STARTRADER

TERMS AND CONDITIONS

Copy Trading

ISSUED BY
STARTRADER LLC · SVGFSA Registration No. 228

APPLIES TO
Signal Providers and Copiers



Trading CFDs carries a high level of risk

STARTRADER LLC

Copy Trading

These Copying Trading Terms and Conditions ("Terms") govern the use of the Copy Trading feature provided by [STARTRADER LLC] ("STARTRADER" or the "Company") to its clients, including both Signal Providers and Copiers (collectively referred to as the "Client").

These Terms are supplementary to, and are to be read in conjunction with, the Company's General Terms and Conditions / Client Agreement, which you acknowledged and accepted during the registration process with STARTRADER. In the event of any conflict of construction between these Terms and the Company's General Terms and Conditions / Client Agreement, the contents of the General Terms and Conditions / Client Agreement shall prevail. By activating the Copy Trading features, you agree to be bound by these Terms.

HOW IT WORKS

Choose a Signal Provider in the STARTRADER app

Trades are mirrored in your account automatically

Stop or close positions at any time

PROFIT SHARING

0% to 50% set by the Signal Provider

Paid only on profit above the **High-Water Mark**

Daily, weekly or monthly settlement at 00:00 (UTC+0)

SIGNAL PROVIDERS

Live account and **USD 500** minimum deposit

Identity verification and Company approval

Must operate in **Public Mode**

1 Definitions

"Copy Trading" refers to a feature that enables a user to allocate a portion of their funds to automatically replicate the trading activity of another trader (the "Signal Provider"). STARTRADER's copy trading functionality facilitates the automated execution of trades initiated by Signal Providers. This is a self-directed feature initiated by the Client and does not constitute portfolio management or discretionary trading by the Company.

"Copier" or "You" refers to the user who elects to replicate the trades of a Signal Provider using the copy trading features available through the STARTRADER mobile application. These terms are used interchangeably throughout this Agreement.

"Signal Provider" refers to a trader whose trading activity is made available for replication by Copiers through the copy trading features on the STARTRADER mobile application.

"Client" collectively refers to all users – both Signal Providers and Copiers – who subscribe to and use the copy trading features provided by STARTRADER.

"Services" refers to all functionalities and operations relating to STARTRADER's copy trading system, collectively referred to as the "Automated Services."

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The Automated Services are designed to facilitate the automatic initiation, modification, and closure of trading orders based on the trading activity of Signal Providers. While these services are automated, they are technologically facilitated and maintained by STARTRADER. The Company does not initiate or recommend individual trades and assumes no responsibility for the trading strategy or outcomes associated with any Signal Provider.

The Client acknowledges and agrees that, where the investment service of Investment Advice is provided, such advice is offered on a non-independent and limited basis, as it is limited to Contracts for Difference (CFDs) made available by the Company. Such advice does not necessarily align with your personal objectives, financial situation, or specific needs, and should not be construed as personalised investment advice.

2 Activation of Subscription

To access and use the Copy Trading features, the Client must complete the following steps via the STARTRADER mobile application:

a. Open a live trading account by completing the required account registration process as prescribed by the Company.

b. Upon successful verification of the account, deposit funds into the trading account.

c. Select a Copy Trading account to activate the Copy Trading features.

d. Begin using the Copy Trading services by either:

- copying trades as a Copier; and/or
- creating and maintaining a profile as a Signal Provider to allow other users to copy your trades.

Completion of the above steps activates the Copy Trading features on a self-directed basis and does not constitute an endorsement, recommendation, or suitability assessment by the Company. You are solely responsible for deciding whether to use the Copy Trading functionality and for managing your account in accordance with your investment objectives and risk tolerance. For detailed procedures and eligibility criteria related to becoming a Signal Provider, please refer to Clause 11 of these Terms.

