

OANDA LABS ASSESSMENT LIMITED

OANDA LABS CHALLENGE (“CHALLENGE”) Terms and Conditions

These *Challenge Terms and Conditions* (the “**Terms**”, “**Agreement**”) are effective from 24 April 2024 and govern rights and obligations in connection with the use of services (the “**Services**”) provided by OANDA Labs Assessment Limited, company registration number C 106331, with its registered office at 171, Old Bakery Street, Valletta, VLT 1455, Malta (“**OANDA**”, “**we**”, “**our**” or the “**Company**”), under these Terms, offered through the <https://labstrader.oanda.com> (the “**Website**”).

You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms. Your use of the Services constitutes your agreement to comply with these Terms.

1. INTRODUCTION

- 1.1. These Terms govern your and OANDA’s (“**you**”, “**your**”, or the “**User**”) rights and obligations in connection with the use of Services provided by OANDA.
- 1.2. By completing the registration form available on the Website (“**Registration**”) you create an account (“**Account**”) and accept the Terms. You may be required to accept additional terms and conditions for the Services of your choice offered by OANDA or other services offered by any entity that directly or indirectly through one or more intermediaries’ controls or is controlled by or is under common control with the Company hereto (“**Affiliate**”).
- 1.3. The Services consist of the provision of the Account and enabling access to a demo trading account that allows you to evaluate your trading proficiency by participating in the demo trading challenges (“**Challenge**”). The demo trading accounts infrastructure is maintained by OANDA Global Markets Limited and the Company does not hold any license to provide regulated financial services. OANDA does not engage in the direct provision of live and demo trading services or live or demo accounts. OANDA’s Services are intended solely for educational and assessment purposes, and the completion of the Challenge or fee payment in no way implies or guarantees a professional, signal or proprietary trader status nor does it guarantee any live trading results. Financial market information is used in the demo trading; however, you acknowledge that any demo trading that you perform through the Services is not real.
- 1.4. The Services are only intended for natural persons over the age of 18 (eighteen) residing in the country for which the Services are available and as identified by us as such in the Annex A (“**Allowed Jurisdictions**”). By registering on the Website, you confirm that you are over 18

(eighteen) years of age. If you are under 18 (eighteen) years of age, you cannot use the Services. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

- 1.5. OANDA does not provide Services to the User that:
 - 1.5.1. is under 18 (eighteen) years of age;
 - 1.5.2. has the residence outside the territory of the countries recognized as Allowed Jurisdictions;
 - 1.5.3. is subject to the relevant international or local sanctions, or
 - 1.5.4. has a criminal record related to financial crime or terrorism.
- 1.6. OANDA reserves the right to refuse, restrict or terminate the provision of any Services to User as per Clause 1.5 and such User is prohibited to use the Services, which also includes participation in the Challenge.
- 1.7. By accepting these Terms you also acknowledge that (i) the funds provided to you for demo trading via the Challenge are fictitious and (ii) that you have no right to possess those fictitious funds beyond the scope of their use within the Services, and (iii) that these funds may not be used for any actual trading and (iv) that you are not entitled to the withdrawal of those funds, and that (v) you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.
- 1.8. OANDA does not bear any responsibility for trading or other investment activities performed by the User outside the relationship with us, for example by using data or other information from the Challenge, or otherwise related to the Services in real trading on financial markets.
- 1.9. NONE OF THE SERVICES PROVIDED BY US SHALL BE CONSIDERED INVESTMENT OR FINANCIAL SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. OANDA DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES OANDA ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF OANDA ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF OANDA BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, OANDA EXPLICITLY DISCLAIMS THAT THIS IS NOT ITS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.
- 1.10. Your personal data is processed in accordance with the OANDA Privacy Policy available on the Website.

