

## Overview

These Terms and Conditions (“Terms”) govern your access to and use of all websites, applications, services, and platforms operated by **WNB TECHNOLOGIES LIMITED**, trading as **Winbance**, including but not limited to the purchase and use of challenge accounts, direct pass accounts, and any related evaluation services (collectively referred to as the “Services”).

By accessing or using our Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms, along with our Privacy Policy and any other applicable rules, guidelines, or policies. If you do not agree to these Terms, you may not use or access any part of the Services.

Winbance provides simulated trading services for evaluation purposes only. Our offerings are educational and performance-based simulations; we do not provide investment advice, brokerage services, or access to live financial markets. Participation in any of our programs does not constitute or imply a financial partnership or employment relationship.

These Terms may be amended at any time at the discretion of the company. Users are responsible for regularly reviewing the most current version posted on our website.

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## 1. Terms of Online Registration

1.1 To access our Services, you must complete the registration process by providing accurate, current, and complete information as requested by the registration form. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

1.2 You must be at least 18 years old or the legal age of majority in your jurisdiction to register and use our Services.

1.3 By registering, you agree to provide truthful and complete information and to promptly update your account if any information changes.

1.4 You are prohibited from impersonating any other person or entity or using a false identity or a name that you are not authorized to use.

1.5 Winbance reserves the right to suspend or terminate your account if any information provided is found to be inaccurate, misleading, or fraudulent.

1.6 Registration and access to the Services are conditional on your agreement to comply with these Terms and all applicable laws and regulations.

1.7 We may, at our sole discretion, refuse or cancel registrations that do not meet our eligibility criteria or that violate these Terms.

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## 2. Services

Winbance Terms of Use: Aero Trading Account and LiveX Account And LiveX sim and Direct Pass

Welcome to Winbance! Our prop firm offers you two distinct services: the Aero Trading Account and the LiveX Account. As you explore these offerings, please understand that these services are governed by the following Terms of Use. By accessing and utilizing our services, you agree to abide by these terms and conditions.

### Aero Trading Account: Evaluation and Skill Development

The Aero Trading Account is a comprehensive evaluation program designed to assess and develop your trading skills. With a focus on refining your trading capabilities, this service includes four distinct evaluation accounts, each catering to different trading levels:

- Aero \$15K : Designed for traders eager to prove their skills and earn a funded account.
- Aero \$50K: Geared toward experienced traders aiming to enhance their strategies and performance.
- Aero \$100K: Tailored for seasoned traders seeking higher capital allocation.
- Aero \$150K: Tailored for seasoned traders seeking higher capital allocation.
- Swiftmini: Direct pass \$10k
- Swiftlite: Direct pass \$25k
- Swiftpro: Direct pass \$50k
- SwiftX: Direct pass \$100k

The LiveX Account represents the culmination of your journey, where your refined trading skills transition into real-world success. The LiveX Account is a fully funded trading account backed by our company's capital, offering you the opportunity to trade with real funds and potentially earn profits while effectively managing risk.

Your progression within Winbance is straightforward:

- Enrollment: Start by selecting the Aero Trading Account that aligns with your experience and goals.
- Evaluation: Demonstrate your trading prowess in a simulated environment, striving to meet evaluation criteria.
- Transition to LiveX: Upon meeting the criteria, you'll seamlessly transition to the LiveX Account, where you can trade with real capital and potential profits.

**LiveX sim:** A LiveX Simulator account is a simulation account where traders practice and trade with real data. Within this account, traders work towards achieving two goals. Firstly, they gain experience and hone their trading skills. Secondly, traders can set a target within the LiveX Simulator account and generate withdrawals.

**Direct Pass:** A Direct Pass Account gives you instant access to a live trading account without evaluation. Start trading and withdraw profits from day one, with withdrawals available every five days. Pay a one-time activation fee and keep 80% of your profits.

## Your Commitment

By utilizing our services, you commit to adhering to the Terms of Use outlined on this page. These terms encompass your responsibilities, rights, and obligations while interacting with Winbance's Aero Trading Account and LiveX Account services. It's crucial to review and understand these terms before proceeding further.

Winbance is dedicated to empowering traders of all levels with the tools, resources, and opportunities needed to excel in the trading world. The Aero Trading Account and LiveX Account embody this commitment, offering a structured path for refining your strategies, proving your skills, and achieving trading success.

