



CEM-Markets

CEM Markets

General Terms and Conditions

These CEM Markets General Terms and Conditions (“GTC”) govern the rights and obligations associated with using the services provided by CEM Markets (the “Services”), primarily offered through the website at www.capitalequitymarkets.com (the “Website”). Please read these GTC carefully. If you do not agree to any part of these terms, you should not use the Services.

1. INTRODUCTORY PROVISIONS

1.1. These GTC govern your (“you,” “your,” or the “Customer”) rights and obligations related to the Services provided by CEM Markets, with its registered office at Golden Cross House, 8 Duncannon St, London WC2N, United Kingdom (“we,” “our,” or the “Provider”).

1.2. By registering on the Website or using the Services without registration, you enter into a contract with the Provider for the chosen Services. These GTC are part of that contract, and by entering into it, you agree to comply with these terms.

1.3. The Services are intended only for individuals over 18 residing in regions where the Services are accessible. By registering, you confirm that you are over 18. If you are under 18, you may not use the Services. You agree to access the Services only in countries where they are legally available, acknowledging that your access may be restricted or prohibited by law in certain jurisdictions.

1.4. The Provider does not offer Services to individuals or entities from Restricted Jurisdictions or to those subject to relevant sanctions or with a criminal record related to financial crime or terrorism. Restricted Jurisdictions are defined by the Provider and listed on the Website. The Provider reserves the right to refuse or terminate Services as outlined in this clause, and Customers from Restricted Jurisdictions are prohibited from accessing the Client Section and/or Trading Platform.

1.5. The Services include tools for simulated trading on the FOREX market or other financial markets, along with analytical tools, training resources, and access to the Client Section. Simulated trading involves fictitious funds and does not involve real trades or assets. You acknowledge that no profits, remuneration, or payment is owed to you for performance in simulated trading.

1.6. NONE OF THE SERVICES PROVIDED CONSTITUTE INVESTMENT SERVICES OR ADVICE. CEM Markets does not offer guidance, instructions, or recommendations on how to perform transactions. Any such interpretation of statements by Provider employees or representatives as advice is expressly disclaimed by the Provider, which accepts no liability for them.

1.7. Personal data is handled in accordance with our Privacy Policy.

1.8. Definitions and abbreviations used in these GTC are outlined in clause 18.

2. SERVICES AND ORDERING PROCESS

2.1. Services can be ordered via the Website by completing a registration or order form. Upon registration, you will receive login details for the Client Section and/or Trading Platform.

2.2. The Services include Free Trial, Summit Challenge, and Verification products, which may vary in scope. Free Trial access is limited and does not grant entitlement to further Services.

2.3. All information provided through registration, the Client Section, or otherwise must be accurate and up to date. You are responsible for promptly updating any changes in your information.

2.4. If you provide an identification or tax number or register as a legal entity, you will be considered an entrepreneur for the purposes of these GTC, and consumer rights may not apply.

2.5. The fee for the Summit Challenge depends on the selected option, including initial capital, risk level, and parameters required for successful completion. Detailed fee information is provided on our Website. The final fee depends on your selected options at the time of order.

2.6. Fees cover access to the Summit Challenge. Customers are not entitled to fee refunds, even if the Client Section is cancelled, Services are terminated, or conditions for the Summit Challenge or Verification are unmet.

2.7. If a Customer disputes a fee via chargeback or other methods without justification, the Provider reserves the right to halt Services and deny future requests.

2.8. The parameters selected for the Summit Challenge also apply to the Verification phase. Changes to options are not permitted after selection.

2.9. CEM Markets reserves the right to change fees or Service parameters at any time, which will not affect already purchased Services.

2.10. Service orders can be reviewed, modified, or corrected before submission. The order is complete upon submission, and for Free Trials, upon receipt of email confirmation. For the Summit Challenge, completion occurs upon payment of the selected fee.

2.11. To use the Services, you need compatible technical equipment and software, including third-party software if necessary. CEM Markets is not responsible for compatibility with specific devices or software.

2.12. Third-party terms and privacy policies may apply when accessing external trading platforms.

2.13. If a Customer places an unusually high number of Service orders in a short time, the Provider may issue a warning through the Client Section. Repeated unusual behaviour may result in a suspension of orders. Identified Forbidden Trading Practices may lead to further actions as defined in Section 5.

