

Please carefully review these Terms and Conditions (hereinafter referred to as "T&Cs" or "Terms"). By accessing or using this website or our services, or by agreeing to these T&Cs in any other way, you acknowledge your understanding and consent to comply with these T&Cs. It is important to note that by doing so, you may be waiving certain rights. If you do not agree with these Terms, please refrain from using the Website.

## **1. Introduction**

1.1. The website [www.lolliprop.com](http://www.lolliprop.com) (hereinafter referred to as the "Website," "Service," "Provider," "We," "Our," "Us") and its related products and services (collectively referred to as "Services") are operated by Proppy Limited, trading as "Lolliprop". The provider is a Limited Liability Company registered in Cyprus with the company number HE452205 and the registered office at Christaki Kranou, 16, Riverside 2, Office 203, Germasogeia, 4041, Limassol, Cyprus.

1.2. The services provided by the provider do not constitute investment services in accordance with the applicable legal framework. The provider does not accept guidance, instructions, or information from users, and none of the services should be considered as investment advice or recommendations. The provider and its personnel disclaim any responsibility for such characterization and associated liabilities.

1.3. The provider allows users to participate in "Challenges" to assess their skill levels based on platform rules and restrictions. Successful completion of challenges may lead to recognition as a Qualified Trader.

1.4. By signing up on the website or using the services without signing up (if registration is not required), you are entering into an agreement with the provider to receive the selected services. Your agreement to the terms constitutes acceptance of the conditions outlined in these Terms and Conditions.

1.5. For any inquiries about the services or this agreement, please contact us via email at [support@lolliprop.com](mailto:support@lolliprop.com).

1.6. Please note that the Provider is not registered or regulated by any Financial Authorities, and it does not engage in regulated activities.

## **2. Definitions**

2.1. "Access fee" refers to the charge applicable for accessing and using the Services.

2.2. "Account," "Assessment account," "Simulation account" signifies the virtual trading account used for simulated trading within lolliprop.com services.

2.3. "Challenges" denotes the assessment phases outlined within the lolliprop.com assessment program.

- 2.4. "Confidential information" refers to proprietary information, trade secrets, and sensitive data disclosed by the Provider to the Customer.
- 2.5. "Contract" means the legally binding agreement between the Provider and the Customer for the provision of services, including but not limited to access to Challenges and assessment accounts.
- 2.6. "Customer," "You," "Your" means the user of the Services.
- 2.7. "Intellectual Property Material" includes proprietary content, trademarks, logos, software, and other intellectual property owned by lolliprop.com.
- 2.8. "Payment method" indicates the accepted forms of payment for accessing the Services.
- 2.9. "Platform" means an electronic interface provided by a third party in which the Customer performs simulated trading.
- 2.10. "Prohibited Jurisdictions" denotes jurisdictions where the use of Services is prohibited.
- 2.11. "Provider" refers to lolliprop.com, which provides the services described in these Terms and Conditions.
- 2.12. "Qualified trader" means a person meeting the stipulated criteria for eligibility as defined by the Provider and recognized as such by the Provider.
- 2.13. "Refund" pertains to the return or reimbursement of fees under specified circumstances as outlined in these Terms and Conditions and other policies and guidelines established by the Provider.
- 2.14. "T&Cs" means these Terms and Conditions.
- 2.15. "Website" means the website <https://lolliprop.com/>.

### **3. Customer Contract**

- 3.1. These terms and conditions ("T&Cs") apply to your purchase of Challenges from the Provider (referred to as the "Contract"). They supersede any other terms you may want to impose, including any terms implied by law, trade practices, or previous dealings.
- 3.2. The Contract constitutes the entire agreement between you and us regarding the subject matter. You acknowledge that you have not relied on any statements, assurances, promises, or warranties not explicitly detailed in the Contract.

### **4. Language of the Contract**

- 4.1. These Terms and Conditions are established exclusively in the English language.

## **5. Age Restrictions and Prohibited Jurisdictions**

5.1. The Services are available only for individuals aged 18 or older and residing in regions where the Services are accessible (see 5.2). By signing up on the Website, you affirm that you are at least 18 years old. If you are under 18, you are not permitted to use the Services. Individuals in prohibited jurisdictions are not allowed to purchase any Challenges.

5.2. You agree to access the Services only from countries where they are accessible, acknowledging potential limitations or legal regulations in certain countries that may prevent your access to or use of the Services. You commit to using the Services in compliance with all applicable laws.

5.3. The Provider reserves the right to refuse, restrict, or terminate the provision of Services to Customers who:

5.3.1. are of nationality or residing in Prohibited Jurisdictions;

5.3.2. are subject to relevant international sanctions;

5.3.3. have a criminal record;

5.4. Prohibited jurisdictions include countries, territories, or specific groups determined as such by the Provider, including, but not limited to, Al-Qaida, Belarus, Central African Republic, Crimea and Occupied Parts of Ukraine, Cuba, Democratic Republic of the Congo, Eritrea, Guinea-Bissau, Iran, ISIL (Da'esh), Libya, Mali, North Korea (DPRK), Russia, South Sudan, Sudan, Somalia, Syria, Taliban, Yemen, Zimbabwe.