As you embark on this journey, please remember that your participation in our services is contingent on your acceptance of these Terms of Use. By utilizing our Aero Trading Account and LiveX Account services, you acknowledge and agree to be bound by these terms. All accounts are simulation accounts. They differ only in features and the division or payment of rewards.

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## 3. Eligibility

By using Winbance's Sites and Services, you acknowledge and agree to the following eligibility criteria:

You represent and warrant that you are at least 18 years old. In jurisdictions where the minimum age for using the Sites or Services is higher than 18, you confirm that you meet the specified age requirement. If you're under the minimum age, regardless of parental or guardian consent, you are not authorized to use the Sites or Services.

You represent and warrant that you have not been convicted of a felony, disciplined by the National Futures Association, disciplined by the U.S. Commodity Futures Trading Commission, or have an outstanding balance with a trading firm. If you fall under any of these categories, you are ineligible to use the Sites or Services.

It is your responsibility to ensure that your use of the Sites and Services adheres to all applicable laws, rules, and regulations. Access to the Sites may be revoked if they conflict with any applicable law, rule, or regulation.

The Sites or Services are meant for your personal use and benefit and not for the use of any third party. If you reside in a jurisdiction that restricts agreements like those described in these Terms of Use, you cannot enter into this agreement or use the Winbance Products and Content. Similarly, if your jurisdiction prohibits participation in activities or services offered by Winbance Products and Content, you are not eligible to use these services. By using the Winbance Products and Content, you affirm that you've verified the permissibility of your use within your jurisdiction.

We make no representation that the materials on Winbance Products and Content are suitable or available for use in all locations. If you access the Winbance Products and

Content, you do so at your own risk and are responsible for adhering to local laws if they apply.

We reserve the right to limit the availability of Winbance Products and Content to any person, geographic area, or jurisdiction at any time and at our sole discretion. We also reserve the right to limit quantities of services, materials, or items provided.

Without our prior written consent, you may not access Winbance Products and Content for (a) production purposes, (b) if you're a competitor of Winbance, (c) to monitor availability, performance, or functionality of Winbance Sites or Services, or (d) for benchmarking or competitive purposes.

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#### **4. Not a Broker-Dealer**

By using Winbance's Sites and Services, you acknowledge and agree to the following terms regarding our role as a non-broker-dealer:

You recognize that we are not a broker-dealer in accordance with United States financial services regulations. As such, we do not engage in trading securities on our own or another party's behalf as part of the Sites or Services. Additionally, we do not directly offer any financial advice within the context of the Sites or Services.

You acknowledge and agree that any reliance on information provided through the Sites or Services is at your own risk. We do not accept liability for any losses or gains that may result from your reliance on such information or from your interactions with other Users of the Sites or Services.

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#### **5. Commodity Futures Trading Commission Disclaimer**

##### **CFTC Rule 4.41 – Hypothetical Performance Results**

The content of the Sites and Services includes important disclaimers in accordance with CFTC Rule 4.41:

Hypothetical or simulated performance results have inherent limitations. Unlike actual performance records, simulated results do not reflect real trading. Since simulated trades are not executed in reality, these results might over- or under-compensate for the influence of certain market factors, such as liquidity shortage. Simulated or hypothetical trading programs are designed with the benefit of hindsight. No representation is being made that any account will achieve profits or losses similar to those shown.

The Sites and Services encompass a range of offerings, including tools for simulated exchange trading, analytical resources, educational materials, and other ancillary services. While financial market information is utilized in simulated trading, it's crucial to recognize that any trading conducted through the Services is not genuine trading.

You also acknowledge that the funds provided to you for Simulated Trading are fictitious and hold no real-world value. These fictitious funds are solely intended for use within the context of the Sites and Services, and they may not be employed for actual trading. You are not entitled to possess or utilize these fictitious funds for any purposes beyond their designated scope within the Sites and Services. Unless expressly specified otherwise, you will not receive any remuneration or profits based on the outcomes of your fictitious trading activities. Similarly, you will not be liable to cover any losses resulting from such simulated trading.