3. PAYMENT TERMS

3.1. All fees for the CEM Markets Challenge options are displayed in Euros and US Dollars, with payment available in other supported currencies listed on the website. If you choose a currency other than Euro, the fee will be converted based on CEM Markets CEM Markets exchange rate, and the final amount will be displayed in your selected currency prior to confirming payment. If payment is made in a currency other than the chosen one, the fee will be converted according to the current exchange rate at the time of payment.

3.2. Service charges are inclusive of all applicable taxes. If the Customer is an entrepreneur, they are responsible for fulfilling all tax obligations associated with using our services according to applicable laws, including any tax or related fees.

3.3. Payment for the selected CEM Markets Challenge option may be made via payment card, bank transfer, or other payment methods currently offered on the website.

3.4. Payments made by card or other express payment methods will be processed immediately. If bank transfer is chosen, a proforma invoice will be sent electronically, showing the fee for the selected Challenge option. Payment must be made within the period specified in the proforma invoice. Fees are considered paid when the full amount is credited to CEM Markets' account. Failure to pay on time may result in cancellation of the order by CEM Markets. The Customer is responsible for any fees charged by the payment service provider and must ensure that the fee for the selected CEM Markets Challenge is paid in full.

4. CLIENT SECTION AND TRADING PLATFORM

4.1. Each Customer is permitted only one Client Section, where all of their Services are maintained.

4.2. The number of CEM Markets Challenges and Verifications in one Client Section may be limited based on the total initial capital amount of the Customer's chosen products or other criteria. Unless otherwise approved, initial capital amounts cannot be transferred or combined across different products, nor can performance, Service parameters, or any other information.

4.3. Access to the Client Section and Trading Platform is protected by login data, which must not be shared with third parties. If the Customer is a legal entity, authorised employees and representatives may access the Client Section. The Customer is responsible for all activities within their Client Section or Trading Platform, and CEM Markets bears no responsibility for misuse of the Client Section or Trading Platform due to actions on the Customer's part.

4.4. Services may not be available continuously due to maintenance, upgrades, or other reasons. CEM Markets is not liable for any unavailability of the Client Section or Trading Platform, nor for the loss or damage of any data or content uploaded, transferred, or stored within these systems by the Customer.

4.5. A Customer may request to cancel their Client Section by emailing support@cem-markets.io. A cancellation request is regarded as a termination of the contract, ending the Customer's entitlement to use the Services, Client Section, and Trading Platform. CEM Markets will confirm the request by email, at which point the contract terminates. In such cases, no refunds are provided for fees already paid or costs incurred.

5. RULES OF DEMO TRADING

5.1. During demo trading on the Trading Platform, the Customer may engage in transactions except those constituting forbidden trading practices as outlined in clause 5.4. Standard market trading rules, including risk management, should be followed. Restrictions may also be imposed by the trading conditions of the chosen Trading Platform.

5.2. CEM Markets has access to information about demo trades on the Trading Platform, and the Customer consents to share this information with affiliated persons or entities. These parties may handle the data as necessary without additional consent from the

Customer, who is not entitled to compensation associated with its use. It is understood that no investment advice or recommendations are provided through demo trading, and the Customer may suspend demo trading at any time.

5.3. CEM Markets is not responsible for data displayed on the Trading Platform, nor for any delays, inaccuracies, or interruptions of information within the Client Section.

5.4. FORBIDDEN TRADING PRACTICES

5.4.1. Forbidden trading practices include but are not limited to:

(a) Trading strategies exploiting errors in Services, such as price display errors or update delays;

(b) Trading using an external or delayed data feed;

(c) Coordinated trades with others to manipulate trading, including connected or separate accounts;

(d) Trading against the terms of the Provider or Trading Platform;

(e) Use of software, AI, ultra-high speed, or mass data entry for unfair advantage;

(f) Gap trading, especially before or during major financial events, or just before market closure;

(g) Trading inconsistently with standard financial market practices, such as overleveraging, excessive exposure, or one-sided bets.

5.4.2. The Customer agrees to use the CEM Markets Challenge and Verification accounts personally and exclusively, with no third-party access or management allowed.

