IS AUTHORIZED TO GIVE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY COMMUNICATION OR STATEMENTS MADE BY THE COMPANY'S EMPLOYEES OR REPRESENTATIVES BE CONSTRUED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE COMPANY CATEGORICALLY DENIES SUCH INTERPRETATIONS AS BEING ADVICE OR RECOMMENDATIONS AND WILL NOT BE LIABLE FOR THEM.

### **(3) NON-REGULATED ACTIVITIES**

**(3.1)** The activities and services provided by the Company are non-financial in nature and involve only the use of simulated demo accounts. No real money is traded, held, or managed at any point, and the services should not be construed as financial trading or investment advice. It does not engage in regulated activities, ensuring that its operations align with regulatory guidelines. The Client subscribes to a service which gives the Client access to a virtual simulated demo account and analysis of the Client's strategy. Neither constitutes a regulated activity.

**(3.2)** The Company is not a financial institution or a broker, nor does it promote brokerage services. The Company does not invest the Clients money, ask for deposits, or trade clients' capital in financial markets. Additionally, the Company does not act or conduct services as a custodian.

**(3.3)** The fees paid by the Client are fees paid to undergo a test or exam and should not be considered deposits. All fees are used to cover operational costs, including but not limited to staff, technology, marketing, and other business-related expenses.

**(3.4)** The Company does not provide financial advice, investment services, or any other form of recommendations for real-world financial decisions. Any discussions, content, or tools provided as part of the services are purely for educational simulation purposes.

**(3.5)** The Company shall not be liable for any real-world financial decisions or actions taken by Clients based on skills, knowledge, or information derived from the use of the services. Clients are responsible for their financial decisions outside the scope of the simulation environment.

**(3.6)** Clients are solely responsible for ensuring that their participation in simulated trading complies with all applicable laws and regulations in their jurisdiction. This service is not intended to circumvent or replace any legal or regulatory requirements related to financial trading or investment advice.

## (4) PURCHASES

**(4.1)** The Client can order the Services through the website by completing the appropriate registration or order form. Upon the complete purchase of the services or access to certain portions of the Company website, the Company will make any said services, or access will be available to you following the approved transaction at the e-mail address provided by the Client. The Company may provide the services or access to certain portions to the Company's website at a monetary cost. Prices and availability are subject to change without notice. The Company may allow for such purchases within its website. It is your responsibility to thoroughly read and understand any such terms and conditions.

**(4.2)** All data the Client provides to us through the registration or order form, the Dashboard, or otherwise must be complete, true, and up to date. The Client must immediately notify us of any change in their data or update the data in their Dashboard. The Client is responsible for all the provided data being accurate and up to date; The Company is not obligated to verify the data.

**(4.3)** The sign-up fee varies according to the option selected and depends on the amount of the initial balance, the program objectives that must be fulfilled so that the conditions of the Challenge or Evaluation, and possibly other configurations. The final fee will be determined based on the option the Client selects when completing the registration form. The Company reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Company at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Company.

**(4.4)** All refunds are governed according to our [Refund Policy](#). If the Client is deemed "high risk" by our payment processors we may require you to provide additional documentation or information in order to proceed. Failure to provide the requested documentation and information within twenty-four (24) hours of said request may result in your use of and access to the Services being revoked. The documentation and information supplied does not guarantee that this status will be revoked and may still be subject to ineligibility.

**(4.5)** If the Client lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Client's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Company is entitled, at its own discretion, to stop providing to the Client any Services and refuse any future provision of any services.

**(4.6)** The Company 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. 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.

**(4.7)** The Client activates the simulated demo account by opening the first simulated demo trade in the Trading Platform. The Client acknowledges that, by opening the first simulated demo trade, the Client expressly demand the Company to provide the complete Services and loses the right to receive a full refund.

**(4.8)** If the Client does not use the Services within 30 calendar days of the date on which it was made available to the Client or their last activity, their access to it will be suspended.

**(4.8.1)** In case the client did not use the Services after purchase, the Client can request the renewal of access via the email by sending an e-mail to [support@citytradersimperium.com](mailto:support@citytradersimperium.com) within 3 months of the initial suspension, otherwise the Company will terminate the Services without any right to a refund of the fee.

**(4.9)** If the Client places an unusually large number of purchases for the Services within an unreasonably short period of time, the Company may notify the Client via email as a protective precaution to mitigate potentially harmful behaviour of the Client. If such unreasonable behaviour continuous after such notice, the Company reserves the right to suspend any further orders of the Services by the Client. If the Company identifies that the unusual behaviour as per this paragraph relates to the Client's involvement in Forbidden Trading Methods outlined in section (9) of this Agreement, the Company reserves the right to determine, at its own discretion, the nature of the behaviour described above and reasonable boundaries for such determination.

**(4.10)** In order for the Client to meet the conditions of the Services, the Client must meet the objectives as represented on the [Challenge](#), [Instant](#), and [FAQs](#).

**(4.10.1)** If the Client has met the conditions specified in clause (4.10), and at the same time has not violated the Terms and Conditions of this Agreement, the Company will review the simulated demo account and data provided by the Client and may move the Client to the next available level free of charge. The Company does not have to review the simulated demo account if the Client has not closed all trades.

**(4.11)** If during the use of the Company's Services the Client does not comply with any of the terms and conditions specified in this Agreement, the Client will not be allowed access the Services provided by the Company. In such cases, the Client's accounts and Services will be cancelled without refund of fees already paid.

**(4.12)** When the Company evaluates the Client as successful, it's in no way a guarantee that the Client's will continue to be accepted in the future if they violate any of the terms and conditions in this Agreement. The Company is not responsible for Client being rejected for any or no reason.