2. REGISTRATION

- 2.1. You can order the Services through the Website by completing the Registration and accepting the Terms.
- 2.2. You need to provide us with certain information about yourself before we make the Services available for you. We refer to this information as "**Registration Data**". Access to the Services will be conditioned on the provision of Registration Data.
- 2.3. We may carry out checks (including but not limited to verification of identity, fraud prevention checks and checks into your current and past activities on the Account and the Challenge) from time to time as we deem appropriate. Your Registration Data or other information may be used in prevention of cybercrime, fraud or money laundering as well as for the management of your Account. Additionally, OANDA reserves the right to verify the information provided pursuant to Clause 1.5. with any sources available to the Company, including through third-party verification service providers.
- 2.4. All data that you provide in connection with the Services or otherwise must be complete, true, and up to date. You must immediately notify us of any change in your data or update the data in your Account.
- 2.5. OANDA provides Services at a monetary cost. Fees and availability are subject to change. The change does not affect the Services purchased before the change. It is your responsibility to thoroughly read and understand any such terms and conditions.
- 2.6. We may refuse to open the Account for you for any reason.
- 2.7. You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software at your own risk and expense. The Website is accessible from the most commonly used web browsers. OANDA does not warrant or guarantee that the Services will be compatible with any specific equipment or software and in order to use the Services, the User should meet the following minimum requirements:
 - 2.7.1. access to the Internet,
 - 2.7.2. possession of an e-mail account,
 - 2.7.3. up-to-date version of an Internet browser,
 - 2.7.4. a program capable of opening documents saved in PDF format.

3. FEES AND PAYMENT

- 3.1. Details of the Challenge terms and all fees applicable to the Services can be found on OANDA Website.
- 3.2. The Challenge fee paid by the User is made for the purpose of assessing the User's knowledge and skills via the Challenge offered by OANDA.
- 3.3. The amounts of fees for the Services are in USD.
- 3.4. You can pay the fee for the selected option of the Challenge by a payment card or using other means of payment that are offered and operated by an external payment provider.

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- 3.5. The fee is considered paid when its full amount is credited to the OANDA's account. User bears all fees charged to User by the payment service provider (according to the valid price list of the payment service provider) in connection with the transaction and the User is obliged to ensure that the respective fee for the selected Service is paid in full.

4. CANCELLATION AND REFUNDS

- 4.1. YOU ACKNOWLEDGE THAT, BY LOGGING INTO THE CHALLENGE, YOU EXPRESSLY DEMAND THE COMPANY TO PROVIDE COMPLETE SERVICES. IT MEANS THE COMPLETION OF SERVICES BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT. THE USER IS NOT ENTITLED TO A REFUND OF THE FEE IF THE USER CANCELS OR TERMINATES THE USE OF THE SERVICES PREMATURELY (E.G. STARTS BUT DOES NOT COMPLETE THE CHALLENGE).
- 4.2. The User may at any time request the cancellation of the Account by sending an e-mail to support-labstrader@oanda.com. Sending a request for the cancellation of the Account is considered as a request for termination of the Agreement by the User in line with Section 11, with the User being no longer entitled to use the Services, including the Challenge. The Company will immediately confirm the receipt of the request to the User by e-mail, whereby the contractual relationship between the User and the Company will be terminated. In line with clause 4.1., the User is not entitled to any refund of the fees already paid or costs otherwise incurred.
- 4.3. You are responsible for, and shall refund to us, any liabilities, losses or costs we may incur if you fail to perform any of your obligations under this Agreement or in relation to any false information or declaration made either to us or to any third party, or arising out of any act or omission by any person obtaining access to your Account or Challenge, whether or not you authorised such access. This responsibility extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us. However, this responsibility does not extend to situations where we have acted negligently, fraudulently or with wilful default.

5. ACCOUNT

- 5.1. Only one Account is permitted per User.
- 5.2. Access to the Account is protected by login data, which the User may not make available or share with any third party. The User is responsible for all activities that are performed through the Account. The Company bears no responsibility, and the User is not entitled to any compensation, for any misuse of the Account, or any part of the Services, nor is

the Company responsible for any negative consequences thereof for the User, if such misuse occurs for any reasons on the part of the User.