5.4.3. The Customer must not perform trades that violate market standard risk management practices, such as disproportionately large or small position sizes. CEM Markets reserves the right to determine, at its own discretion, what constitutes forbidden practices.

5.5. Engaging in forbidden practices may lead CEM Markets to consider that the Customer has not met Challenge or Verification conditions. Actions taken may include removing violating transactions from the Customer's trading history, cancelling all Services, or reducing leverage to 1:5.

5.6. If forbidden practices occur across multiple accounts or combined accounts, CEM Markets reserves the right to cancel all related Services and terminate the respective contracts.

5.7. Violations involving CEM Markets Trader accounts may result in cancellation by third-party providers and termination of associated agreements.

5.8. Repeat violations may result in restricted access to Services, with no entitlement to fee refunds.

5.9. CEM Markets is not responsible for trading activities outside its Services, including real trading on financial markets even if the same Trading Platform is used.

5.10. **IMPORTANT NOTICE:** Financial markets are subject to rapid changes, and trading may lead to losses. Past demo trading performance is not indicative of future results.

6. CEM Markets **CHALLENGE AND VERIFICATION**

6.1. After paying the fee for the selected CEM Markets Challenge option, the Customer will receive the relevant login data for the Trading Platform at the email address provided by the Customer or within the Client Section. The Customer activates the CEM Markets Challenge by opening the first demo trade on the Trading Platform. YOU ACKNOWLEDGE THAT, BY OPENING THE FIRST DEMO TRADE, YOU EXPRESSLY DEMAND THE PROVIDER TO PROVIDE COMPLETE SERVICES. IF YOU ARE A CONSUMER, THIS MEANS THE COMPLETION OF SERVICES BEFORE THE EXPIRY OF THE WITHDRAWAL PERIOD, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT, AS SPECIFIED IN CLAUSE 12. If the Customer does not activate the CEM Markets Challenge within 30 calendar days of the date on which it was made available to them, their access will be suspended. The Customer can request renewal of access via the Client Section or by emailing support@cem-markets.io within 6 months of the suspension, otherwise, CEM Markets will terminate the provision of services with no right to a refund of the fee.

6.2. In order to meet the conditions of the CEM Markets Challenge, the Customer must fulfil the following criteria simultaneously:

6.2.1. The Customer must have opened at least one demo trade on at least four different calendar days.

6.2.2. On no calendar day during the CEM Markets Challenge, may the Customer report a loss on any demo trades opened and closed on that day, which exceeds the percentage of the initial capital for the respective option, as described below:

Option	Max Loss per Day
Steady Climb	Up to 5% of the initial capital
Quick Hike	Up to 3% of the initial capital
Troopers	Up to 5% of the initial capital

6.2.3. At no time during the CEM Markets Challenge may the Customer report a loss on any opened and closed demo trades, which exceeds the total percentage of the initial capital for the respective option, as described below:

Option	Max Total Loss
Steady Climb	Up to 10% of the initial capital
Quick Hike	Up to 6% of the initial capital
Troopers	Up to 10% of the initial capital

6.2.4. The Customer must be in a total profit on all closed demo trades amounting to at least the percentage of the initial capital for the respective option, as described below:

Option	Required Profit
Steady Climb	Up to 10% of the initial capital
Quick Hike	Up to 6% of the initial capital
Troopers	Up to 10% of the initial capital

6.3. If the Customer has met the conditions of the CEM Markets Challenge specified in clause 6.2 and has not violated these Terms and Conditions (T&Cs), including the rules of demo trading under clause 5.4, the Provider will evaluate the CEM Markets Challenge as successful. The Verification will then be made available to the Customer free of charge, with login details sent to the Customer's email address or Client

Section. The Provider is not obligated to evaluate the CEM Markets
the Customer has not closed all trades.

Challenge if

6.4. The Customer activates the Verification by opening the first demo trade on the Trading Platform. If the Customer does not activate the Verification within 30 calendar days of receiving the new login data, their access to the Verification will be suspended. The Customer can request renewal of access via the Client Section or by emailing support@capitalequitymarkets.com within 6 months of the suspension, otherwise, CEM Markets will terminate the provision of services with no right to a refund.