3 Copy Trading and Its Functionality

a. STARTRADER's servers continuously monitor and record the trading signals – such as "buy" and "sell" orders – issued by Signal Providers. Clients using the platform can view, analyse, and evaluate these signals before deciding to follow a particular Signal Provider. All decisions to copy, follow, or replicate trades are made solely by the Client and at their own discretion. Once a Copier elects to copy a Signal Provider, the corresponding trades are automatically mirrored and executed in the Copier's trading account in real time using the technical infrastructure provided by the Company.

b. The Copier may view trading signals from all Signal Providers available on the STARTRADER mobile application. However, access to specific Signal Providers is subject to the Company's sole discretion and may vary based on applicable legislative, regulatory or public policy requirements in the Client's jurisdiction. The Company may also conduct a Suitability Assessment of the Copier and evaluate Signal Providers to determine which are eligible to be made available ("Eligible Signal Providers") to each individual Copier, while no assurance is given that any particular Signal Provider will be profitable for any Client.

c. The Copy Trading platform provides Clients with comprehensive functionality to engage in either automated or manual trading. The available modes include:

i. Automatic copy trading: Copiers may select Signal Providers whose trading strategies or performance align with their individual risk tolerance and investment goals. Once a Signal Provider is selected, all trading signals generated by that provider are automatically executed in the Copier's trading account without the need for manual intervention. All account activity under this mode is managed directly by the Signal Provider. STARTRADER does not influence or alter these trades and is not responsible for the performance of any Signal Provider.

ii. Semi-Automatic copy trading: Clients can view the real-time trading signals of Eligible Signal Providers and manually choose which trades to copy into their accounts. After selecting a signal, the Copier may either allow the trade to close automatically – when the Signal Provider closes it – or choose to close the position manually at any time.

While Copiers have access to a broad range of trading signals, they retain the flexibility to set personal preferences for their copy trading activities. At all times, Copiers retain full control over their account and are solely responsible for any decision to open, modify, or close positions.

4 Client Acknowledgements and Responsibilities

Before using the Automated Services, you must acknowledge and confirm the following:

a. You confirm that you have conducted your own due diligence to understand the Copy Trading services made available by the Company. This may include, but is not limited to, reviewing the Company's educational resources, terms and conditions, FAQs, tutorials, and risk disclosures. You acknowledge that the Company has not made any personal recommendations to you and that you accept full responsibility for determining whether the services are suitable for you, based on your financial situation, investment goals, and risk tolerance.

b. You acknowledge that any historical performance data, trading statistics, or track records displayed by or about Signal Providers are for informational purposes only. Past performance is not a reliable indicator of future results. You understand that trading outcomes can vary significantly over time and that no assurance is given regarding the continued success of any Signal Provider. You assume full responsibility for any decisions made based on this information.

c. You understand and accept all risks associated with margin trading. This includes the use of leverage, which can magnify both gains and losses. You recognize that trading losses can exceed your initial deposit and that you are solely responsible for maintaining adequate margin in your account. The Company may, at its discretion, liquidate your open positions without notice if margin requirements are not met. You also acknowledge the impact of market volatility, slippage, and liquidity on your trading outcomes.

d. You acknowledge that Signal Providers are independent traders and are not employees, agents, or representatives of the Company. The Company does not endorse or recommend any Signal Provider and does not evaluate their trading strategies for suitability or performance. Your decision to follow or copy a Signal Provider is made entirely at your own discretion and risk. Your decision to follow, copy, or stop copying any Signal Provider is entirely your own, made independently and at your own risk.

e. You understand that your trading account may be hosted on a different server from that of the Signal Provider. This may lead to differences in trade execution prices, timing, or slippage. You accept that due to these technical variances, orders copied from a Signal Provider may be executed at different prices on your account.

f. You acknowledge and accept that trading conditions – such as spreads, execution speed, leverage settings, or account configurations – may differ between your account and the Signal Provider's account. These differences may result in deviations in trade outcomes or make it impossible to fully replicate certain trades.

g. You agree that the Company shall not be held liable for any losses, damages, or missed trading opportunities incurred as a result of your use of the Automated Services, including those resulting from the actions of Signal Providers. You expressly agree that you are using the Copy Trading platform at your own risk and that the Company acts solely as a technical facilitator. You understand and accept that the Company is solely a service provider facilitating the Copy Trading platform and does not offer personal investment advice or guarantees of success.

5 Execution of Trades

a. By using the Automated Services, you acknowledge that trades may be executed across a range of financial instruments, including but not limited to CFDs on forex, commodities, indices, shares, and cryptocurrencies. However, certain asset classes or products may be restricted based on your jurisdiction, regulatory requirements, or account type.

b. In circumstances where a particular financial instrument or product is restricted or unavailable for trading, the Company shall act in accordance with applicable legislation and may, at its sole discretion, substitute the restricted trade with an equivalent or similar financial instrument. You acknowledge and agree that such substituted trades may not replicate the same risk rating, performance profile, or economic exposure as the original intended trade. The Company shall not be held liable for any variance in performance or outcome resulting from such substitutions. Furthermore, such replacements will not consider and may not necessarily align with your specific investment objectives, account configuration, portfolio characteristics, or financial position.