## **(5) PAYMENT TERMS**

**(5.1)** The fee paid at the time of registration is not a deposit into a trading account. The fee is a one-time payment charged to access to the Company's educational materials, access to

the Dashboard, tools for simulated demo trading alongside analytical tools, and other related services or by granting access to applications from the Company or 3rd-parties to evaluate the Client's trading skills for educational purposes only.

**(5.2)** The Company does not levy any monthly or recurring fees during the tenure of this Agreement.

**(5.3)** The client acknowledges and agrees that once access to the Company's Dashboard is granted and at least one transaction has been executed on the demo account, the Client shall refrain from disputing the payment or initiating any chargebacks. This agreement is binding from the moment of the first transaction and is enforceable under the terms and conditions of this Agreement.

**(5.3.1)** In the event that a client initiates a chargeback or dispute while having an active account, The Company reserves the right to suspend all accounts associated with the Client until the Client compensates the Company for the full amount of the disputed fee plus any admin fees charged by the payment gateway.

**(5.3.2)** Should the Client win the chargeback or dispute, the Company reserves the right not to restore the disputed account at any future date.

**(5.3.3)** If a Client desires to reestablish their relationship with the Company at a future date, the Client is required to settle the full amount of the previously disputed account(s) fee(s), in addition to the fee for any new account in cryptocurrency. This measure is in place to prevent any further instances of unjustified chargebacks and to cover administrative fees that deal with such chargebacks and the client will not be allowed any future transactions using card payments.

**(5.4)** The Client is not entitled to a refund of the fee if the Client cancels the Client's Dashboard or requests the cancellation by e-mail, if the Client terminates the use of the Services or the contract (for example, fails to complete the test), or fails to meet the Terms and Conditions of this Agreement.

**(5.5)** The Company reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.

**(5.6)** The fees for the Services are denominated in USD. Payment of these fees in other currencies is not permitted. Also, all fees are exclusive of all taxes or payment processing fees.

**(5.7)** The Client may settle the fee for the chosen service option using a Payment Card, Bank Transfer, Crypto Currency, or through other payment methods currently made available by the Company on the website.

**(5.7.1)** In the event of payment by a payment card, or Crypto Currency, via any other express payment method, the payment shall be made before using the Services.

**(4.7.2)** In case of payment via bank transfer, the Company will provide the Client with an invoice in electronic format for the selected fee amount. The Client is obliged to pay the specified amount within the timeframe indicated on the invoice. The fee is considered fully paid once the entire amount is received in the Company's bank account. Should the Client fail to make the payment within the specified period, the Company reserves the right to cancel the order. The Client is responsible for all transaction fees imposed by the chosen payment service provider, in accordance with the Company's current fee schedule, and must ensure the full payment of the fee.

## **(6) WHO CAN REGISTER FOR THE SERVICES?**

**(6.1)** The Company does not tailor its website and services to individuals in countries where the use of its website and services is prohibited by local laws or regulations. Users accessing the website from locations where its use may be restricted are responsible for ensuring compliance with local laws or regulations. The Company does not claim that the information on its website is suitable for all jurisdictions.

**(6.2)** The Services are designed exclusively for individuals aged 18 and older, residing in countries where the Services are offered. By registering on the Website, the Client affirms that he or she are at least 18 years old. Individuals under 18 are not permitted to use the Services.

**(6.3)** The Client commits to accessing the Services only from countries where they are available. Also, the Client recognizes that access to and use of the Services might be limited or illegal in certain countries and agrees to access and utilize the Services only in a manner that complies with the relevant laws.

**(6.4)** The Services are not designed for large organizations, a group of individuals, traders copying signals from other traders, traders using any prop firm passing services, or account management services.

**(6.5)** The Company will not offer Services to any Client who:

**(6.5.1)** Nationals or residents of the following Restricted Jurisdictions: Syria, North Korea, Cuba, or Iran;

**(6.5.2)** a company is established, incorporated, or maintains a registered office within Restricted Jurisdictions;

**(6.5.3)** is under international sanctions; or

**(6.5.4)** possesses a criminal record related to financial crime or terrorism.

**(6.5.5)** owners or the management of a competitive firm.

**(6.6)** The Company retains the authority to decline, limit, or end the delivery of Services to any Client under this Section at any time. Such Clients are barred from using the Services.

## **(7) KYC PROCEDURE & DUE DILIGENCE**

**(7.1)** The Client consents to provide the Company with any Know Your Client (KYC) information requested by the Company at any point, which includes, but is not limited to, the following requirements:

**(7.1.1)** Proof of Identity: A valid form of identification such as an ID card, Passport, or Driving License, which must have at least 3 months remaining before expiration.

**(7.1.2)** Proof of Address: A recent document — including but not limited to a Utility Bill, Bank Statement, Government Document, or Broadband Bill — that is dated within the last 3 months and confirms the Client's address.

**(7.1.3)** A Selfie Verification: A Photo or Video live verification of the Client through 3<sup>rd</sup> party KYC Verification SumSub.

**(7.2)** The Company reserves the right to monitor the client's activities and conduct due diligence to ensure continuous compliance with this Agreement and maintain the integrity of its Services.

**(7.2.1)** The Company may contact the Client to request additional information, recording a video, clarification, or explanation regarding their demo trades or activities. The client must respond to such inquiries within 24 hours of receiving the request.

**(7.2.2)** The Company may request trading statements or related documentation from previous or current proprietary trading firms or brokers the client has used or is using.

