

Welcome to Key to Prop!

The Key to Prop (also referred to as the “Company” provides you (“you” or the “Member”) with a limited permission to use the services (the “Services”) offered by the Company subject to the terms and conditions contained herein (the “Agreement”).

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

The Company reserves the right to suspend, replace, modify, amend, or terminate this Agreement at any time and within its sole and absolute discretion. In the event The Company replaces, modifies, or amends this Agreement, your continued use of the Services after a change in the Effective Date of said changes will constitute your agreement to any replacement, modification, or amendment to this Agreement.

Member’s Representations

By using the Services, you represent that you are at least eighteen (18) years old and are of sound mind and that you have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Services on behalf of a business entity or other third-party, then you represent that you have actual authority to act as an agent of that business entity or third-party, and that you have the right and ability to agree to and bind that third-party or business entity to the terms of this Agreement on its behalf.

You represent that your use of the Services does not violate any law, regulation, ordinance, statute, or treaty that is applicable to individuals or business entities located in the jurisdiction in which you live. You further represent that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

Limited Permission

The Company provides you with limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty-free permission 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.

You acknowledge and agree that making 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

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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.

This permission is revocable at any time, and any rights not expressly granted in this Agreement are reserved for the Company.

Prohibited Uses

You are expressly prohibited from using the Services to violate any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international, or to violate the rights of a third-party, including, but not limited to intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights.

Additionally, you are expressly prohibited from scraping, crawling, framing, posting unauthorized links to, aggregating, hacking, performing denial of service (DOS) attacks on, reverse engineering, or circumventing technological protection measures of the Services or the Company website and modules.

You are also prohibited from using the Services or the Company website and modules to transmit unsolicited commercial emails to third parties or other Members of the Company. While The Company is not responsible for any such content posted by its Members and does not have the affirmative obligations to monitor such content, it does reserve the right to remove them.

Education

The Company does not provide any trading or investment education. The intention of The Company is to identify individuals with a talent for investment trading.

Although The Company may provide data, information, and content relating to investment approaches and opportunities to make investment trades, such data, information and content is provided solely for general informational and enlightening purposes. The Company does not invite the Member 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.

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 and modules.

The Company wants to make sure you understand the risks involved with traditional investing. You should be aware that the risk of trading and investing is high and substantial.

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It can work for you as well as against you. It may or may not lead to substantial losses. Additionally, past performance is not indicative of future results.

As such, you should carefully consider whether trading and investing is right for you depending on your investment objectives, level of experience, and risk appetite. The Company wishes to believe that through its Services will assist its Members to realize the above mentioned risks before engaging with any brokerage activities with real currency. If you are unsure, you should consult with a financial advisor and/or tax advisor.

Account Creation

In order to register as a Member, you may be asked to provide personal information, including, but not limited to your name, email address, mailing address, phone number, date of birth and a username and password for an account that is unique to you. The information provided is subject to the Company's [privacy policy](#).

The account will be personal to You, and You cannot share it with anybody else. You also may not create an account on behalf of a third party or have an account created 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 breached, you must immediately notify The Company.

Members are limited to one active challenge per package. Members are eligible for unlimited packages with any challenge options.

No live trading is provided directly by the Company. It's the Company's sole discretion the Risk Management to be followed for each funded account and in coordination and partnership with its broker partner(s) .

The Company may provide products, services, subscriptions, or access to certain portions to the Company's website and modules at a monetary cost. Costs and availability are subject to change without notice. It is your responsibility to thoroughly read and understand any such terms and conditions.

By creating accounts and engage with Challenges, you agree that the Company has no responsibility and acquires no liability for any claim related to the involved costs. Upon the completion of a product, service, subscription, or access to certain portions of the Company website, the Company will make any said product, service, or access will be available to you following an approved monetary transaction.

There are no refunds on any Services purchased from the Company. If you, as a Member, is deemed "high risk" by any payment processors we may require you to provide additional documentation or information in order to proceed with the assessment. 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

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information supplied does not guarantee that this status will be revoked and may still be subject to ineligibility.

Account creation within our Broker Partner(s) dedicated settings and related monetary transactions within a licensed and safeguarded environment should take place upon the Member makes a sound decision on a preferred Challenge and accepts the Terms and Conditions of that Broker Partner which will serve, among others, as the Trading Platform provider for the purposes of the simulated trading activities as defined by the selected Challenge parametrization.

Any payouts of a funded account should follow the below:

1. Minimum withdrawal amount being USD 100
2. Eligible withdrawals to be executed within a period of 30 days from the moment of request.