c. The platform is designed to execute trades at prices that closely reflect real-time market conditions. To uphold execution integrity and fairness, a price deviation threshold is applied. If the system identifies a delay or a price deviation of more than 3% between the market price at the time of signal generation and the current market price at the time of execution, the trade will be blocked or rejected to prevent execution at an unfavourable price.

d. Company reserves the right, at its sole discretion, to cancel, reject, or reverse any trade orders that are determined to have been executed at clearly erroneous prices or in deviation from real-time market conditions due to latency, technical errors, slippage, or system malfunctions. This includes but is not limited to trades executed outside the acceptable deviation threshold or resulting from third-party platform disruptions.

e. You understand and accept that automated trading systems are subject to limitations, including but not limited to delays in signal transmission, order execution latency, liquidity constraints, and network interruptions. While the Company endeavors to maintain high-speed, accurate execution, it does not guarantee that all trades will be executed successfully and/or without delay, error, or slippage.

f. You understand and accept that the Company reserves the right to investigate, restrict, suspend, or reverse any trade that it reasonably suspects to be associated with Suspicious Trading Activity, as defined in the Company's Client Agreement. This includes, but is not limited to, practices such as abusive trading strategies, manipulation of market prices, use of unauthorized automated systems, coordinated trading between accounts, or any activity that violates applicable laws, regulations, or the Company's internal compliance policies. In the event that a trade is deemed suspicious, the Company may take appropriate corrective action, including reversing the trade, freezing associated funds, or terminating access to the Automated Services, without prior notice. You acknowledge and accept that the Company shall not be liable for any losses or damages arising from such actions.

g. You acknowledge that due to network latency, market volatility, and liquidity constraints, there may be delays in the execution of copied trades. These delays can lead to discrepancies between the price at which a Signal Provider's trade is executed and the price at which the corresponding trade is copied into your account. In fast-moving or illiquid markets, the risk of price slippage is heightened. Price slippage occurs when a trade is executed at a price less favorable than expected, which may result in materially different trading outcomes between Copiers and Signal Providers. You also acknowledge that market depth and liquidity may prevent full or partial execution of a trade. You accept that such deviations in execution are inherent to the nature of copy trading and that the Company cannot guarantee identical execution or performance. You agree that STARTRADER shall bear no liability for differences in timing, price, or order execution quality between your account and the Signal Provider's account. All decisions to engage in Copy Trading are made solely by the Client, and execution discrepancies do not give rise to any right of claim, reimbursement, or compensation.

6 Suitability Test

a. The provision of Automated Services is subject to the applicable legislative and regulatory framework. To the extent required, the Company may, at its sole discretion, assess whether such services are appropriate or suitable for you before granting access. The format, methodology, and timing of such assessment shall be determined exclusively by the Company. This assessment may be conducted through a Suitability Test designed to evaluate your investment knowledge, experience, financial situation, and risk tolerance. The assessment is conducted on a non-advisory and non-discretionary basis and shall not be construed as a recommendation or personalised investment advice.

b. Based on the information you provide during the Suitability Test, the Company will determine your investment profile. This profile will be used to assess whether the Automated Services made available through the platform are appropriate for your level of financial understanding and risk appetite. You understand and accept that the results of the Suitability Test are entirely dependent on the accuracy of your responses, which the Company is entitled to rely on without obligation to verify. The Company shall have no obligation to update, audit, or independently confirm the information provided.

c. The Company reserves the right to deny or restrict access to the Automated Services if your Suitability Test results indicate that these services may not be appropriate or suitable for you. Clients who receive a low score or fail to meet the required criteria may be restricted from using the Copy Trading features. For the avoidance of doubt, the Company's decision to grant access shall not be interpreted as a confirmation, endorsement, or guarantee of the suitability or appropriateness of the services for you.

d. You acknowledge that the accuracy and completeness of the information provided during the Suitability Test are critical to the resulting investment profile. The Company shall bear no responsibility and accepts no liability for any direct or indirect losses, damages, or claims arising from false, misleading, outdated, or incomplete information provided by you. Providing inaccurate or incomplete information may result in an incorrect investment profile and access to services that are not aligned with your actual financial situation or experience. You shall bear sole responsibility for all outcomes resulting from such information.

e. The Company may, at its discretion, request updated information from you periodically to reassess the suitability of the services provided. However, the Company is under no obligation to do so. You are responsible for keeping your profile information up to date and for notifying the Company promptly of any material changes to your financial situation or investment objectives. Failure to do so may result in the continued use of services that may no longer be appropriate, for which the Company disclaims all liability.