**(7.2.3)** The Company may request documentation or source code to review trading algorithms or API connections used to trade the simulated demo account.

**(7.2.4)** The Company may seek references or feedback from other proprietary trading firms or similar entities to assess the client's background, trading behaviour, and professional conduct, or chargeback history.

**(7.2.5)** The Company may perform additional identity verification checks from time to time throughout the duration of this agreement.

**(7.3)** Failure to comply with the Company's due diligence requests or provide the necessary information in a timely manner will be considered a material breach of this Agreement and may result in termination of the client's participation in the any of the Company's Services.

## **(8) THE CLIENT'S OBLIGATIONS AND RESPONSIBILITIES**

**(8.1)** The Client represents and warrants that they shall, at all times during the term of this Agreement be responsible for ensuring that their activities under this Agreement comply with all laws, regulations, and rules applicable within their jurisdiction.

**(8.1.1)** The Client shall indemnify and hold the Company and any third parties and any of their employees, suppliers, officers harmless from any damages, penalties, fines, costs, or losses that they may incur as a result of the Clients' failure to comply with such legal requirements.

**(8.2)** The Client acknowledges that in order to use our Services, the Client must obtain the appropriate technical equipment and software, including third-party software at their own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at their own risk and expense. The Company does not warrant or guarantee that the Services will be compatible with any specific equipment or software. The Company does not charge any additional fees for the internet connection.

**(8.3)** The Client acknowledges that the operators of trading platforms are persons or entities different from the Company and that their own Terms and Conditions.

**(8.4)** The Client agrees that all activities under this Agreement will be conducted on a simulated demo account for the purpose of evaluating the skills of the Client without any actual financial risk or losses for the Client.

**(8.5)** The Client agrees to not trade on one or multiple demo accounts in coordination with other traders.

**(8.5.1)** For the avoidance of doubt, the Client is allowed to share and discuss trading ideas with other traders; But must not directly or indirectly use other traders' signals or ideas for executing trades on the demo account. The Company seeks independent traders who can provide the Company with trading ideas based on the Client's own unique analysis and strategies.

**(8.6)** The Client will have full control over the Services and agrees to be the sole individual using the Company's Services. The Client is obligated to promptly inform the Company via email if their credentials are lost or stolen.

**(8.7)** The Client must use their own name and not the name of another person to purchase or using the Company's Services. The Client must not sign-up under any 3rd-party names or entities.

**(8.8)** The Client must perform the evaluation in alignment with the Terms and Conditions set forth in this Agreement.

**(8.9)** The Client will not be liable for any losses as a result of using the Services. However, the Client agrees to use and act in good faith while using the Services.

**(8.9.1)** Both the Client and the Company undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Client and the Company will resolve any possible disagreements or disputes between them in accordance with this Agreement and the applicable law.

**(8.10)** The Client agrees that in the event of any unwarranted abuse towards any of the Company's staff members, the Company reserves the right to immediately terminate this agreement without prior notice. Following such termination, the Client will lose access to all Services previously provided by the Company, and no refunds will be issued.

**(8.11)** Should the Client violate any Terms and Conditions, they will forfeit their right to receive any rewards or continue to use the Services. The Client has the opportunity to reapply should they choose to adhere to the Terms and Conditions stipulated in this Agreement.

**(8.12)** The Client agrees to be interviewed by the Company at any time to better understand the Client's background, and goals. The interview may cover topics related to trading experience, risk tolerance, and other relevant factors.

**(8.12.1)** Failure to comply with the interview requirement upon request by the Company may result in the termination of this Agreement.

**(8.12.2)** The trader acknowledges and agrees that the Company may use the information gathered during the interview for marketing and promotional purposes. This may include but is not limited to, showcasing success stories, testimonials, and other relevant information on the Company's website, promotional materials, and social media channels. Any personal and sensitive information will be handled in accordance with the Company's Privacy Policy and applicable data protection laws.

**(8.13)** The Client agrees to refraining from engaging in any Prohibited Trading Methods as outlined in our section (9) of this Agreement. The Client also agrees that the Company is entitled to take appropriate measures as detailed in section (12) of this Agreement in response to any violations. Additionally, the Company retains the sole authority to define the scope of the behaviours mentioned and set reasonable criteria for such determinations.

**(8.14)** Each Client is allowed only a single Client Profile, and all Services availed to the Client must be managed within the Dashboard.

**(8.14.1)** The number of demo accounts for each Client Profile might be restricted, based on either the cumulative initial balance of the Services purchased by the Client or other criteria. Unless specifically permitted by the Company, Clients are not allowed to transfer initial balance amounts between different Services or to merge them in any way. Furthermore, transferring or combining the Clients performance, service parameters, data, or any other related information across different products is also not permitted.

**(8.15)** Access to the Services is secured with login credentials, which the Client is prohibited from disclosing or sharing with any third party. The Client assumes full responsibility for all actions taken through the Services. The Company bears no responsibility of any liability, and the Client has no right to compensation, for any improper use of the Services. Moreover, the Company is not accountable for any negative consequences effects on the Client resulting from such misuse, if any misuse occurs for any reasons on the part of the Client.

**(8.16)** The Client acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Company bears no responsibility, and the Client is not entitled to any compensation, for the unavailability of the Services and for any damage or loss of any data or other content that Client uploads, transfers, or saves through the Services.

**(8.17)** The Client may at any time request the cancellation of the Services by sending an e-mail to [support@citytradersimperium.com](mailto:support@citytradersimperium.com).