- 5.3. The User acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons.

6. CHALLENGE

- 6.1. After completing the Registration and paying the fee for the Challenge in line with Section 3, the User will receive access to the selected Challenge. Challenge access credentials and login instructions will be provided to the User via email.
- 6.2. The Challenge is activated when it is purchased. You acknowledge and accept that the rules and objectives of the particular Challenge will be made available to you on the Website prior to purchasing the Challenge. Financial limitations and additional restrictions on how many Challenges User may take apply in accordance with the separate provisions set forth on the Website.
- 6.3. To maintain access to the Challenge, Users are obliged to actively participate by executing at least one trade within every consecutive 20-day period. Failure to execute a trade within this timeframe constitutes a breach of this Agreement ("**Inactivity**"). To reset the 20-day Inactivity period and maintain access, Users should execute a trade within the Challenge. Failure to rectify the Inactivity within the specified 20-day period will result in the user losing access to the Challenge.
- 6.4. During the Challenge, you may execute any simulated transactions, unless these constitute forbidden trading strategies or practices within the meaning of the Terms. Restrictions may also be imposed by the terms and trading conditions of the Challenge.
- 6.5. You acknowledge that the Company has access to information about the demo trades that you enter into during the Challenge and your Challenge activity. You grant your permission for this information to be shared with and between OANDA Affiliates, OANDA service providers or entities who are otherwise affiliated with the Company, and you grant the Company and these persons/entities your consent and authorization to handle this information to the extent that may be necessary for the performance of this Agreement or justified by the legitimate interest of OANDA. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part being necessary, and that you are not entitled to any remuneration or revenue associated with the use of the data by the Company.
- 6.6. The User accepts and acknowledges that the market information displayed during the Challenge may be delayed or inaccurate.
- 6.7. Upon completion of the Challenge, the User will receive an Challenge score indicating whether they have "Passed" or "Failed" based on predefined criteria. The criteria for passing the Challenge will be provided to the User prior to taking the Challenge and will be available on the Website [link](#).

- 6.8. If the User successfully passes the Challenge, the User will receive a certificate confirming the completion of the Challenge. The certificate will be sent to the User's email address provided during Registration in PDF format.

7. GENERAL RULES OF TRADING AND FORBIDDEN TRADING PRACTICES

- 7.1. In line with clause 11.5, OANDA reserves the right to suspend or terminate User Accounts that are found to be in breach of the Terms, third-party terms and conditions or engaged in Forbidden Trading Practices as set forth in Annex B.
- 7.2. The Company reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Forbidden Trading Practices.
- 7.3. If the User places an unusually large number of orders for the Services within an unreasonably short period of time, the Company may notify the User as a protective precaution to mitigate potentially harmful behaviour of the User. If such unreasonable behaviour continuous after such notice, we reserve the right to suspend any further orders of the Services by the User. If we identify that the unusual behaviour as per this paragraph relates to the User's involvement in Forbidden Trading Practices, we may take respective actions as perceived in these Terms. The Company reserves the right to determine, at its own discretion, the nature of the behaviour described above and reasonable boundaries for such determination.
- 7.4. As our User, you should understand and agree that all our Services are for User's personal use only, meaning that only you personally can access the Account. For that reason, you should not, and you agree not to:
- 7.4.1. allow access to and trading on your Challenge by any third party nor you shall engage or cooperate with any third party in order to have such third party perform trades for you, whether such third party is a private person or a professional;
- 7.4.2. access any third-party Accounts and/or Challenge, trade on behalf of any third party or perform any account management or similar services, where you agree to trade, operate or manage the Challenge on behalf of another user.
- Please note that if you act or behave in contradiction with the aforesaid, we will consider such action/behavior as a Forbidden Trading Practices under these Terms.
- 7.5. If the User engages in any of the Forbidden Trading Practices described in these Terms:
- 7.5.1. the Company will consider it as a failure to meet the conditions of the particular Challenge,
- 7.5.2. the Company will reject User's offer to open or close a transaction, unwind or close any open positions without notice and remove the transactions that violate the prohibition from the User's trading history and/or not count their results in the profits and/or losses achieved in the Challenge,