7 Risk Disclosure and Financial Responsibility

You are solely responsible for evaluating your financial position and determining whether you can afford to engage in Automated Services. Copy Trading is a speculative and high-risk activity that may result in significant financial loss, including the potential loss of all invested capital and, in some cases, losses exceeding your initial deposit. By using these services, you expressly acknowledge and accept the following specific risks:

a. Trades are executed automatically based on the investment decisions of the selected Signal Provider(s), without requiring manual intervention. You acknowledge that you have limited control over these trades once initiated in terms of its timing, size, or outcome.

b. If you choose to manually modify or close a position that was opened through the Automated Services, the outcome may differ significantly from the original trade as executed by the Signal Provider. Such intervention may disrupt the intended strategy and is done entirely at your own discretion and risk.

c. Your account balance must be sufficient to meet the minimum required thresholds for trade replication. Failure to maintain an adequate balance may result in incomplete, delayed or failed trade execution.

d. If you begin copying trades after a Signal Provider has already opened a position, your trade will be opened at the best available price at the time of copying – not at the original entry price. This may lead to a materially different pricing, risk exposure, and outcome for your copied trade.

e. Differences in trading parameters – such as account balance, leverage, minimum trade size, spread, interest, execution speed, and applicable fees – can lead to discrepancies in execution and performance between your account and the Signal Provider's account.

f. The Company makes no warranty regarding the Signal Providers' experience, trading acumen, or any performance. You may choose to copy Signal Providers who are inexperienced, lack a verifiable track record, or whose financial objectives, trading strategies, and risk tolerance differ significantly from your own. This may result in inconsistent, unsuitable or adverse trading outcomes for which you assume full responsibility.

g. Some financial instruments in a Signal Provider's portfolio may be restricted under applicable laws or regulations in your jurisdiction or account type. In such cases, trades may be replaced with equivalent instruments where possible. However, such replacements may not mirror the Signal Provider's trades in terms of timing, structure, or performance, and you understand and accept that it may lead to deviations in portfolio results.

h. You are encouraged to carefully consider these risks and consult independent financial or legal advice if needed. You understand and agree that the Company is not responsible for any decisions you make to use the Automated Services, copy particular Signal Providers, or follow specific trading strategies. The Company disclaims all liability for any direct, indirect, incidental, or consequential losses, including trading losses, opportunity costs, or missed profits, arising from or related to your use of the Automated Services. All decisions to participate in copy trading are made at your own risk, and you assume full responsibility for the outcome.

8 Conflicts of Interest

The Company is committed to acting honestly, fairly, and professionally in accordance with the best interests of its clients when providing the Automated Services. However, you acknowledge and accept that situations may arise where the interests of the Company, its employees, associates, or other clients may conflict with your own interests. The existence of such conflicts does not impose a fiduciary duty on the Company. You are encouraged to review the relevant provisions of the Client Agreement available on our website for further details.

9 Operations of Copy Trading Services

9.1 Upon successful registration with the Company, you will be granted access to the STARTRADER mobile application using your platform login credentials. Before you can begin copying a Signal Provider, you must ensure that your trading account is sufficiently funded. These funds will be allocated specifically to your Copy Trading account. Trades initiated by the selected Signal Provider(s) will be automatically executed in your account. By using the Automated Services, you acknowledge and accept that:

- **a.** No further confirmation, prior consent, or approval will be requested from you before trades are executed;
- **b.** You authorize the automatic opening, modification, and closure of trades without intervention;
- **c.** Trades below the minimum trade amount threshold will not be executed;
- **d.** If you manually close a position while actively copying a Signal Provider, your trading balance will be proportionally redistributed among remaining open positions during the next rebalancing cycle.
- **e.** The Company does not guarantee real-time execution parity between your account and the Signal Provider's account. Timing differences may occur and are accepted as part of the copy trading process.

9.2 When using the Automated Services, you are subject to various limitations, including but not limited to:

- **a.** Minimum and maximum amounts that can be allocated to Copy Trading;
- **b.** Restrictions on the number of Signal Providers you may follow simultaneously;
- **c.** Minimum number of trades required;
- **d.** Maximum allowable investment per signal or account.