Trademarks

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on the website and modules of the Company, are common law or registered trademarks owned by or licensed to the Company. You are expressly prohibited from using the trademarks of the Company to cause confusion, cause mistake, deceive consumers, or from falsely designating the origin of, source of, or sponsorship of your goods or services. You are further prohibited from using the trademarks of the Company in domain names, keyword advertisements, trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

You acknowledge and agree that the Company's website and modules, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Company's website and modules. Access to this website or modules does not confer and shall not be considered as conferring upon anyone any license under any of the Company's or any third party's intellectual property rights. All rights, including copyright, in this website and modules are owned by or licensed to us or third-party suppliers. Any use of this Website or its contents and modules, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of The Company. You cannot modify, distribute or re-post anything on this website for any purpose. The Company names and logos and all related products and services and our slogans are the trademarks or service marks of the Company or licensed to the Company. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on the Company Website. Access to the Company website does not authorize anyone to use any name, logo or mark in any manner.

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All materials, including images, text, illustrations, designs, icons, photographs, programs, audio clips or downloads, video clips and written and other materials that are part of this Website and modules (collectively, the “Contents”) are intended solely for personal, non-commercial use. No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Company website or any related software. All software used on the Company website is the property of the Company or its suppliers and protected by laws of Hong Kong. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on the Company website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by the Company, one of its affiliates or by third parties who have licensed their materials to us and are protected by laws of Hong Kong. The compilation (meaning the collection, arrangement, and assembly) of all Contents on the Company website and modules is the exclusive property of the Company and is also protected by the laws of Hong Kong.

Disclosure Statement

Before deciding to participate in financial markets, you should carefully consider your investment objectives, level of experience and risk appetite. Most importantly, do not invest money you cannot afford to lose.

There is considerable exposure to risk in any over-the-counter transaction, including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price of the products you are trading.

Moreover, the leveraged nature of over-the-counter trading means that any market movement will have an equally proportional effect on your funds. This may work against you as well as for you.

There are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connection. The Company is not responsible for communication failures or delays when trading via the Internet. The Company employs backup systems and contingency plans to minimize the possibility of system failure.

Term and Termination

The term of this Agreement will begin when you make a successful registration via the Company’s website and will continue until either the Company terminates your access to the Services or you stop using the Services.

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The Company reserves the right to terminate the Services or your access to the Company website and modules in its sole and absolute discretion and without prior notice.

Disclaimer of Warranties and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE AND COMPANY WEBSITE AND MODULES ARE PROVIDED ON AN “AS-IS” BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, AND NON-INFRINGEMENT. WHEREVER PERMITTED BY LAW, YOU ACKNOWLEDGE THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO INFORMATION ON THE WEBSITE AND YOUR USE OF OR ACCESS TO THE SERVICE OR THE COMPANY WEBSITE AND MODULES, INCLUDING, BUT NOT LIMITED TO COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS AND ATTORNEYS’ FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE WEBSITE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES AND/OR THE COMPANY WEBSITE IS AT YOUR SOLE RISK AND THAT THE COMPANY’S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO USE THE SERVICES.

Indemnification

You agree to indemnify, defend, and hold harmless The Company, its officers, shareholders, directors, employees, subsidiaries, affiliates, white label users, and representatives from any and all losses, including, but not limited to costs and attorneys’ fees arising out of or related to your use of the Website and modules; your violation of any term or condition of this Agreement; your violation of the rights of third parties, including but not limited to intellectual property rights or other personal or proprietary rights; and violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international.

Your obligation to defend The Company will not provide you with the ability to control The Company’s defense, and The Company reserves the right to control its defense, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

Force Majeure

The Company shall not be liable to the Member for any claims, losses, damages, costs or expenses, including attorneys’ fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys’ fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market

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conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Member, or third-party service provider.

Survivability

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.

Severability

In the event that any term or condition of this Agreement is deemed invalid or unenforceable by the court of competent jurisdiction, the remaining terms and conditions of this Agreement will remain in full force and effect.

Interpretation

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

Assignment

You are expressly prohibited from assigning your rights and duties under this Agreement. The Company reserves the right to assign its rights and duties under this Agreement, including in a sale of the Company or its Services.

Waiver

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to, unless said waiver is in writing and signed by the party to be charged.

Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong. In the event of any details not specifically mentioned within this Agreement, the laws of Hong Kong shall prevail.

Entire Agreement

This Agreement contains the entire agreement between the Company and the Member regarding the use of the Services and supersedes all prior understandings, agreements, or representations between the Company and Member, whether written or oral.