

## DOCUMENT 1: ERA TRADE TERMS OF SERVICE

**Version 2.0 | Effective Date: January 30, 2026**

### **1. Introduction and Definitions**

1.1. These Terms of Service ("Terms," "Agreement") are entered into between you ("User," "Trader," "You") and OsOO "Bold Fund," registered at: Kyrgyz Republic, Bishkek, Suyumbayeva Street, 16 ("Company," "Provider," "we," "our").

1.2. **Definitions.** Key terms have the following meanings:

\* **Service:** The Era Trade Platform, accessible at <https://eratrade.io>, including all its features, content, technologies, and services.

\* **Evaluation Program (Challenge):** A simulated trading program, the terms of which (profit targets, drawdown limits, deadlines, etc.) are detailed in **Appendix A: Trading and Evaluation Rules**, which forms an integral part of these Terms.

\* **Funded Account:** A virtual trading account in a simulated environment, access to which is granted after successful completion of the Evaluation Program under the conditions of **Appendix A**.

\* **Prohibited Trading Practice:** Any action expressly prohibited by **Section 4** of these Terms and **Appendix A**.

\* **Simulated Profit:** Remuneration calculated according to the formula in **Appendix A**, which may be paid to the User after successful trading on the Funded Account and passing all verifications.

1.3. By using the Service, you confirm that you have read, understood, and unconditionally agree to comply with: (a) these Terms; (b) **Appendix A: Trading and Evaluation Rules**; (c) **Appendix B: Privacy Policy**; (d) **Appendix C: Responsible Trading Policy**.

### **2. Nature of Services. Strict Disclaimer of Investment Services.**

2.1. The Company provides **exclusively services for simulation, evaluation, and training of trading skills**.

2.2. **IMPORTANT NOTICE: NO SERVICES PROVIDED BY THE PROVIDER CAN BE CONSIDERED INVESTMENT, BROKERAGE, OR FINANCIAL ADVISORY SERVICES UNDER THE LAWS OF ANY JURISDICTION.**

2.3. **The Provider does not give or provide you with any guidance, instructions, or information on how or in what manner you should execute transactions when using the Service. Nothing on the Site constitutes an offer to sell or buy any real financial instruments.**

2.4. All trading operations occur in a strictly simulated environment. No real funds are deposited, invested, or traded on real financial markets through the Provider.

2.5. **Relationship with Bold Fund.** The Era Trade platform operates as an independent simulation and evaluation service. **OsOO "Bold Fund"** acts solely as the operator of this platform and a technical service provider. **Bold Fund does not provide brokerage, investment, payment, or capital management services.**

### **3. Eligibility, Registration, and Account**

3.1. You guarantee that: (a) you are at least 18 years old; (b) you are not a resident/citizen of the

USA, countries included in UN, EU, FATF sanctions lists, or other jurisdictions where our services are restricted (full list in **Appendix A**).

3.2. You are obliged to provide accurate, current, and complete information. The Company reserves the right to deny services or close an account in case of providing false data.

3.3. One person may have only one primary account. Creating multiple accounts to circumvent rules will result in immediate blocking of all related accounts without compensation.

#### **4. Prohibited Trading Practices and Compliance Control**

4.1. You agree not to perform on the Platform any actions that the Company, in its reasonable discretion, deems unfair, manipulative, or malicious. **An exhaustive list is provided in Appendix A** and includes, but is not limited to:

- \* Use of arbitrage strategies (latency arbitrage, hedge arbitrage, etc.).
- \* News Trading.
- \* Spoofing, volume manipulation.
- \* Use of unauthorized bots, scripts, APIs.
- \* Opening opposite positions on the same asset across different accounts owned by the same user.
- \* Any exploitation of errors, pricing delays, or vulnerabilities of the Platform.

4.2. The Company reserves the right, at its discretion, to conduct checks, including selective **risk interviews** (requiring answers to strategy-related questions), to assess compliance of trading with established rules.

4.3. In case of detection of a Prohibited Practice, the Company may, without prior notice: (a) annul the results of all trades related to the violation; (b) block or close your account; (c) deprive you of the right to any payouts; (d) retain paid fees.