## **6. Limitation of Liabilities**

In no event will Winbance, its parents, subsidiaries, partners, or affiliates, or their respective service providers, employees, agents, officers, and directors be liable to you for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to lost profits, lost or corrupted data, lost opportunities, monetary harm, or property damage. This holds true even if you or another party has apprised us of the potential for such damages, or for any third-party claims stemming from the access, use, or content of our Sites or Services, a linked website, or reliance on any tool, functionality, information, or other content connected with the Sites or Services. Such claims, irrespective of the legal or equitable theory they are predicated upon, are subject to this limitation. It is important to note that this limitation may not apply where excluded by local law, and in such cases, our liability shall be restricted to the extent permitted by law. If any facet of the Sites or Services, or any terms, prove unsatisfactory to you, your exclusive recourse is to cease using them.

Winbance retains the prerogative to modify, alter, replace, add, or remove elements and functionalities of the Sites and/or Services without any associated compensation. In instances beyond Winbance's control—such as technical or operational lapses, including Force Majeure Events, or in compliance with legal obligations or decisions by public authorities—the provision of the Sites and/or Services may be impeded.

Furthermore, Winbance assumes no responsibility for products, services, applications, or other third-party content that you employ in conjunction with the Sites or Services.

This limitation on liability also extends to occurrences such as the transmission of viruses infecting your equipment, the failure of mechanical or electronic apparatus, breakdown of communication lines, unauthorized access, theft, operational errors, and Force Majeure events.

## **7. Third-Party Services**

Winbance's Sites or Services may contain references to Third-Party Services. Please note that these Terms do not govern such Third-Party Services, and we strongly advise you to review the terms and conditions applicable to each website, application, or service that you visit, utilize, or engage with, including Third-Party Services. It is your responsibility to conduct your own comprehensive research and assess whether any Third-Party Services are suitable for your needs.

You explicitly acknowledge that Winbance bears no responsibility for any injuries, harm, damages, or adverse experiences that you may encounter while accessing or using these

Third-Party Services. Should you choose to access, visit, or use any Third-Party Services mentioned on our Sites or Services, you do so entirely at your own risk.

## **8. Linking to Our Sites**

You have the permission to link to Winbance's Sites or Services, under the following conditions:

- (a) Your linking approach must be fair, adhere to all pertinent laws, rules, and regulations, and must not adversely impact our reputation.
- (b) You must not create a link in a manner that implies any kind of association, approval, or endorsement from our side, unless expressly granted in written form.
- (c) You may not frame our Sites or Services on any other site, nor may you create a link to any part of our Sites other than the homepage without prior written consent.
- (d) We reserve the right to withdraw linking permission without notice, and you agree to immediately remove any links upon our request. unchanged

## **9. Restricted Sites and Passwords / User Registration**

Certain features of Winbance's Sites or Services are accessible only to Users who have successfully registered an Account for the relevant services. Users granted access will receive unique User Credentials linked to their Account. By registering, you confirm the veracity and accuracy of all Account information, pledging to keep it current and correct. It's vital that a valid email address be provided during registration. You acknowledge that all information furnished for the purpose of registering on our Sites or Services, or through any interactive features they offer, is subject to our Privacy Policy. Consequently, you grant consent for us to take actions with your information in alignment with our Privacy Policy. Your personal data can be updated through our Sites or Services or by contacting us using the provided contact information or as laid out in these Terms.

The responsibility for maintaining the confidentiality of User Credentials rests with Users. Users shall also bear the responsibility and liability for any access to or usage of the Sites or Services through their User Credentials, whether or not such access was authorized. You affirm that Account access is restricted to the specific User associated with that account. In the event of discovering unauthorized use of your account or any other breach of security, you undertake to promptly notify Winbance.

Beyond our other rights and remedies, you acknowledge and agree that Winbance holds the authority to act on all directives received through your Account. Furthermore, Winbance may, at its discretion, block access to your Account or hinder any transaction made via the use of your Account, without prior notice, if there are grounds to believe that someone other than the registered User is utilizing the Account, or for any other valid reason.

Winbance reserves the right to refuse the issuance of User Credentials to any individual, for reasons that include impersonation of another person, protection under trademark or other proprietary rights law, or use of vulgar or offensive content. Failure on the part of a User to adhere to this Section shall not render Winbance liable for any loss or damage incurred.

