



THE TRADEMAKERS — TERMS OF SERVICE

Last Updated: November 30 2025

1. ACCEPTANCE OF TERMS

These Terms of Service (“Terms,” “Agreement”) govern your access to and use of the TTM Global FZE & TTM Digital Logic LLC dba as The TradeMakers (“The TradeMakers,” “we,” “us,” “our”) website, programs, simulated trading accounts, challenges, tools, and all other products and services (“Services”).

By creating an account, purchasing a program, accessing the platform, or using any Services, **you acknowledge that you have read, understood, and agree to be legally bound** by these Terms, our Privacy Policy, our Arbitration Agreement, our Refund Policy, our Trading Rules, and any supplemental policies referenced herein. If you do not agree, **do not use our Services**.

Your use of the Services constitutes your electronic signature under the E-SIGN Act and confirms your acceptance of all terms.

2. DEFINITIONS

For purposes of this Agreement:

- **“Trader,” “User,” “You”** — any individual or entity accessing the Services.
- **“Simulated Account”** — a demo environment using simulated funds that does *not* involve trading real capital.
- **“Evaluation,” “Challenge,” “Test”** — performance-based skill assessments with preset trading rules and risk parameters.
- **“Funded Account”** — a simulated account where payout eligibility is based on performance. The TradeMakers may, at its sole discretion, offer live-capital accounts through a partner broker; such accounts are not guaranteed.
- **“Profit Split”** — a discretionary payout of simulated profits attributed to a Trader.
- **“Rules”** — all trading parameters, risk limits, conduct restrictions, and compliance requirements published by The TradeMakers.



- “**Payout**” — the transfer of profit split proceeds to a Trader following successful verification.

3. ELIGIBILITY

By using the Services, you represent and warrant that:

1. You are at least **18 years of age** (or legal majority in your country).
2. You have legal capacity to enter into this Agreement.
3. You are not located in, controlled by, or a citizen/resident of a sanctioned or prohibited jurisdiction.
4. You agree to provide accurate, complete, and current personal information.
5. You are participating solely for educational, evaluation, or recreational purposes.
6. You understand that the Services do **not** involve real money trading unless explicitly stated and confirmed in writing.

The TradeMakers may reject or terminate accounts at its sole discretion.

4. NATURE OF SERVICES — SIMULATED TRADING ONLY

4.1 No Real Capital

Unless explicitly stated otherwise by The TradeMakers in writing, all accounts are **simulated** and do **not** involve real financial markets or real capital.

4.2 No Investment Services

The TradeMakers is **not**:

- A broker or dealer
- A futures commission merchant (FCM)
- A financial advisor
- A money manager



- An introducing broker

Nothing on the platform constitutes personalized financial, investment, tax, or legal advice.

4.3 Educational & Evaluation Purpose

All programs exist for **skill evaluation only**, including:

- Simulated trading performance
- Risk management
- Trading psychology
- Strategy execution

Any payout represents a discretionary performance reward, not trading profits.

5. PROGRAM STRUCTURE

The TradeMakers offers:

5.1 Evaluation Programs

Traders must meet specific metrics (profit targets, risk limits, minimum active days, etc.) to qualify for a Funded Account.

5.2 Instant Funding Programs

Immediate access to a simulated account, subject to all trading rules and performance requirements.

5.3 Scaling Programs (if applicable)

Scaling structures may be offered and modified at the discretion of The TradeMakers.

5.4 Discretionary Nature of All Accounts

The TradeMakers reserves the right to change program parameters at any time.



6. TRADING RULES & RESTRICTIONS

The following are **strictly prohibited** and may result in immediate termination without refund or payout:

6.1 Trading Behavior Violations

- Exceeding drawdown limits (daily or overall)
- Violating minimum trading days
- Improper use of news trading (if restricted)
- Trading outside permitted instruments

6.2 Prohibited Trading Techniques

Including but not limited to:

- High-frequency trading (HFT)
- Tick scalping or micro-latency exploitation
- Latency arbitrage
- Reverse arbitrage
- Toxic order flow practices
- Martingale or grid strategies
- Massive lot size stacking designed to stress test systems

6.3 Automation & Copy Trading

Strictly prohibited unless explicitly approved:

- EAs (Expert Advisors)
- Bots
- External Trade copiers
- Mirroring across accounts or firms



6.4 Multi-Account Abuse

- Using multiple identities
- Logging into multiple accounts to manipulate results
- Hedging between two or more The TradeMakers accounts
- Hedging between The TradeMakers and other prop firms

6.5 Fraud & Manipulation

Immediate termination for:

- Account sharing
- Data feed manipulation
- Use of insider, proprietary, or confidential market information
- Attempting to exploit server delays or system vulnerabilities

6.6 Platform Behavior

You agree to follow CME Market Conduct Standards and avoid any behavior considered manipulative.