- 7.5.3. the Company will immediately cancel all Services provided to the User and subsequently terminate this Agreement.
- 7.6. In case when some or all Forbidden Trading Practices are executed on one or more Challenges of various Users, or by combining trading through Challenges, then the Company is entitled to cancel all Services and terminate all respective contracts related to any and all User's Accounts at its own discretion.

8. OANDA-RELATED ENTITY PROGRAMS

- 8.1. If the User successfully completes the Challenge, the Company may (subject to User's compliance with these Terms) inform Affiliates and other OANDA-related entities of User's successful completion of the Challenge. Thereafter, User may be invited to participate in a program offered by such Affiliate or other OANDA-related entity; provided however, such invitation will be in such entity's sole and absolute discretion. Any invitation to participate in a program offered by Affiliate or an OANDA-related entity would be subject to terms and conditions separate from these Terms and strictly between User and such other OANDA-related entity. The Company is in no way involved with any programs offered by Affiliates or any other OANDA-related entity apart from the Company informing Affiliates or other OANDA-related entities of User's successful completion of the Challenge, such consent deemed to be provided by User by accepting these Terms.
- 8.2. By participating in the Challenge, User acknowledges and agrees their personal data may be shared with Affiaite or another OANDA-related entity for purposes of a potential invitation to participate in a program offered by such Affiliate or OANDA-related entity.

9. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

- 9.1. The Website and Services, including the Account and Challenge, 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 as the "**Content**"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Company or the Company's licensors.
- 9.2. All trademarks, logos, trade names, and other designations are the property of the Company or Company's licensors, and the Company does not grant you any authorization to use them.
- 9.3. Both the User and the Company undertake to act in accordance with the principles of fair dealing in the performance of the Agreement and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other

party. The User and the Company will resolve any possible disagreements or disputes between them in accordance with these Terms and the applicable law.

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

- 9.4.1. 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;
- 9.4.2. to circumvent geographical restrictions of availability or any other technical restrictions;
- 9.4.3. to make copies or back-ups of the Website and the Content;
- 9.4.4. to reverse-engineer, decompile, disassemble or otherwise modify the Website and the Content;
- 9.4.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or the Content otherwise than as permitted;
- 9.4.6. to use automated means to view, display or collect information available through the Website or Services; and
- 9.4.7. to use any other tools or means the use of which could cause any damage to the Company.

10. DISCLAIMER

- 10.1. The Company shall not be liable for any errors, failures or delays in the performance of its obligations under these Terms arising from the actions of third parties for whose performance the Company is not responsible or which are beyond the control of OANDA. In particular, the Company is not responsible for its failure to provide the purchased Services if that failure occurs due to serious technical or operational reasons beyond the Company's 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 the Company is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.
- 10.2. The Company shall not be liable for any loss or damage suffered by the User as a result of an error in the operation of the Services, interruptions or delays in data transmission, any other technical problems that might occur during the use of the Services and other circumstances for which the Company is not responsible. In particular, the User will not make claims against the Company if, as a result of technical problems related to the functioning of the Services, IT equipment or telecommunication links, the User was unable to execute payments, place orders or obtain information regarding the status of the Account, Challenge and related records at the time the User chose.
- 10.3. The Company stipulates that OANDA is not liable for damages incurred by the User as a result of OANDA stopping a transaction or restrictions imposed by competent governmental bodies, authorities or other regulators, if these actions were related to the

application of fraud prevention, cybersecurity and/or anti-money laundering and counter-terrorist financing regulations.

- 10.4. The provisions of these Terms are not intended to deprive the User of the User's consumer or other rights that cannot be excluded by law.