**(8.17.1)** Sending a request for the cancellation of the Services is considered as a request for termination of the contract by the Client, with the Client being no longer entitled to use any of the Services. The Company will immediately confirm the receipt of the request to the Client by e-mail, whereby the contractual relationship between the Client and the Company will be terminated. In such a case, the Client is not entitled to any refund of the fees already paid or costs otherwise incurred.

**(8.18)** The Client acknowledges that different market conditions can cause spreads to vary accordingly. At high volatility events, such as during high-impact economic releases, or at the end of each day, between 00:00 and 02:00 platform time may cause spreads to be significantly increased without prior notice.

**(8.19)** The Client acknowledges that the commission is fixed at \$2.5 per lot per side for FX, Commodities, and \$0.25 per lot per side for indices. Crypto will have no commissions charged.

**(8.20)** The Client acknowledges that sometimes the markets may gap significantly or move fast within seconds during high volatility events, or unexpected news. Any orders placed at prices with no quotes will be filled at the next available price. This may result in opening the trade at a less favourable price in cases of Market Orders or Stop Orders. Slippage can also occur when there is a delay between the trade being ordered and when it's completed. Therefore, Company does not guarantee to compensate the Client for any slippages that might occur.

## **(9) RULES THE CLIENT MUST ABIDE BY**

**(9.1)** The Client is permitted to execute any demo trades, provided they do not involve Prohibited Trading Methods or practices as outlined in clause (9.2). Furthermore, The Client agrees to follow market standards and practices for trading on financial markets, such as rules related to risk management. It's important to note that the Clients activities may be subject to limitations may be imposed by the trading conditions of the Trading Platform the Client has chosen.

**(9.2) Forbidden Trading Methods:**

**(9.2.1)** It is prohibited to use any of the trading methods listed in our FAQs section under "[Prohibited Trading Methods](#)".

**(9.2.2)** Knowingly or unknowingly use trading strategies that exploit errors in the services such as errors in display of prices or delay in their update;

**(9.2.3)** Perform trades using an external or slow data feed; perform, alone or in concert with any other persons, including between connected accounts, or accounts held with other entities, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions;

**(9.2.4)** Perform trades in contradiction with the Terms and Conditions of the Company and the trading platform or rules set out in the [FAQs](#);

**(9.2.5)** 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;

**(9.2.6)** 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) near the end of the trading day with the intent to profiting from the market gap between when the market closes and reopens on the subsequent trading day, as determined by the Company in its sole and absolute discretion; Or

**(9.2.7)** Otherwise perform trades in contradiction with how trading is actually performed in the forex market or in any other financial market, or in a way that establishes justified concerns that the Company might suffer financial or other harm as a result of the Client's activities including but not limited to overleveraging, overexposure, one-sided bets, account rolling.

**(9.2.8)** Attempting to arbitrage an challenge account with another account with the Company or any third-party company, as determined by the Company in its sole and absolute discretion.

**(9.2.9)** You are also prohibited from trading with multiple accounts of the same size to exploit market conditions or the firm. The Company reserves the right to determine whether trading with multiple accounts of the same size is allowed and may breach and refund some of your accounts if they do not align with our risk appetite.

**(9.2.10)** the Company reserves the right to disallow or block any Trader from participating in the program for any reason, in the Company's sole and absolute discretion.

**(9.3)** The Company bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of service for whatever reason, or delay or inaccuracy in the market information.

**(9.4)** The Client acknowledges that the Company has access to information about the demo trades that the Client performs on the Trading Platform. The Client grants the Company 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 Client grants the Company and these persons/entities consent and authorization to handle this information at their own will. The Client agrees that these activities may be performed automatically without any further consent, consultation, or approval on the Client part being necessary, and that the Client is not entitled to any remuneration or revenue associated with the use of the data by the Company. The Company is aware that the Client does not provide the Company with any investment advice or recommendations through the Client's demo trading. Also the Client acknowledges that the Client may suspend their demo trading on the Trading Platform at any time.

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

**(9.6)** If the Client engages in any of the Forbidden Trading Methods described in Clause (9.2), or any trading style that we deem too risky will result in (a) a retake, or (b) the Company may consider it as a failure to meet the conditions of the Services, or (c) the Company may remove the transactions that violate the prohibition from the Client's trading history and/or not count their results in the profits and/or losses achieved by the demo trading, (d) to immediately cancel all Services provided to the Client and subsequently terminate this contract, or (e) reduce the offered leverage on products to 1:5 on any or all Client's accounts, or limit the max risk per trade to 1% at any time.

**(9.7)** In case when some or all Forbidden Trading Methods used are executed on one or more accounts of one Client, or accounts of various Clients, then the Company is entitled to cancel all Services and terminate all respective contracts related to any and all Client's accounts and/or apply other measures in Clause (9.6). The Company may exercise any and all actions in section (12) at its own discretion.

**(9.8)** If any Client's accounts were used for or were involved in the Forbidden Trading Methods, this may and will constitute a breach of respective Terms and Conditions for Client's account with third-party provider and may result in cancellation of all such Client accounts and termination of respective agreements by the third-party provider.

**(9.9)** The Company does not bear any responsibility for trading or other investment activities performed by the Client outside the relationship with the Company, for example by using

data or other information from the Dashboard, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Client uses for such trading the same Trading Platform that the Client uses for demo trading.

**(9.10)** The Client Acknowledges that developments in financial markets are subject to frequent and abrupt changes and the demo trading may not be profitable and can lead to significant financial losses. Any previous performances and positive or negative values of the Client's demo trading are not a guarantee or indication of any future performance.