## 10. Content License

When you submit User Content, you grant Winbance a non-exclusive, worldwide, irrevocable, perpetual, fully paid-up, and royalty-free license (the "License") to use, host, store, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display, and otherwise exploit your User Content in connection with the operation and promotion of the Sites and Services. This includes the right to sublicense and transfer these rights to third parties. The License is granted without the need for additional approval, credit, or compensation to you.

This License becomes effective immediately upon your submission of User Content and remains in force indefinitely. You should not submit any content you wish to keep confidential.

By submitting User Content, you confirm and warrant that:

- You have the legal right to submit the content and grant the License.
- The use of your content as outlined will not violate any third-party rights or require payment to any third party.
- Your content complies with all applicable laws and these Terms of Use.

Winbance is not obligated to use or retain any User Content and may remove it at any time at its sole discretion.

## 11. Digital Millennium Copyright Act

This policy has been adopted in accordance with the Digital Millennium Copyright Act (DMCA), available at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>.

If you believe that your copyrighted material has been used on our Sites or Services in a manner that constitutes copyright infringement, you may submit a written notification to our Designated Agent containing the following information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of claims of copyright infringement may be contacted via the information provided in Section 2 of these Terms of Use.

## **12. Force Majeure**

Winbance shall not be held liable or responsible for any delay or failure to perform its obligations under these Terms due to any event or circumstance beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, strikes, labor disputes, epidemics or pandemics, governmental restrictions, power outages, or failure of telecommunications networks or services ("Force Majeure Event").

During the period in which the Force Majeure Event continues, Winbance's obligations will be suspended, and the time for performance will be extended for the duration of that period. Winbance will make reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

## **13. Termination**

Users may unsubscribe from any free service publications at any time by contacting Winbance to be removed from the relevant distribution list. All emails sent for free service publications include an unsubscribe link for convenience.

Winbance reserves the right to deny or terminate your access to any of its Sites or Services at its sole discretion. Termination may occur due to a violation of the Terms or any related agreement, unauthorized use or distribution of content, or other reasons deemed appropriate by Winbance. If your access is denied or terminated, you agree not to create a new account under any name, real or assumed. All clauses in these Terms, including ownership, warranties, indemnities, and limitations of liability, survive termination.

## **14. Violation of These Terms**

If you breach any provision of these Terms, including but not limited to unauthorized access, providing false or outdated information, or engaging in conduct that may harm Winbance's reputation or violate Trading Rules, Winbance may immediately suspend or terminate your access to any or all Sites or Services without prior notice or refund.

## **15. Indemnification**

You agree to indemnify, defend, and hold harmless the Winbance Parties from and against any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising from: (a) your use of the Sites or Services, (b) your breach of these Terms or applicable law, (c) any infringement by you or a third party using your account, of any intellectual property or other rights, and (d) funding your account or use of payment methods. Winbance may, at your expense, assume the exclusive defense and control of any matter subject to indemnification. You agree to cooperate with Winbance's defense and not to settle any claim without prior written consent. Winbance will notify you of any such claim as soon as reasonably possible.

## **16. Prohibited Conduct**



Winbance® operates within the realm of an actual market, and exploiting the simulated environment for an unfair advantage is strictly prohibited. This includes actions like taking advantage of slippage, preferential order placement in the queue, exploiting market gaps, or excessively high trade volume within short timeframes. Engaging in trading activities within the Winbance® that knowingly or unknowingly circumvent targets and rules, or generate rewards that wouldn't be attainable in live market trading, constitutes a breach of the Terms.

In the event of such behavior, Winbance retains the right to reject claims of progression or advancement in Winbance®, rendering your Account ineligible, and preventing further use of any of Winbance's Sites or Services. If you are found to have profited from exploiting the simulated environment for an unfair advantage during or after progressing past Winbance®, or if you are found to have engaged in other Prohibited Conduct (as defined below), you will not be entitled to any withdrawals from other accounts maintained with Winbance. All such accounts will be closed, and any funds will be forfeited immediately.