## **6. Prohibited Activities**

6.1. Engaging in any unlawful use of our services, including but not limited to activities that are fraudulent, malicious, or violate local, national, or international laws and regulations.

6.2. Attempting unauthorized access to any account, Service, Platform, system, or network connected to the Provider, or participating in hacking, cracking, or similar activities.

6.3. Misrepresenting your identity by impersonating any individual or entity, or falsely claiming affiliation with the Provider or any other party.

6.4. Violating intellectual property rights, including but not limited to copyright, trademark, and patent rights of the Provider, unless complying with §16.

6.5. Attempting to access, obtain, or manipulate personal or confidential information without proper authorization, leading to data breach or other harmful activities.

6.6. Violating or disregarding any policies, guidelines, or terms set forth by the Provider regarding the use of its Services.

6.7. Participating in predatory, forbidden, unlawful, or prohibited trading practices, such as:

6.7.1. Using the test trading platform for data freezing.

6.7.2. Manipulating test trading, including entering opposite positions simultaneously.

6.7.3. Exploiting errors in the test trading platform or assessment account.

6.7.4. Engaging in gap billing.

6.7.5. Hedging transactions across accounts.

6.7.6. Using an external, delayed, or slow data feed for test trades.

6.7.7. Employing arbitrage or tick scalping strategies.

6.7.8. High-frequency trading on the assessment account.

6.7.9. Using software, artificial intelligence, ultra-high-speed capabilities, or mass data entry that manipulates or exploits the system.

6.7.10. Repeating the same test trading strategy, alone or with other Customers.

6.8. The Provider reserves the right to designate any other activity as prohibited for using the Services.

6.9. Engagement in prohibited activities may lead to immediate termination of access, reporting to authorities, and pursuing remedies under applicable laws.

## **7. Services**

7.1. Offered services include accessing Challenges for a fee, simulated trading on financial markets, analytical tools, educational resources, training materials, and additional supporting services through the Platform or third-party applications.

7.2. Simulated trading uses financial market data, but it is recognized as simulated and not real. Funds allocated for simulated trading are fictional and not eligible for retention or use beyond the Services.

7.3. Hypothetical funds are not suitable for actual trading, and no compensation or gains from simulated trading outcomes are provided unless stated otherwise.

7.4. The Provider's services are accessible on the platform, requiring registration for access.

7.5. Customers are responsible for the accuracy, completeness, and currency of information submitted. Changes must be promptly notified, and the Provider is not obligated to validate submitted information.

## **8. Services Disclaimer**

8.1. Confirmation and consent that:

8.1.1. The Provider's service is designed for simulation, practice, and educational purposes.

8.1.2. No labour relationship exists between the Provider and the user; only contractual legal relations arise.

8.1.3. The Provider does not offer real trading services on financial markets; test accounts are provided by a third party.

8.1.4. Factors influencing system response, execution prices, speed, liquidity, and market data in demo conditions are acknowledged, with no liability on the Provider.

8.1.5. Affirmation to refrain from using the site for unlawful purposes or violating the Terms and Conditions.

## **9. Third-Party Services**

9.1. To utilize our Services, you must arrange and cover the costs for the necessary technical equipment and software, including any third-party software required for the Platform.

9.2. The Services are accessible through web browsers. You are responsible for obtaining internet connectivity and essential hardware, as well as keeping your web browser up-to-date, all at your own expense. Compatibility with specific hardware or software is not guaranteed by the Provider, and there are no additional charges for internet connectivity on our end.

9.3. You acknowledge that trading platform providers are separate entities from the Provider. When interacting with their services and products, their individual terms, conditions, and privacy policies apply. It is your responsibility to review and understand these terms before submitting an order form.

9.4. Your use of the Third-Party demo trading platform is governed by the terms and conditions set by the third party, and compliance with §12 of these Terms and Conditions is required for Platform use.

9.5. The Provider assumes no responsibility or liability for the use of the trading platform or any transactions with the third-party provider.

9.6. Any contractual agreement related to the demo trading platform is exclusively between you and the third-party provider, without involvement from the Provider.

9.7. The Provider does not guarantee the accuracy, timeliness, completeness, or usefulness of any third-party content, including free beta trading platforms. The Provider is not responsible for content, advertisements, products, or materials on third-party websites.

9.8. The Website may contain links to third-party websites ("Third-Party Links").

9.9. These Third-Party Links are beyond the Provider's control, and the Provider is not responsible for their content. The inclusion of Third-Party Links does not imply endorsement or affiliation.

9.10. Some Services accessible through the Website are provided by external entities (Third-Party Links). By using such services, you allow the Provider to share your information with third parties in contractual partnership.