## **(10) COMMUNICATION WITH THE COMPANY**

**(10.1)** Email, which you register with us, Discord, or Live Chat serve as the recognized channels for communication between the Client and the Company. For additional communication support, the Company can make Phone Calls and Zoom available for the Client. You acknowledge that all communication from the Company or its partners in connection with the provision of Services will take place through these communication channels.

**(10.2)** The Company commits to real-time engagement within business hours and strives to offer prompt and dependable services to its Clients.

**(10.3)** Signing up for any of the Services requires the Client to submit a legitimate name and email, and KYC to facilitating immediate interaction with the Company's staff.

**(10.4)** Should the Client not reply to the Company's emails or submit incorrect information, the Company reserves the authority to either suspend and/or terminate this Agreement.

**(10.5)** All information the Client provides to the Company, whether through the Website, the Dashboard, or any other means, must be accurate, truthful, and current. The Client is required to promptly inform the Company about any changes to their information or update their details in the Dashboard. The Client bears full responsibility for the accuracy and currency of all provided information; the Company is not required to validate this data. The Company retains the authority to end this Agreement immediately if any information the Client provides is found to be false.

**(10.6)** Under the stipulations of this Agreement, neither involved party shall suffer disadvantage due to unintentional mistakes or oversights, provided that such inaccuracies are rectified swiftly after their discovery.

**(10.7)** Should an unintentional error or oversight be identified by either party, suitable corrections will be implemented as promptly as feasible to fully rehabilitate all parties to the state they would have occupied had the error or omission not transpired.

## **(11) DISCLAIMER**

**(11.1)** You acknowledge that the services and other content are provided "as is" with all their errors, defects and shortcomings, and that their use is at your sole responsibility and risk. To the maximum extent permitted by the mandatory laws, The Company disclaims any

statutory, contractual, express, and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or noninfringement of any rights.

**(11.2)** To the extent permitted by the mandatory provisions of the applicable laws, The Company is not responsible for any harm, including any indirect, incidental, special, punitive or consequential damages, including lost profit, loss of data, personal or other non-monetary harm or property damage caused as a result of use of the services or reliance on any tool, functionality, information or any other content available in connection with the use of the services or elsewhere on the website. The Company is not responsible for any products, services, applications or other third party content that the Client uses in connection with the services. In case The Company's liability is inferred in connection with the operation of the website or provision of the services by a court of justice or any other competent authority, this liability shall be limited to the amount corresponding to the fee paid by the Client for the services in connection with which the Client has incurred the loss.

**(11.3)** The Company reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

**(11.4)** The Company is not responsible for its failure to provide the Services if that failure occurs due to serious technical or operational reasons beyond The Company's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other force majeure events, and/or if The Company is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.

**(11.5)** The provisions of section (11) are not intended to deprive the Client of the Client's consumer or other rights that cannot be excluded by law.

## **(12) VIOLATION OF THE TERMS AND CONDITIONS**

The termination of the Services Program Agreement may occur for any of the following reasons:

**(12.1)** If the Client violates any provision of this Agreement in a manner that may cause any harm to the Company, in particular, if the Client accesses the Services in conflict with section (6) or the [Conduct Policy](#), if the Client provides incomplete, untrue or non-updated information, if the Client acts in a manner that may damage the Company's good reputation, if the Client violates the demo trading rules pursuant to section (9), the Company may prevent the Client from ordering any other services and completely or partially restrict the Client's access to all or only some services without any prior notice and without any compensation.

**(12.2)** When accessing the Services and other Content, the following is prohibited:

**(12.2.1)** to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;

**(12.2.2)** to circumvent geographical restrictions of availability or any other technical restrictions;

**(12.2.3)** to make copies or back-ups of the Website and other Content;

**(12.2.4)** to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;

**(12.2.5)** to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;

**(12.2.6)** to use automated means to view, display or collect information available through the Website or Services; and

**(12.2.7)** to use any other tools or means the use of which could cause any damage to The Company.

**(12.3)** The termination of the Services can occur due to the Client's inability to adhere to the terms and conditions of this Agreement.

**(12.4)** Reaching any of the Max Absolute Drawdown "MAD", Max Daily Drawdown "MDD", or Max Trailing Drawdown "MTD". The Drawdown calculation varies in accordance with each of the Services and options provided on this website. For more information on MAD, please visit our [FAQs](#).

**(12.5)** 30 days of inactivity on any demo account. The Company will send two emails to remind the Client to take at least one transaction within each 30 calendar days. Failing to take any transactions within 30 calendar days from the date of the last transaction's close or open date will cause the termination of this Agreement.

**(12.6)** The misuse or abuse of the Services that is in violation of this Agreement and prohibited trading styles.

**(12.7)** The use of the Services for any other purpose than the authenticity of the individual trading.

**(12.8)** Failure of the Client to provide valid KYC documents requested by the Company.

**(12.9)** The Company will send to the Client's email an Official Notice of Termination via email upon terminating this Agreement for any of the reasons above and may lose access to the Company's Dashboard.

**(12.10)** The Client can sign up again for any of the Services, regardless of past terminations, as long as the Client complies with the Terms and Conditions of this Agreement upon the most recent sign up. Nevertheless, the Company has the right to refuse to re-sign up at its own discretion. The Client agrees that at all times, the Company has the right to terminate this Agreement as it sees fit to its risk tolerance.

**(12.11)** The Client reserves the right to terminate this Agreement at any time, with or without specifying the cause. Termination on the Client's part can be achieved by discontinuing the use of the service and ensuring the deletion and destruction of all materials derived from the service.