In relation to the use of the Site or Services, Users are forbidden from participating in the following actions (collectively, "Prohibited Conduct"):

- Utilizing trading strategies aimed at exploiting or generating errors in the Services, such as manipulating price displays or causing delays in their updates.
- Employing trading strategies that involve disruptive practices (as determined by Winbance's sole discretion), including but not limited to spoofing strategies.
- Executing an excessive or unrealistic number of contracts within a day.
- Conducting trades outside the best bid or offer.
- Executing trades using an external or slow data feed.
- Engaging in trades that manipulate, abuse, or provide an unfair advantage, either alone or in collaboration with others, such as entering opposite positions or high-frequency trades.
- Conducting trades that conflict with the terms and conditions of the User Section or Winbance®.
- Using software, artificial intelligence, ultra-high-speed techniques, or mass data entry to manipulate or gain unfair advantage.
- Performing trades in a manner inconsistent with actual trading practices in applicable futures markets or in a way that raises legitimate concerns of financial harm to Winbance.
- Collaborating with others to perform identical trading strategies or activities aimed at pooling or hedging the risk of aggregate unconnected accounts.
- Using instruments that disrupt the operation of the Site and Services or misuse errors, bugs, or other deficiencies.
- Circumventing geographical or technical restrictions.
- Holding a position within 3% of a product's lock limit.
- Trading on behalf of others, including sharing incentives as part of any business arrangement.
- Engaging in other conduct that, in Winbance's sole discretion, constitutes uncommercial activity, market manipulation, or an impractical trading strategy.

All usage of the Site and Services, including trading in Winbance®, is subject to the trading rules established by Winbance (collectively, "Trading Rules"), which are subject to alteration

by Winbance at its sole discretion. You acknowledge and accept that you are solely responsible for staying updated on the Trading Rules, which may change at any time without prior notice.

Products may be traded during normal electronic trading hours, unless stated otherwise. If the Net P&L hits or exceeds the Daily Loss Limit during the trading day (5:00 PM CT–3:10 PM CT), the account will face a soft breach and will be auto-liquidated for the remainder of the current trading session. This will involve flattening open trading positions, canceling pending orders, and preventing the placement of new trades until the start of the next trading day (5:00 PM CT).

Trading is permissible only during normal electronic trading hours, unless otherwise communicated by Winbance. All positions must be closed before 3:10 PM CT or prior to market close, whichever comes first. Traders are allowed to trade only permitted products by Winbance. For more details, please refer to our help center.

Excessive or unrealistic single-day trades or profits will be subject to review by Winbance for possible violations of these Terms, Trading Rules, Prohibited Conduct, or Prohibited Uses.

If, in its sole discretion, Winbance determines that a User has violated any Trading Rules or engaged in Prohibited Conduct, Winbance may remove Simulated Account profits, delete trading days, reset Accounts, or ban Users from further use of the Site and Services. If trading activity related to Prohibited Conduct is identified, Winbance reserves the right, at its sole discretion, to delete trading days and profits, or restart or close the Account. Winbance may also ban Users from using all or part of the Sites and Services.

## **17. Refund Policy**

### **General Refund Policy**

Refund requests are accepted within 24 hours of the initial purchase. However, if the Rithmic user agreement has been activated or approved, no refunds will be issued—even within that 24-hour window.

### **Accidental or Unintentional Payments**

In the case of accidental or unintentional payments, any approved refund will be credited as a service balance within your Winbance account. You will receive a digital discount code reflecting the same value, which may be used toward any future service purchase.

### **Evaluation Account Violations**

For users

on a monthly subscription who breach the rules of the evaluation account, it is your responsibility to cancel the subscription directly through your dashboard or notify our customer support team through the available communication channels. Failure to cancel may result in continued billing. In such cases, the deducted amount will be converted into a service balance in the form of a digital credit, which you can use to purchase other services from Winbance

## **18. Feedback**

Winbance values and welcomes all forms of user feedback as a means to continuously improve its services. By submitting any comments, suggestions, proposals, or other forms of feedback (collectively, "Feedback"), you agree that:

- (a) The Feedback becomes the sole and exclusive property of Winbance.
- (b) Winbance is under no obligation to compensate or acknowledge you for the Feedback.
- (c) You hereby irrevocably assign to Winbance all rights, title, and interest in and to your Feedback, including without limitation any and all associated intellectual property rights worldwide.

By providing Feedback, you represent and warrant that:

- You are the sole author and owner of the Feedback;
- The Feedback is accurate and not misleading;
- The use of the Feedback by Winbance does not violate any laws or the rights of any third party.

Winbance may freely use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind.

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