11. TERM AND TERMINATION

- 11.1. The Agreement is concluded for an indefinite period.
- 11.2. The contract may be terminated by you and/or us in accordance with these Terms.
- 11.3. Either you or OANDA may terminate this Agreement, at any time, by giving the other party at least three (3) Business Days written notice.
- 11.4. No penalty, fee or charge will be payable by either party upon cancellation or termination of this Agreement.
- 11.5. If the User violates any provision of these terms in a manner that may cause any harm to the Company, in particular, if the User accesses the Services in conflict with any clause thereof, if the User provides incomplete, untrue or non-updated information, if the User acts in a manner that may damage OANDA's good reputation, or if the user violates the Services rules, OANDA may terminate this Agreement, prevent the User from ordering any other services and completely or partially restrict the User's access to all or only some Services, including access to the Account and/or Challenge, without any prior notice and without any compensation.

12. COMMUNICATION

- 12.1. You acknowledge that all communication from OANDA or its Affiliates in connection with the provision of the Services will take place through the Website or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Website is also considered to be written communication.
- 12.2. Our contact e-mail address is support-labstrader@oanda.com.

13. CHANGES TO THE TERMS

- 13.1. OANDA reserves the right to change these Terms from time to time with effect for the Agreement previously entered into by the User. OANDA will notify the User of the change in the Terms at least 7 (seven) days before the change is effective, by email. If the User does not agree with the change, the User is entitled to reject it by sending their rejection to our email address support-labstrader@oanda.com no later than on the last business day before these changes take effect. Upon receiving such rejection, the Agreement will be terminated. If the User does not reject the change, it is considered that the User agrees to the new version of Terms.

- 13.2. The OANDA will mainly change these Terms for the following reasons:
- 13.2.1. to introduce new services or products or amend existing services or products;
 - 13.2.2. to reflect legal or regulatory requirements that apply to the OANDA;
 - 13.2.3. when the OANDA will try to make these Terms easier to understand or more helpful to the User;
 - 13.2.4. to adjust the way our Services are provided, particularly if the change is needed because of a change in the way the technology is provided or background processes;
 - 13.2.5. to reflect changes in the cost of running our business.
- 13.3. Correction of writing errors or amendments aimed at removing ambiguities without changing the meaning of the provision will not be treated as changes to the Terms.

14. COMPLAINTS

It is our objective that our Users are satisfied with the Services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address: support-labstrader@oanda.com or at our address: 171, Old Bakery Street, Valletta, VLT 1455, Malta.

15. CHOICE OF LAW AND JURISDICTION

Any legal relations established by these Terms or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of Malta. Any dispute that may arise in connection with these Terms will fall within the jurisdiction of the Maltese court having local jurisdiction according to the registered office of OANDA.

16. FINAL PROVISIONS

- 16.1. These Terms constitute the complete terms and conditions agreed between you and the OANDA and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written.
- 16.2. Nothing in these Terms is intended to limit any legal claims set out elsewhere in these Terms or arising from the applicable law. If OANDA or any third party authorized thereto does not enforce the compliance with these Terms, this can in no way be construed as a waiver of any right or claim.
- 16.3. OANDA may assign any claim arising to the Company from these Terms or any agreement to a third party without your consent. You agree that OANDA may, as the assignor, transfer its rights and obligations under these Terms or any agreement or parts thereof to a third party. The User is not authorized to transfer or assign the User's rights and obligations under these Terms or any agreements or parts thereof, or any

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receivables arising from them, in whole or in part, to any third party without OANDA consent.

- 16.4. If any provision of the Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 16.5. Prior to the mutual acceptance of these Terms, the parties have carefully assessed the possible risks arising from them and accept those risks.