**(12.12)** The Client acknowledges and agree that the Company retains the unilateral right to terminate this Agreement or suspend the Client's access to the services without prior notice and at any given moment, effective immediately. Such termination can be with or without cause. This Agreement will cease automatically without notice from the Company should you fail to adhere to any terms outlined in this Agreement.

**(12.13)** Following the termination of this agreement, either by the Client or the Company, the Client are obligated to promptly delete and destroy all materials obtained through the service, including all copies of such materials, whether made under the terms of this Agreement or otherwise. The Company will not bear any liability towards the Client or any third party for the consequences arising from the suspension or termination of the Services, including any claims related to the termination or suspension of the Services. It is important to understand that termination is a serious action aimed at protecting the rights and obligations of both parties involved and should be enacted with a full understanding of the responsibilities and repercussions that it entails.

### **(13) RIGHT TO WITHDRAW FROM A CONTRACT**

**(13.1)** The Client has the right to withdraw from a contract without giving a reason within 14 days of its execution. PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

**(13.2)** Your withdrawal from the contract must be sent to our e-mail address support@citytradersimperium.com within the specified time limit. We will confirm the receipt of your email to you via email without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them. The Company is entitled to withdraw from the contract in the case of any breach by the Client specified in section (9). The withdrawal has effect from the day of its delivery to the e-mail address of the Client or through the Dashboard.

### **(14) ACCESS TO OUR SITE**

**(14.1)** The Company provides access to this website free of charge.

**(14.2)** The Company cannot guarantee uninterrupted access. The Company reserves the right to suspend, withdraw, or restrict availability partly or wholly due to business and operational needs. The Company will endeavour to notify the Client reasonably ahead of any such interruptions.

**(14.3)** The Website and all Services, including the Dashboard Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics,

design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the “Content”), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Company or the Company’s licensors. The Company grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Company or the Company’s licensors.

**(14.4)** All trademarks, logos, trade names, and other designations are the property of the Company or Company’s licensors, and the Company does not grant you any authorization to use them.

**(14.5)** Except for the rights expressly set out in this Agreement, the Company does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in this Agreement.

**(14.6)** The provisions of Section (15) are not intended to deprive the Client of the Client’s consumer rights which cannot be excluded by law.

## **(15) DEFECTIVE PERFORMANCES**

**(15.1)** If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Company does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address or at our address. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract.

**(15.2)** We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address [admin@citytradersimperium.com](mailto:admin@citytradersimperium.com).

## **(16) REVIEW OF TERMS AND CONDITIONS**

**(16.1)** We periodically update our Terms and Conditions to serve you better and comply with regulatory updates. It is the Client’s responsibility to review these terms regularly to stay informed about any changes. Each time the Client uses our website, the Client must ensure to check and fully understand the prevailing terms and conditions prior to signing up.

**(16.2)** The Company retains the authority to amend these Terms and Conditions in the future. The Client will be bound by these modifications or will be formally invited to withdraw from the program if they wish to not comply with the new Terms and Conditions.

**(16.3)** The Company reserves the right to change these Terms and Conditions from time to time with effect for the contract previously entered into by the Client. If the Client does not

agree with the change, the Client is entitled to reject it. The Client must do so by sending the rejection to our e-mail address [support@citytradersimperium.com](mailto:support@citytradersimperium.com). Upon receiving such rejection, the contract will be terminated. If the Client does not reject the change, it is considered that the Client agrees to the new version of this Terms and Conditions.

**(16.4)** The Company will mainly change this Agreement for the following reasons:

**(16.4.1)** to introduce new services or products or amend existing services or products;

**(16.4.2)** to reflect legal or regulatory requirements that apply to The Company;

**(16.4.3)** when The Company will try to make these Terms and Conditions easier to understand or more helpful to the Client;

**(16.4.4)** to adjust the way our Services are provided, particularly if the change is needed because of a change in the way the technology is provided or background processes; to reflect changes in the cost of running our business.

## **(17) JURISDICTION: GOVERNING LAW AND EXCLUSIVE JURISDICTION**

**(17.1)** This document and the mutual relationship it governs shall be construed in accordance with the laws of the United Arab Emirates. Both parties hereby agree to confer exclusive jurisdiction to the courts of the United Arab Emirates to settle any disputes arising out of or in connection with this Agreement, any related agreements, or the relationship it oversees.

**(17.2)** By accepting this Agreement, both the Client and the Company agree to exclusively initiate or defend any legal proceedings in connection with this agreement in the courts located within the United Arab Emirates, waiving any objection to the jurisdiction of such courts over disputes arising from this agreement.

**(17.3)** This jurisdictional clause aims to maintain legal certainty and fairness, with the assurance that all disputes will be resolved under the established legal doctrines and precedents of the United Arab Emirates' judicial system.

## **(18) DURATION AND TERMINATION OF THE CONTRACT**

**(18.1)** The contract is concluded for a definite period until the Services is passed or failed in accordance with the Services respectively.

**(18.2)** The contract may be terminated by either party earlier in accordance with this Agreement. The contract terminates automatically and with immediate effect in case the Client during using the services does not open at least one demo transaction during a period of 30 consecutive days.

**(18.3)** Notwithstanding clause (19.2) the Company may terminate this contract with cause and immediate effect when the Services under contract would affect the ability of the

Company to adhere to its legal obligations or orders or decisions of a governmental bodies or other regulators.

**(18.4)** Either Party may terminate this contract without cause by serving a written notice in accordance with Section (12) on the other Party.

## **(19) ENTIRE AGREEMENT**

**(19.1)** This Terms and Conditions Agreement, alongside any other Terms and Conditions of Service stipulated on this website, including any amendments or modifications to it, represents the entire agreement between the Client and the Company governing the Client's utilization of the Services, whether verbal or written.