These parameters are enforced by the platform to ensure system integrity and risk management and may be amended from time to time at the sole discretion of the Company.

9.3 You may choose among different methods of trade execution when subscribing to a Signal Provider:

- **a.** Copy all open and future trades in the Signal Provider's account;
- **b.** Copy only new trades opened after the time of subscription – trades opened prior to subscription will not be replicated.

9.4 When copying existing open trades, positions in your account will be opened at the best available market price at the time of copying – not at the original price at which the trade was opened by the Signal Provider. If the relevant markets are closed at the time of copying, the position will be entered when the market reopens at the first available price. You acknowledge and accept that price differences, slippage, and timing deviations may arise and are beyond the Company's control.

9.5 When copying only new trades, positions will be opened simultaneously with the corresponding trade executed by the Signal Provider; All trade instructions, including stop-loss, take-profit, and trade closures, will be mirrored automatically in your account. If the Signal Provider modifies a trade – such as extending a stop-loss – this adjustment will be reflected in your account. However, the position size will remain unchanged unless otherwise stated.

9.6 The Company may introduce additional features or functionalities to the Copy Trading platform at its sole discretion. Such enhancements may impact the way Automated Services operate. Where applicable, you may be notified of material changes; however, the Company shall not be liable for any resulting differences in trading outcomes or performance following such changes.

% 10 Profit-Sharing Model

10.1 Copiers agree to compensate Signal Providers for the provision of Copy Trading services through a profit-sharing model established by the Company. This model is designed to ensure fair, transparent, and competitive compensation to Signal Providers, based on the performance of copied trades. The terms of this model are governed by the conditions set out below and may be amended at the discretion of the Company.

10.2 Profit-Sharing Ratio:

a. Signal Providers are granted the discretion to set a profit-sharing ratio within a range of 0% (minimum) to 50% (maximum). This percentage is applied to the Copier's net trading gains as calculated under the High-Water Mark ("HWM") methodology. For illustrative purposes, if the profit-sharing ratio is set at 10%, and a Copier earns $1,000 in net profit from trades copied from a Signal Provider, the Signal Provider will receive a performance fee of $100, provided that the profit exceeds the HWM threshold at the time of settlement. No performance fee shall be due and payable if the profit does not exceed HWM.

b. Signal Providers may update their profit-sharing ratio at any time; however, such changes will only apply to new trades copied after the change is implemented. The profit-sharing ratio associated with an already-copied trade is fixed and cannot be altered.

10.3 Eligibility and Conditions:

a. A profit-sharing fee is only applicable if a net profit is generated on the Copier's account from trades copied from a Signal Provider, in accordance with the HWM rules. No fee is payable if the copied trades result in a loss.

b. The HWM is defined as the highest historical floating profit level achieved on the Copier's account while copying from a specific Signal Provider. Signal Providers are only eligible to earn a performance fee if the current floating profit level exceeds the HWM at the time of settlement.

c. The floating profit level is evaluated and settled according to the applicable settlement period, as follows:

Daily: At 00:00 (UTC+0) every calendar day.

Weekly: At 00:00 (UTC+0) every Saturday.

Monthly: At 00:00 (UTC+0) on the first calendar day of each month.

All settlement times are based on UTC+0, irrespective of Daylight Saving Time or Standard Time. This schedule is subject to change without notice. The Company disclaims any liability for delays, calculation errors, or technical issues that may affect fee settlement, including but not limited to system outages, connectivity failures, or platform disruptions.

d. A Copier's current floating profit level refers to the net result of all open (unrealised) and closed (realised) trading positions copied from a specific Signal Provider, as evaluated at each settlement under Clause 10.3(c). This profit level is compared against the previously established HWM to determine whether a performance fee is payable. If the current floating profit level exceeds HWM, the difference may be subject to the agreed profit-sharing ratio, and a performance fee will be paid to the Signal Provider. No fee is payable in the event of a net loss or if the floating profit level remains below HWM.

10.4 Performance Fee Realization

a. If the eligibility criteria are met as per Clause 10.3, the performance fee will be calculated based on the applicable profit-sharing ratio. The fee will be deducted from the Copier's account and paid to the corresponding Signal Provider. The floating profit level immediately prior to fee deduction becomes the new HWM threshold.

b. The performance fee will only be deducted if the Copier's margin level remains at or above 100% following the fee realization. The Company reserves the right to withhold, cancel, or postpone the payment of performance fees if the margin level is at risk of falling below this threshold. The Company accepts no liability for withheld or deferred payments under these circumstances.