#### **5. Payments. Finality and Dispute Policy.**

5.1. **FINALITY OF PAYMENTS.** The fee for participation in the Evaluation Program is **final and non-refundable** from the moment of challenge activation. It is paid for access to the evaluation platform and related services, which are provided immediately.

5.2. **DISPUTE/CHARGEBACK POLICY.** **Any attempt to dispute a transaction (initiate a chargeback) through a bank or payment system, except in cases of proven fraud committed directly by the Company, is considered a material breach.**

- \* **All your accounts will be immediately and permanently blocked.**
- \* **You will lose the right to any payouts and access to the Service.**
- \* The Company reserves the right to recover from you all costs associated with disputing the payment (fees, legal expenses).

5.3. **Payment Methods.** Service fees may be paid in cryptocurrency through integrated gateways (e.g., CoinPayments) or in fiat currency (USD, EUR, etc.) via authorized payment providers. Current payment methods are indicated on the Site during checkout. The Company reserves the right to change the list of available payment methods.

#### **6. Evaluation Program, Funded Account, and Payouts**

6.1. Access to the Funded Account is granted **only** after successful completion of all stages of the selected Evaluation Program in strict accordance with **Appendix A**.

6.2. The procedure for calculating Simulated Profit, payout conditions, schedule, and minimum withdrawal amount are detailed in **Appendix A**.

6.3. Any payout is contingent upon successful completion of a trading cycle on the Funded Account and passing the mandatory identity verification procedure (KYC).

6.4. **Nature of Simulated Profit and Payouts.** Any "profit" calculations on the Funded Account are **purely simulated. Payouts to the User are not investment income, dividends, or distribution of trading profit.** They represent a **reward** for successful participation and demonstration of skills within the Era Trade evaluation program. The User **does not manage and never has access to the Company's real funds or assets.**

## **7. Extended Risk Warning**

**BY USING THE SERVICE, YOU CONFIRM THAT YOU ARE AWARE OF AND ACCEPT THE FOLLOWING RISKS:**

- Risk of losing 100% of the paid fee for the challenge in case of its failure.
- High volatility of simulated markets, which may lead to a rapid breach of drawdown limits.
- Technological risks: platform failures, delays, cyberattacks.
- No guarantees of obtaining a Funded Account or payouts.
- Risk of changes to these Terms, Rules, or service costs.
- Psychological risk and stress associated with trading activity.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM THE USE OF THE SERVICE.

## **9. Termination**

The Company reserves the right to suspend or terminate your access to the Service immediately and without compensation in case of your violation of these Terms or **Appendix A**.

## **10. Governing Law and Dispute Resolution**

10.1. Arbitration. Any dispute, disagreement, or claim arising out of or in connection with these Terms, including questions regarding their validity, breach, or termination, shall be finally and bindingly resolved by arbitration in accordance with the Rules of the Arbitration Court at the Chamber of Commerce and Industry of the Kyrgyz Republic.

10.2. Waiver of Court Jurisdiction. The Parties agree that all such disputes shall be resolved exclusively by arbitration and knowingly waive the right to have any such dispute heard in a court of general jurisdiction, except for applying to a competent court for interim protective measures or enforcement of an arbitral award.

10.3. **Seat and Language.** The seat of arbitration shall be Bishkek, Kyrgyz Republic. The language of arbitration shall be Russian or English (as agreed by the parties or determined by the arbitrator).

10.4. **Class Action Waiver.** You waive the right to participate in a class or representative action lawsuit.

## 11. Miscellaneous.

11.1. **Communication:** Official notifications are sent to the email specified in your account. Send questions to support@eratrade.io.

11.2. **Changes to Terms:** We reserve the right to update the Terms. Continued use of the Service after changes are posted signifies your acceptance of them.

11.3. **Severability:** If any provision is found to be invalid, the remaining provisions shall remain in force.

**The User confirms that they have read, understood, and accept all terms set forth in this Agreement and its Appendices (A, B, C).**

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## APPENDIX A: ERA TRADE TRADING AND EVALUATION RULES

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These Rules form an integral part of the Era Trade Service Terms of Use ("Terms"). All capitalized terms have the meanings defined in the Terms.