**(19.2)** This agreement supersedes all previous agreements, discussions, representations, warranties, and understandings between the Client and the Company. The Client also acknowledges that any other agreements between the Client and the Company are superseded and of no force or effect.

**(19.2)** Nothing in this Agreement is intended to limit any legal claims set out elsewhere in this Agreement or arising from the applicable law. If The Company or any third party authorized thereto does not enforce the compliance with this Agreement, this can in no way be construed as a waiver of any right or claim.

**(19.3)** The Company may assign any claim arising to The Company from this Agreement or any agreement to a third party without your consent. You agree that The Company may, as the assignor, transfer its rights and obligations under these GTC or any agreement or parts thereof to a third party. The Client is not authorized to transfer or assign the Client's rights and obligations under these Terms and Conditions or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

**(19.4)** If any provision of this Agreement is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in this Agreement, 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.

**(19.5)** The schedules to this Agreement form integral parts of the Agreement. In the event of a conflict between the wording of the main text of the Agreement and any schedule thereof, the main text of the Agreement shall prevail. Prior to the mutual acceptance of this Agreement, the parties have carefully assessed the possible risks arising from them and accept those risks.

**(19.6)** The Client must note that their ongoing use of the service signify their agreement to uphold and be bound by the updated or modified terms and conditions. It is recommended to

regularly review the terms and conditions to ensure the Client is aware of any changes made to this agreement.

**(19.7)** By engaging with the Services, the Client is affirming the Client's understanding of, and agreement to, the terms outlined in this T&C Agreement, thus guiding the establishment and maintenance of a harmonious and legally aligned relationship between the Client and the Company.

## **(20) OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

**(20.1)** The Company holds all intellectual property rights on the Company's website, including all materials published on it, either as the owner or the licensee. These rights are protected globally by copyright laws and treaties.

**(20.2)** The Client is permitted to print or download extracts of any page(s) from the Company's website for personal use. However, it is vital to always recognize the Company's (and any notable contributors') status as the content creators.

**(20.3)** Modification of the materials the Client prints or download is not allowed. The use of illustrations, photos, videos, audio, and any graphics separately from the accompanying text is also prohibited.

**(20.4)** Commercial use of the Company's content without obtaining a licence from the Company or its licensors is strictly prohibited.

**(20.5)** If you breach these terms, your right to use our site will end immediately, and you must either return or destroy any copied materials as per our request.

## **(21) NO RELIANCE OR RESPONSIBILITY**

**(21.1)** The content available on the Company's website is for general information purposes only and not intended as advice on which to base any decisions. The Client agrees to seek professional or specialist advice before taking any action based on the Company's website content. While the Company strives to keep the information updated, the Company cannot guarantee its accuracy, completeness, or currency.

**(21.2)** The Company's website contains links to external third-party websites. These links are solely for the Client information and convenience. The Company does not approve or endorse the content of these third-party websites, and the Company holds no responsibility for their content. It's essential to note that using these links will not imply any endorsement from the Company.

## **(22) LIABILITY AND DAMAGES**

**(22.1)** The Company operates within the bounds of the law, and it will not limit our liability where it would be against the law to do so. Specific limitations and exclusions may apply concerning the services the Company provides to the Client.

**(22.2)** If the Client is engaging with the Company's website for business purposes. The Company is not bound by any implied conditions, warranties, representations, or other terms regarding the Company's website or the content within it.

**(22.2)** The Company's liability does not cover any loss or damage incurred through:

**(22.2.1)** The use or inability to use the Company's website.

**(22.2.2)** Reliance on the content displayed on the Company's website.

**(22.2.3)** The Company is not responsible for any:

(a) Loss of profits, sales, business, or revenue.

(b) Interruption to business operations.

(c) Loss of potential savings.

(d) Loss of business opportunities, goodwill, or reputation.

(e) Any indirect or consequential loss or damage.

**(22.3)** If Client is using the Company's website, the Company's website is designed for personal, non-commercial use. The Company bears no liability for losses relating to business, including profit loss, business interruption, or loss of business opportunities, or if the Company's digital content, provided without the necessary standard of care and skill, damages your device or digital content. The Company is not liable for damages that occur from not adhering to the Company's instructions on updates or not following the installation instructions and system requirements we stipulate.

## **(23) CONTENT UPLOAD**

**(23.1)** When utilizing a feature that enables the Client to upload content to the Company's website or engage with other users, the Client must adhere to the established content standards detailed below.

**(23.2)** By uploading content, the Client affirms and guarantees to the Company and other website users that the Client's contributions abide by these standards. Should the Client breach this warranty, the Client will be held accountable for any consequent loss or damage we incur, whether direct or indirect.

**(23.3)** the Client uploaded content will be regarded as non-confidential and non-proprietary. Although the Client maintains ownership rights over the Client's content, the Client grants the Company and other website users a limited license to use, store, copy, distribute, and share it with third parties.

**(23.4)** The Company reserves the right to:

**(23.4.1)** Disclose the Client's identity to any individual claiming that the content the Client posted infringes upon their intellectual property or privacy rights.

**(23.4.2)** Remove any content that, in the Company's judgment, fails to meet the above content standards or does not align with the Company's principles.

**(23.4.3)** Note that the Client is responsible for securing and backing up the Client's content. Additionally, the Company prohibits the storage of terrorist content on the Company's platform.

**(23.4.4)** By posting on the Company's platform, the Client allows the Company and other users the privilege to utilize the Client's content as described above.