Annex A

Allowed Jurisdictions

Algeria	Côte D'ivoire	Lesotho	Sao Tome & Principe
Angola	Curaçao	Liberia	Saudi Arabia
Antarctica	Djibouti	Macau	Saint Kitts & Nevis
Antigua & Barbuda	Dominica	North Macedonia	Saint Lucia
Argentina	Dominican Republic	Madagascar	Saint Vincent & Grenadines
Armenia	Ecuador	Malawi	Samoa
Aruba	Egypt	Malaysia	Serbia
Azerbaijan	El Salvador	Maldives	Seychelles
Bahamas	Equatorial Guinea	Marshall Islands	Sierra Leone
Bahrain	Eritrea	Mauritania	Solomon Islands
Bangladesh	Ethiopia	Mauritius	Sri Lanka
Belize	Fiji	Mayotte	Suriname
Benin	Gabon	Mexico	Swaziland
Bermuda	Gambia	Micronesia Moldova	Taiwan
Bhutan	Georgia	Mongolia	Tajikistan
Bolivia	Ghana	Montenegro	Thailand
Bosnia & Herzegovina	Greenland	Morocco	Timor-Leste
Botswana	Grenada	Nauru	Togo
Bouvet Island	Guatemala	Nepal	Tokelau
Brazil	Guinea	New Caledonia	Tonga
Brunei	Guinea-Bissau	Niger	Tunisia
Burundi	Guyana	Niue	Turkmenistan
Cape Verde/ Cabo Verde	Honduras	Oman	Tuvalu
Central African Republic	Hong Kong	Palau	Ukraine
Chad	Iceland	Papua New Guinea	United Arab Emirates
Chile	Indonesia	Paraguay	Uruguay
Cocos (Keeling) Islands	Israel	Peru	Uzbekistan
Colombia	Kazakhstan	Philippines	Venezuela
Comoros	Kiribati	Pitcairn	Wallis & Futuna Island
Cook Islands	Kosovo	Qatar	Western Sahara
Costa Rica	Kuwait	Rwanda	Zambia
	Kyrgyzstan	Saint Helena, Ascension &	
	Lebanon	Tristan Da Cunha	

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Annex B

FORBIDDEN TRADING PRACTICES

The following trading practices used in the provision of Signals will be considered “**Forbidden Trading Practices**” for purposes of this Agreement:

1. trading strategies which involve the use of ultra-high speed or mass data entry must not be deployed without our prior written consent, which we may withhold at our discretion;
2. your offer to open or close the transaction is given while the quote is no longer valid;
3. our quote contains a manifest error. Manifest error means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Instruments or at manifestly incorrect market price quotes or prices at a clear loss;
4. the transaction exceeds the maximum order amount or position size;
5. the order is placed in reliance on price latency opportunities including, but not limited to, any orders placed using any form of automation, or by attempting to game or abuse the system;
6. it is reasonable for us to do so in order to protect us or the Account and Challenge, provided we act reasonably;
7. you have benefitted from an unfair advantage or acted in an unfair or abusive manner in respect of OANDA or OANDA affiliates systems, platforms or accounts, for example:
 - a) using any electronic device, software, algorithm or any trading strategy that aims to manipulate or take unfair advantage;
 - b) exploiting a fault, loophole or error in our software, system or platforms;
 - c) placing multiple smaller sized pending orders at or near the same price level instead of placing a single order for the full amount;
 - d) collusion;
 - e) using trading strategies designed to return profits by taking advantage of latencies in a platform, delayed prices or through high volumes of transactions opened and closed within an unusually short period of time as compared to the ‘average’ client and/or targeting tick fluctuations rather than movements reflecting the correct underlying prices; or
 - f) performing, alone or in concert with any other persons, including between connected accounts, or accounts held with different OANDA Affiliates or any other trading services providers, trades or combinations of trades the purpose of which is to manipulate trading, for example by simultaneously entering into opposite positions or any other “copy trading” activities or practices;
 - g) performing “news trading” by opening transaction (s) when major global news, macroeconomic event or corporate reports or earnings (“events”), that might affect the

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relevant financial market (i.e. market that allows trading of financial instruments that might be affected by the events), are scheduled