6.5. To meet the conditions of the Verification, the Customer must fulfil the following requirements:

6.5.1. During the Verification, the Customer must open at least one demo trade on at least four different calendar days.

6.5.2. On no calendar day during the Verification may the Customer report a loss on any demo trades opened and closed on that day, which exceeds the percentage of the initial capital for the respective option, as described below:

Option	Max Loss per Day
Steady Climb	Up to 5% of the initial capital
Quick Hike	Up to 3% of the initial capital
Troopers	Up to 5% of the initial capital

6.5.3. At no time during the Verification may the Customer report a loss on the sum of opened and closed demo trades, which exceeds the total percentage of the initial capital for the respective option, as described below:

Option	Max Total Loss
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Steady Climb Up to 10% of the initial capital

Quick Hike Up to 6% of the initial capital

Troopers Up to 10% of the initial capital

6.5.4. The Customer must be in a total profit from all closed demo trades amounting to at least the percentage of the initial capital for the respective option, as described below:

Option	Required Profit
Steady Climb	Up to 10% of the initial capital
Quick Hike	Up to 6% of the initial capital
Troopers	Up to 10% of the initial capital

6.6. For the Customer to meet the conditions of the Verification, the Customer shall comply with the following:

6.6.1. The Customer has met the conditions of the Verification as specified in clause 6.5.

6.6.2. The Customer has not violated these T&Cs, particularly the rules of demo trading under clause 5.4.

6.6.3. The Customer has not exceeded the maximum total capital allocation of USD 500,000, individually or in combination, per Customer or per trading strategy, as specified in the CEM Markets Trader Program agreement, if the Customer is already participating in the CEM Markets Trader Program. If the above conditions are met, the Provider will evaluate the Verification as successful and will recommend the Customer as a candidate for the CEM Markets Trader Program. The Provider is not obligated to evaluate the Verification if the Customer has not closed all transactions.

6.7. If during the CEM Markets Challenge, the Customer does not comply with some of the conditions specified in clauses 6.2.2. or 6.2.3, the CEM Markets Challenge will be evaluated as unsuccessful, and the Customer will not be allowed access to the subsequent Verification. If during the Verification, the Customer does not comply with

any of the conditions specified in clauses 6.5.2. or 6.5.3, the Verification will be evaluated as unsuccessful, and the Customer will not be recommended as a candidate for the CEM Markets Trader Program. In such cases, the Customer's account and services will be cancelled without refund of fees already paid.

6.8. The Provider recommending the Customer as a candidate for the CEM Markets Trader Program does not guarantee the Customer's acceptance into the CEM Markets Trader Program. The Provider is not responsible for the Customer's rejection by the CEM Markets Trader Program for any reason.

7. CEM Markets **TRADER**

If the Customer successfully completes both the Challenge and Verification, the Customer may be offered a contract by a third-party company, at its sole discretion, to participate in the CEM Markets Trader Program. The terms, conditions, and agreement between the Customer and the third-party company are strictly between the Customer and the third-party company. CEM Markets evaluation is in no way involved with the CEM Markets Trader Program agreement—or lack thereof—executed between the third-party company and the Customer. The Customer acknowledges that their personal data may be shared with the third-party company for the purpose of considering offering such a contract.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

8.1. The Website and all Services, including the Client Section, their appearance, and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively referred to as the "Content"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of CEM Markets or its licensors. CEM Markets grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content solely for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of CEM Markets or its licensors.

8.2. All trademarks, logos, trade names, and other designations are the property of CEM Markets or its licensors, and CEM Markets does not grant you any authorization to use them.

8.3. Both the Customer and CEM Markets undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations, and in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and CEM Markets will resolve any possible disagreements or disputes between them in accordance with these GTC and the applicable law.

8.4. Except for the rights expressly set out in these GTC, CEM Markets does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content as set out in these GTC.