## **(24) SECURITY AND RESPONSIBLE USE**

**(24.1)** While the Company endeavours to maintain a secure platform, the Company cannot guarantee immunity from bugs, viruses, trojans, or other harmful elements. It is the Client's responsibility to ensure their IT setup, including software and hardware, is configured securely and protected by reliable antivirus software.

**(24.2)** You must refrain from:

**(24.2.1)** Misusing the website by introducing malicious or technologically harmful materials.

**(24.2.2)** Attempting unauthorized access to the Company's website, the server where it is hosted, or any connected servers, computers, and databases.

**(24.2.3)** Launching denial-of-service or distributed denial-of-service attacks on the Company's website.

Breaching these rules not only terminates your right to use the Company's website but also constitutes a criminal offence under the Computer Misuse Act 1990. The Company will report any such breaches to law enforcement agencies and collaborate with them, which may include sharing your identity.

**(24.3)** The Client is welcome to link to the Company's homepage, but it must be done legally, ethically, and without harming our reputation or leveraging it unjustly. The Client's link should not imply endorsement or association where none exists, and it must not be established on websites the Client does not own.

**(24.4)** The Client must not frame the Company's website on other platforms.

**(24.5)** The Client must limit links to the Company's home page only, avoiding deep links to other parts of the website.

**(24.6)** The Company can revoke the permission to link to the Company's website without notice.

For permissions beyond these guidelines, reach out to [support@citytradersimperium.com](mailto:support@citytradersimperium.com).

## **(26) DISCLAIMER AND LIMITATION OF LIABILITY**

**(25.1)** The Client acknowledges and agrees that the Company representatives share their viewpoints on future trends or the possible value of currencies, these are solely their personal opinions. They share these insights for educational and demonstration purposes without any assurance of accuracy. The Client won't find the official stance of the Company reflected in these personal viewpoints.

**(25.2)** The Company does not take on any responsibility for any losses the Client might incur following actions or lack of actions you undertake based on these opinions. This includes, but is not limited to, decisions made from verbal discussions or online communications, as well as any issues arising from delayed or incorrect information or information left unsaid.

**(25.2.1)** By using our services, you agree to acknowledge that the Websites:

**(25.2.1.1)** Offer information for informational purposes only, not for trading.

**(25.2.1.2)** Gathers data from various domestic and global sources without guaranteeing its accuracy, timeliness, or completeness.

**(25.2.1.3)** Does not provide any solicitations, offers, or recommendations to buy or sell any securities or offer legal, tax, accounting, or investment advice.

**(25.3)** We establish that the Company and its affiliates won't be held responsible for:

**(25.3.1)** Any injuries, damages, or losses arising from the negligence of "citytradersimperium.com" and its personnel, including but not limited to lost profits, punitive, incidental, or consequential damages.

**(25.3.2)** Issues arising from faults in your computer equipment or your usage of our service on such equipment.

**(25.3.3)** The content, availability, or accuracy of websites, products or services linked to our service and does not endorse them implicitly or explicitly.

**(25.4)** We do not guarantee, represent, 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 from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

**(25.5)** You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

**(25.6)** In no case shall, 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 of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, 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 product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the amount that you paid to use the services or \$1,000, whichever is less.

## **(26) NO WARRANTIES**

**(26.1)** We do not provide any warranties, be it express or implied, regarding the usage of links available on our website and do not guarantee the adequacy of other websites, services, or goods linked to our service.

## **(27) SERVICE AVAILABILITY**

**(27.1)** Cannot assure the uninterrupted availability of communication lines and media used to access the service.

**(27.2)** Reserves the right, along with third-party contributors, to restrict or prohibit access to their content or services at any time based on the Terms & Conditions.

**(27.3)** We shall not be liable, either directly or indirectly, for:

**(27.3.1)** Any inaccuracies, errors, or omissions in the service, including financial data and quotes.

**(27.3.2)** Delays or interruptions in the service transmission or any loss arising from such issues.

## **(28) INDEMNIFICATION**

Your Agreement to Protect

**(28.1)** You agree to protect, defend, and hold the Company and its associates — including employees, agents, affiliates, and suppliers — harmless at your own expense against any claims or legal actions brought by a third party due to:

**(28.1.1)** Your use of the service or the use by anyone accessing the service through your computer or account.

**(28.1.2)** Any violation of the Terms & Conditions (T&C) by you or anyone using your account or computer.

**(28.1.3)** Infringements on third-party intellectual property rights, or any other rights, due to your use of the service or by anyone using your account or computer.

**(28.1.4)** Any unauthorized alterations, deletions, or insertions to the service made by you or anyone using your account or computer.

**(28.1.5)** Misrepresentation or violation of the representations and warranties made by you as per these terms.

**(28.2)** Failure to abide by agreements mentioned in these terms. In such events, you agree to cover all costs, damages, and expenses — including reasonable attorneys' fees — that arise from these claims or legal actions.

**(28.3)** The Company retains the right to take over the exclusive defence and control of matters you are otherwise obliged to indemnify at its own cost. In this scenario, you must cooperate fully with the Company in utilizing any available defences.

**(28.4)** You agree to cover the Company for reasonable attorney fees and other legal expenses that might arise from lawsuits brought against you under the Terms and Conditions or any other terms of service on this site, including, but not limited to, your failure to indemnify the Company according to these Terms and Conditions.

By agreeing to this, you recognize your duty to indemnify the Company and protect it from legal disputes that relate to your use of the service and violations of these terms.

### **(29) Survivability**

**(29.1)** The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement or the Services, including, but not limited to your duty to indemnify and defend the Company.