10.5 Deposits, Withdrawals, and Trading Flexibility

a. Copiers may deposit or withdraw funds while holding open positions with Signal Providers. However, any withdrawal must not jeopardize the payable performance fee or compromise the margin level below acceptable limits. Withdrawable amounts will be determined based on the net balance after factoring in applicable fees and margin requirements that may be imposed by the Company from time to time.

10.6 The Company reserves the right, at its sole and absolute discretion, to modify the profit-sharing model, including the applicable ratios, eligibility criteria, fee calculation methods, and settlement processes, at any time and without prior notice. No Signal Provider or Copier shall have any vested right to a particular model, ratio, or calculation methodology. All decisions made by the Company with respect to the profit-sharing model, including those regarding disputes or matters not specifically addressed in these Terms and Conditions, shall be final, binding, and non-contestable for both Copiers and Signal Providers.

11 Becoming a Signal Provider

11.1 To maintain high standards of knowledge, competence, and integrity within the Copy Trading ecosystem, the Company reserves the right to implement procedures and eligibility criteria for clients wishing to become Signal Providers. These procedures are established at the Company's sole discretion and may be amended at any time with or without prior notice.

11.2 Signal Providers are expected to act honestly, fairly, and professionally, and to operate in the best interest of Copiers and the broader trading community. The Company shall provide clear guidance to all applicants regarding the responsibilities and requirements of acting as a Signal Provider on the STARTRADER platform. The Company does not guarantee, supervise, or endorse the individual qualifications, skill level, or performance of any approved Signal Provider.

11.3 In the interest of transparency and accountability, the Company may impose additional obligations on Signal Providers, including but not limited to:

a. Disclosure of any potential or actual conflicts of interest;

b. Submission of relevant supporting documentation;

c. Ongoing compliance with conduct standards, legal obligations, and platform-specific rules.

These measures are designed to ensure that Signal Providers possess the necessary skills and operate with the integrity expected within a regulated financial services environment. The Company reserves the right to determine the sufficiency of any such disclosures or documentation.

11.4 The following procedures and requirements apply to clients seeking to become Signal Providers:

a. Eligibility:

i. You must hold an active live trading account with STARTRADER.

ii. You must meet a minimum deposit requirement of USD 500 (or its equivalent in other currencies).

iii. You are required to complete and pass the Company's identity verification procedures, which may include submission of valid identification and proof of address documentation, in line with applicable regulatory obligations.

b. Trading Knowledge and Proficiency:

i. You may be required to complete a trading knowledge and skills assessment.

ii. If you fail the assessment, you may be permitted to retake it; however, repeated failures may result in disqualification from the application process for which the Company bears no obligation to provide justification for such disqualification.

c. Acknowledgement of Terms:

i. By applying to become a Signal Provider, you acknowledge that you have read, understood, and agreed to the applicable terms and conditions.

ii. You must declare that the information provided in your application is accurate and truthful.

iii. You agree to comply fully with the obligations and responsibilities of a Signal Provider under the Copy Trading Terms and Conditions. Failure to do so may result in immediate disqualification or termination of Signal Provider status.

d. Evaluation and Approval:

i. Your application will be reviewed and evaluated by the Company.

ii. Evaluation criteria may include your trading track record, account activity, compliance status, and general suitability.

iii. Approval is not guaranteed and is granted solely at the Company's discretion.

The Company reserves the right to reject or revoke any application or approval at any time, without the obligation to provide reasons.

e. Public Mode Requirement:

i. Signal Providers are required to operate in Public Mode to enable Copiers to view and copy their trading activity.

ii. Signal Providers operating in Off Public Mode will have their Copy Trading functionality disabled until reactivation of Public Mode.

f. Ongoing Responsibilities:

i. Signal Providers are expected to maintain ethical and responsible trading practices, comply with applicable laws and regulations, and operate with professionalism.

ii. You are required to act in good faith and consistently meet the expectations associated with providing a trading signal service.

g. Ongoing Evaluation and Termination

i. The Company reserves the right, at its sole and absolute discretion, to suspend, restrict, or permanently terminate your status as a Signal Provider at any time and without prior notice, under any of the following circumstances:

- Failure to meet the Company's performance criteria or minimum activity standards;
- Breach of any applicable laws, regulations, or STARTRADER's Terms and Conditions;
- Provision of false, misleading, or incomplete information during the application or evaluation process;
- Repeated poor trading performance, including sustained losses or erratic trading behavior;
- Violation of ethical standards or engagement in misconduct or unprofessional conduct;
- Failure to maintain your account in Public Mode for prolonged period of time;
- Non-compliance with requests for documentation, disclosures, or conflict-of-interest declarations;
- Actions deemed to be in conflict with the best interests of Copiers or the integrity of the STARTRADER's platform.

ii. Signal Providers may request to terminate their Signal Provider status at any time by submitting a formal request to the Company through the appropriate communication channel. The termination will take effect upon confirmation by the Company and may be subject to the settlement of any pending obligations, including performance fees due and active trades.

iii. The Company's decision to terminate any Signal Provider status shall be final and binding. The Company shall not be liable for any direct or indirect losses, reputational damage, opportunity costs, or loss of trading access resulting from such termination.

12 Fees

When you engage in trading activity via Automated Services, you may be subject to various fees and charges, including those associated with the underlying financial products being copied. The total cost associated with each copied trade may vary depending on the financial instrument involved, market conditions, and your account type. You are solely responsible for reviewing, understanding, and monitoring the specific fee structure applicable to the product(s) you are copying. The applicable fees for each product are published on the Company's website and may be updated from time to time at the Company's sole discretion, with or without prior notice. The Company reserves the right to amend its fee structure, pricing, or applicable charges at its sole discretion, in line with market practices and regulatory obligations. Any such changes will be deemed effective upon publication on the Company's website and/or communicated through official client channels, where applicable. The Company disclaims any liability for indirect, incidental, or consequential losses arising from changes to fees, or from your failure to consult the applicable fee schedule.

13 Liabilities

Client further acknowledges and accepts the following limitations and disclaimers of liability in relation to the use of Automated Services:

13.1 The Company does not provide personalized investment recommendations, investment advice, tax advice, or any form of financial advisory services. Any information, reference, trade signal, or performance data made available on the platform or through the Automated Services is for informational purposes only and should not be interpreted or relied upon as investment advice. The Company acts solely as a technical facilitator of Copy Trading functionality and bears no responsibility for the suitability or performance of any trading strategy. All decisions made by you in relation to your trading activity are your sole responsibility.

13.2 The Company provides general educational content, trading tools, and informational materials on its website and mobile application. You are strongly encouraged to review these resources and conduct your own independent research before making any trading decisions. Such content is provided on a non-reliance basis and shall not be construed as a recommendation or guarantee. You remain solely responsible for the management of your account, including the selection of Signal Providers and the risk associated with copying trades.

13.3 The Company reserves the right, at its sole discretion, to monitor the activity and performance of all Signal Providers operating on the platform. The Company may, without prior notice and for any reason including but not limited to performance concerns, suspected misconduct, regulatory considerations, or technical issues, suspend, pause, or terminate the participation of any Signal Provider in the Automated Services. Such monitoring is undertaken solely for internal platform integrity purposes and does not constitute an endorsement, review, or guarantee of any Signal Provider's performance. The Company shall not be held liable for any resulting disruptions, missed opportunities, or losses incurred as a result of such actions.

13.4 Neither STARTRADER nor any of its Affiliates or associate third parties will be liable to any party for any damages, claims, expenses or losses of any kind (whether direct, indirect, special, incidental, punitive, exemplary or consequential or otherwise) suffered by any party and/or arising from or in connection with any of the following:

a. Any actions taken by the Company based on your written or verbal instructions;

b. Any trades executed or decisions made by Signal Providers that you have chosen to copy;

c. Any omissions, actions, or decisions made in good faith by Signal Providers;

d. Your use of, or reliance on, any information, data, or materials made available through the Company's website or mobile application;

e. Any delay, interruption, malfunction, or failure of systems, servers, internet connectivity, or communications infrastructure, including but not limited to errors, technical malfunctions, or computer viruses.

You expressly agree that STARTRADER's total liability, if any, arising from your use of the Automated Services shall be limited to the amount of fees paid by you to the Company for such services, and that all risk of loss arising from your use of Copy Trading lies solely with you.

14 Data Privacy

14.1 The Company's real-time Copy Trading platform incorporates social and community-based features that enable traders to share strategies, performance insights, and interact with other users. By participating in this community, you acknowledge and agree that your engagement – including contributions to discussions and performance-sharing – is voluntary and subject to the terms set out herein and the Company's Privacy Policy.