8.5. When accessing the Services and other Content, the following is prohibited:

8.5.1. To use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs, or other deficiencies of the Website and Services;

8.5.2. To circumvent geographical restrictions of availability or any other technical restrictions;

8.5.3. To make copies or back-ups of the Website and other Content;

8.5.4. To reverse-engineer, decompile, disassemble, or otherwise modify the Website and other Content;

8.5.5. To sell, rent, lend, licence, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted;

8.5.6. To use automated means to view, display, or collect information available through the Website or Services; and

8.5.7. To use any other tools or means the use of which could cause any damage to CEM Markets
CEM Markets .

8.6. The provisions of Clause 8 are not intended to deprive the Customer of their consumer rights that cannot be excluded by law.

9. DISCLAIMER

9.1. YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS, AND SHORTCOMINGS, AND THAT THEIR USE IS AT YOUR SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LAWS, CEM Markets
DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS, AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.

9.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, CEM Markets
IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM, OR PROPERTY DAMAGE CAUSED AS A RESULT OF THE USE OF THE SERVICES OR RELIANCE ON ANY TOOL, FUNCTIONALITY, INFORMATION, OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. CEM Markets
CEM Markets IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS, OR OTHER THIRD-PARTY CONTENT THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE CEM Markets
' LIABILITY IS INFERRED IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY, THIS

LIABILITY SHALL BE LIMITED TO THE AMOUNT CORRESPONDING TO THE FEE PAID BY THE CUSTOMER FOR THE SERVICES IN CONNECTION WITH WHICH THE CUSTOMER HAS INCURRED THE LOSS.

9.3. CEM Markets reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

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

9.5. The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

10. VIOLATION OF THE GTC

10.1. IF THE CUSTOMER VIOLATES ANY PROVISION OF THESE GTC IN A MANNER THAT MAY CAUSE ANY HARM TO CEM Markets, IN PARTICULAR, IF THE CUSTOMER ACCESSES THE SERVICES IN CONFLICT WITH CLAUSE 1.3 OR 1.4, IF THE CUSTOMER PROVIDES INCOMPLETE, UNTRUE, OR NON-UPDATED INFORMATION IN CONFLICT WITH CLAUSE 2.3, IF THE CUSTOMER ACTS IN A MANNER THAT MAY DAMAGE CEM Markets' GOOD REPUTATION, IF THE CUSTOMER VIOLATES THE DEMO TRADING RULES PURSUANT TO CLAUSE 5.4, IF THE CUSTOMER ACTS IN CONFLICT WITH CLAUSE 8.3, AND/OR IF THE CUSTOMER PERFORMS ANY OF THE ACTIVITIES REFERRED TO IN CLAUSE 8.5, CEM Markets MAY PREVENT THE CUSTOMER FROM ORDERING ANY OTHER SERVICES AND COMPLETELY OR PARTIALLY RESTRICT THE CUSTOMER'S ACCESS TO ALL OR ONLY SOME SERVICES, INCLUDING ACCESS TO THE CLIENT SECTION AND TRADING PLATFORM, WITHOUT ANY PRIOR NOTICE AND WITHOUT ANY COMPENSATION.

11. COMMUNICATION

11.1. You acknowledge that all communication from CEM Markets or its partners in connection with the provision of Services will take place through the Client Section or your email address, which you register with us. Written electronic communication by email or through the Client Section is also considered to be written communication.

11.2. Our contact email address is support@cem-markets.io, and our contact address is Golden Cross House, 8 Duncannon St, London WC2N, United Kingdom.

12. RIGHT TO WITHDRAW FROM A CONTRACT

12.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within 14 days of its execution (see clause 2.10 for details on the time of execution of

the agreement). PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

12.2. Your withdrawal from the contract must be sent to our email address support@cem-markets.io within the specified time limit. You can use the template form available here to withdraw. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them.

12.3. CEM Markets is entitled to withdraw from the contract in the case of any breach by the Customer specified in Clause 10. The withdrawal has effect from the day of its delivery to the email address of the Customer or through the Client Section.

13. DEFECTIVE PERFORMANCE

13.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. CEM Markets does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our email address or at our address listed in clause 11.2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

13.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an email to our email address support@cem-markets.io

14. CHANGES TO THE GTC

14.1. CEM Markets reserves the right to change these GTC from time to time with effect for the contract previously entered into by the Customer. CEM Markets will notify the Customer of the change in the GTC at least 7 days before the change in the GTC is effective, via the Client Section or by email.