### 1. TECHNICAL DEFINITIONS

- **Initial Balance:** The virtual amount with which a Challenge or Funded Account begins.
- **Balance:** The account value considering **only closed** trades.
- **Equity:** The current account value considering **all open and closed trades** (Balance + Floating P/L).
- **Drawdown:** A decrease from the initial balance or from the maximum achieved equity level.
- **Maximum Drawdown:** The maximum allowable decrease, calculated from the initial balance.
- **Daily Drawdown:** The maximum decrease in equity during a calendar trading day (00:00 – 23:59 UTC). Calculated from the balance at the start of the day.
- **Trading Day:** Any calendar day during which at least one trade was opened or closed.
- **Trading Cycle (Payout Cycle):** A period on the Funded Account, at the end of which a payout can be requested. Minimum duration is 14 calendar days.

### 2. EVALUATION PROGRAM (CHALLENGE) PARAMETERS

Conditions for the two-stage evaluation model (Challenge + Verification):

Parameter / Account Size	\$10,000	\$25,000	\$50,000	\$100,000
<b>Profit Target (Stage 1)</b>	8% (\$800)	8% (\$2,000)	8% (\$4,000)	8% (\$8,000)
<b>Profit Target (Stage 2)</b>	5% (\$500)	5% (\$1,250)	5% (\$2,500)	5% (\$5,000)
<b>Max. Overall Drawdown</b>	10%	10%	10%	10%
<b>Max. Daily Drawdown</b>	5%	5%	5%	5%
<b>Min. Trading Days</b>	3	3	3	3
<b>Time to Complete</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Max. Leverage</b>	1:20	1:20	1:20	1:20

**Note:** The Company reserves the right to offer other evaluation models (e.g., one-step). Current parameters are always indicated on the Challenge purchase page.

### 3. PROHIBITED TRADING PRACTICES (DETAILED)

The following actions are strictly prohibited at all stages (Challenge, Verification, Funded Account) and will lead to immediate disqualification:

1. **Arbitrage:** Profiting from pricing delays or discrepancies between different platforms, including latency arbitrage and arbitrage between accounts.
2. **News Trading:** Deliberately opening positions immediately before (2 minutes) or after (within 2 minutes) the release of key macroeconomic news (NFP, central bank rate decisions, CPI).
3. **Use of Unauthorized Software:** Any bots, scripts, automated systems, or APIs not provided or explicitly approved by Era Trade. Only trade and risk managers that do not execute trades automatically are permitted.
4. **Manipulation:** Spoofing (placing and canceling large orders to create a false impression), volume pumping (wash trading).
5. **Hedging Between Accounts:** Opening opposite positions on the same asset across different accounts owned by the same user to neutralize market risk.
6. **Loss Masking:** Using aggressive trading on one account to compensate for losses on another.

7. **Exploitation of Errors:** Any use of technical failures, pricing errors, or functional vulnerabilities of the Platform.

The Company reserves the exclusive right to determine whether a specific strategy or trade falls under the definition of a Prohibited Practice.

#### 4. PROCEDURE FOR TRANSITION TO A FUNDED ACCOUNT AND PAYOUT

1. **Verification:** After achieving the Stage 1 target and complying with all rules for a minimum of 3 trading days, the account automatically proceeds to Stage 2 (Verification). Its parameters are reset, and the new profit target must be achieved.
2. **Obtaining a Funded Account:** Successful completion of Stage 2 grants the right to open a Funded Account with virtual capital corresponding to the chosen Challenge.
3. **Profit Calculation for Payout:**
  - **Net Profit** = (Final balance of the Funded Account at the end of the Trading Cycle) – (Initial balance of the Funded Account).
  - **Trader's Share** = **80%** of Net Profit.
  - Payout is possible only upon completion of a Trading Cycle (min. 14 days) and reaching the minimum payout amount of **\$100**.
4. **Payout Process:** To request a payout, the KYC procedure must be completed. After approval of the request, the payout in USDT (TRC-20/ERC-20) is processed within **5 (five) business days**.

#### 5. RESTRICTED JURISDICTIONS

Era Trade services may be restricted or unavailable to residents of certain countries. **The current and exhaustive list of restricted jurisdictions is published and periodically updated on the Site in the relevant section.** The User is solely responsible for verifying their eligibility to use the Service under the laws of their country of residence. Providing inaccurate information about residency constitutes a breach of the Terms.

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