14.2 Users who choose to be part of the public trader network expressly opt in and consent to the publication of certain non-confidential and non-proprietary information. While your actual trade amounts and personal financial data are never disclosed, the following categories of information ("Data") may be publicly viewable on the Company's website or mobile application, provided you opt into the community features:

- Your username and full name;
- Your profile picture or avatar (if provided);
- Your state or country of residency;
- Gender (if disclosed voluntarily);
- Your social trading network connections (e.g., users who follow you or whom you follow);
- Users who copy your trades or whom you copy;
- Community engagement activity such as posts, blogs, comments, likes, and any other publicly shared content or interactions through the Company's website, mobile app, or communication channels;
- Any content, feedback, or opinions you submit via email, chat, website forms, or other communication tools integrated with the platform.

14.3 By downloading, installing, accessing, or using the Copy Trading services of the Company, you agree, accept, and acknowledge that the above Data is considered non-confidential and non-proprietary – except for personal data protected under applicable data protection laws and the Company's Privacy Policy.

14.4 The Company is committed to protecting your personal information in accordance with relevant data protection regulations where applicable. Personal data not expressly listed above will be collected, processed, and protected in accordance with the Company's Privacy Policy, which forms an integral part of this Agreement. You are encouraged to review the Privacy Policy regularly to understand how your data is handled.

15 Risks Associated with Copy Trading

Copy trading features on CFDs are associated with inherent risks, and you are strongly encouraged to carefully consider your financial position, level of trading experience, and risk appetite before deciding to use these features. CFDs are complex, leveraged financial instruments that carry a high risk of rapid capital loss due to market volatility and price fluctuations. When combined with copy trading, the risks may be amplified, as positions are automatically executed based on the strategies and decisions of third-party traders (Signal Providers), over whom you have no control. Copy trading with CFDs may expose you to sudden and substantial losses, including the possibility of losing more than your initial investment, especially in highly volatile or illiquid markets. You should take into account that reliance on the trading performance of others does not guarantee similar results. Past performance is not indicative of future results, and the use of leverage in CFD trading can significantly increase both potential gains and potential losses.

Any reliance on information provided on the Company's website is solely at your own risk, as copy trading features are made available strictly for informational purposes only. Accordingly, you are advised to evaluate your trading decisions independently and assess whether you can afford to lose your invested capital by conducting your own research prior to making any investment decision. You are solely responsible for determining whether the Signal Providers you choose to follow or copy possess the relevant trading experience, skills, strategies, and other key attributes that align with your risk tolerance and investment objectives. The Company does not vet, endorse, or guarantee the qualifications or performance of any Signal Provider.

When you copy a Signal Provider, positions will be opened or copied with the same stop-loss, take-profit levels, and leverage settings to the extent possible. Trades that cannot be copied due to insufficient funds will not be executed. Once you begin copying a Signal Provider, trades will be opened and/or closed automatically without further notice or intervention, which may lead to either profits or losses. The Company is not responsible for any losses incurred as a result of copy trading. If you choose to manually intervene in the copied trades, please be aware that the outcome may differ from the results achieved by the Signal Provider. Additionally, actions taken by the Signal Provider, such as withdrawals or trade modifications, may have an impact on the proportion of trades and result in differences in your account’s performance.

The Company is not responsible for any trading decisions made by Copiers or Signal Providers. All content, materials, information, and past performance data are provided for informational purposes only and should not be construed as indicative of future performance. You should conduct your own independent research and not rely solely on the opinions or advice of Signal Providers or other traders, as such opinions do not constitute financial or investment advice and should be approached with caution. There is no guarantee that the profits or losses achieved by a Signal Provider will be replicated by the Copier, and the Company cannot ensure that any trade or position will be executed at the same time or price as the Signal Provider’s, given the influence of variables such as account balance, deposit/withdrawal activity, market conditions, account settings, and specific features of the Signal Provider’s account.

Attention must also be paid to the variations between historical performance and actual trading results. These discrepancies are due to inherent risks in the financial markets and differences in the financial capacity to absorb losses at the time of trading. Therefore, by engaging in Copy Trading features, you expressly acknowledge and accept full responsibility for all actions taken on your account. Any views or opinions expressed by traders or Signal Providers do not constitute financial or investment advice, either directly or indirectly. You are strongly encouraged to seek independent financial advice before engaging in Copy Trading. The Company shall not be liable for any losses, damages, or claims arising from your participation in Copy Trading.