7. ACCOUNT TERMINATION

The TradeMakers may immediately terminate or suspend any account for:

- Rule violations
- Fraud or suspicious activity
- Chargebacks
- Failure to provide verification
- Abuse of the platform
- Misuse of intellectual property
- Providing false or misleading information



- Safety, legal, or compliance concerns

No refunds will be issued upon termination.

8. AML / KYC / CDD COMPLIANCE

To ensure compliance with AML laws, The TradeMakers may require:

- Identity verification
- Address verification
- Source of funds verification
- Enhanced Due Diligence (EDD)
- Ongoing monitoring of trading activity

Failure to comply may result in termination without refund.

9. PAYOUTS & PROFIT SPLITS

9.1 Eligibility

Payouts are subject to:

- Compliance with all rules
- Passing AML/KYC checks
- Identity verification
- Review of trading behavior
- Method availability

9.2 Discretionary Payments

The TradeMakers may deny a payout for:

- Suspicious activity
- Violations of trading rules
- Inconsistencies in identity
- Circumvention attempts



- System exploitation

9.3 Tax Responsibility

Traders are solely responsible for all tax reporting.

10. FEES & REFUND POLICY

10.1 Fees

All fees are final and non-refundable except where legally required.

10.2 No Refunds For:

- Rule Violations
- Disqualifications
- Failure to complete a Challenge
- User error
- Lack of usage
- Failure to read Rules

10.3 Billing Errors

Duplicate or erroneous charges may be reviewed if reported within 7 days.

11. PAYMENT DISPUTES & CHARGEBACK WAIVER

By purchasing any program, you agree:

- **No chargebacks** may be filed for any reason.
- All disputes must be resolved **exclusively through arbitration**.
- Filing a chargeback constitutes **breach of contract**, resulting in:
 - Immediate account termination
 - Permanent ban



- Forfeiture of payouts
- Reporting to fraud databases
- Recovery of funds through collections

Delivery is considered complete once login credentials or platform access is provided.

12. INTELLECTUAL PROPERTY

All content, software, rules, logos, materials, and branding are the exclusive property of The TradeMakers.

Users may **not** copy, reverse engineer, scrape, mine, resell, or train AI models on The TradeMakers content without written authorization.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The TradeMakers shall not be liable for any indirect, consequential, or punitive damages.
- Maximum liability equals the amount paid by the Trader.
- The TradeMakers is not responsible for:
 - Platform outages
 - Broker failures
 - Market data issues
 - Force majeure
 - System maintenance



14. DISCLAIMERS

14.1 No Financial Advice

All content is educational only.

14.2 CFTC 4.41 Disclaimer

“Hypothetical or simulated performance results have certain limitations... Past performance is not necessarily indicative of future results.”

14.3 No Guarantees

The TradeMakers does not guarantee:

- Success in evaluations
- Profitability
- Future payouts
- Access to real accounts
- Continued availability of any program

15. ARBITRATION AGREEMENT & CLASS ACTION WAIVER

You and The TradeMakers agree:

- All disputes will be resolved **exclusively by binding arbitration** under the Federal Arbitration Act (FAA).
- Arbitration will be administered by **JAMS or AAA**.
- **No class actions, class arbitrations, or collective claims** are permitted.
- Claims may only be brought individually.
- You waive any right to sue in court (except for enforcement of arbitration awards).
- Traders have **30 days** from first acceptance of these Terms to opt out of arbitration.

Failure to opt out constitutes permanent acceptance.



16. GOVERNING LAW

These Terms are governed by the laws of the **State of Wyoming**, without regard to conflicts of law.

Arbitration is governed by the **Federal Arbitration Act (FAA)**.

17. MODIFICATIONS

We may update these Terms at any time.

Updates become effective upon publication.

Continued use of the Services constitutes acceptance.

18. CONTACT INFORMATION

The TradeMakers

✉ support@thetrademakers.com

🌐 <https://theTheTradeMakers.com>