## **10. Account Registration**

10.1. Registration is required to access the platform's services, following these Terms and Conditions.

10.2. Registration occurs through the online form on the website. By registering, you agree to these Terms and Conditions and consent to the processing of personal data per the Privacy Policy.

10.3. Ensure the information provided in the registration form is accurate. You guarantee that the information is complete, true, and accurate.

10.4. After form submission, you'll receive an email confirming receipt, but account registration confirmation comes in a separate email. The date of this confirmation marks the contract's commencement.

## **11. Account Access**

11.1. After confirming registration, you are responsible for maintaining account confidentiality. The Provider may refuse certain login data to comply with platform rules.

11.2. The Provider is not liable for third-party access due to theft or unauthorized use. The Provider may suspend access for non-compliance with §9 terms.

11.3. The Provider holds no liability for third-party access due to theft. Users must set up their IT systems and use virus protection.

11.4. Users must not engage in unauthorized access or activities compromising the Website's integrity. Violations may result in legal action or termination of access.

## **12. Account Maintenance**

12.1. Assessment accounts must be registered under the Provider's name. Users grant ongoing access for verification purposes.

12.2. Trading within the account is demo-only, with no real funds deposited. Users have no rights to real funds.

12.3. Demo trading platform use is subject to a third-party provider's terms and conditions.

12.4. The Provider may grant access to the limit stop feature, but users are responsible for adhering to loss limits.

12.5. Leverage may be modified by the Provider in accordance with these Terms.

## **13. The Assessment Process**

13.1. The assessment consists of Phase 1 and Phase 2.

13.2. Phase 1 targets must be achieved within a specified timeframe to progress to Phase 2.

13.3. Phase 2 doesn't guarantee final fulfilment but leads to evaluation by the Provider.

13.4. Upon successful Phase 2, a Final evaluation can be requested. The Provider assesses Trading Targets.

13.5. Failure allows retaking tests for a fee and under the same conditions.

13.6. Successful completion of 3 assessments may lead to an invitation to become a qualified trader.

13.7. The client-third-party relationship follows §8.

13.8. The Provider can accept or refuse to recognize a client as a qualified trader.

13.9. The Provider's decision on Assessments is final.

13.10. Unsuccessful completion or refusal to continue cooperation does not entitle a refund.

## 14. Payment Obligations

14.1. Upon engaging in the challenges provided by the Provider, you recognize and agree to the subsequent payment obligations outlined below.

14.1.1. Access Fee: A compensable access fee, determined by the Provider, must be paid to participate in the Challenges. This fee, specified in the table below, covers your use of the Challenges and associated resources during the designated period.

| Account Balance | Access Fee |
|-----------------|------------|
| 10,000 USD      | 89 USD     |
| 25,000 USD      | 189 USD    |
| 50,000 USD      | 299 USD    |
| 100,000 USD     | 549 USD    |

14.1.2. Compensable Nature: The term "compensable" implies that, upon successful completion of all Challenges and recognition as a qualified trader, a third-party partner of the Provider may return the paid access fee to the Customer as an initial Profit Split, in compliance with §8 of these Terms and Conditions.

14.1.3. Refund Policy Limitations: Refunds will not be granted solely due to the Provider's refusal to recognize you as a qualified trader, as outlined in paragraphs 13.1.2. and 12.10.

14.1.4. Payment Process: Payment for the access fee must be made through the designated payment methods and platforms specified by the Provider and its third-party payment maintenance partners. Accurate and valid payment information is required.

14.1.5. Information Accuracy: The Provider cannot guarantee the accuracy of information on the access fee or other variable payments. In case of technical or other issues, the Provider will notify the Customer. If contact cannot be established, the registration may be considered cancelled, and the Customer can either execute the payment or cancel the registration for a refund (with potential deduction of fees).

14.1.6. Fee Adjustments: The cost of access and other fees is subject to change at the Provider's discretion. This does not affect already paid fees.



14.1.7. Termination for Violation: If you violate the Terms and Conditions or the Payment Obligation clause, the Provider reserves the right to terminate your access to the Challenges and/or the Platform without a refund.

14.2. Tax Responsibility: You are responsible for any applicable taxes, duties, or fees associated with your Challenge payments. The access fee does not include taxes unless expressly stated.

## **15. Payment Methods**

15.1. The Provider offers various payment methods, and by using its services, you acknowledge and agree to the following:

15.1.1. Accepted Methods: Payments can be made using specified methods on the Website, including credit cards, debit cards, and other methods available from the company's partners. Availability may vary based on location and services accessed.

15.1.2. Authorization: By providing payment information, you authorize the Provider to process relevant payments for the services availed. You confirm having the necessary authorization for the chosen payment method.

15.1.3. Information Accuracy: It is your responsibility to provide accurate and up-to-date payment information to avoid disruptions in service provision.

15.1.4. Third-Party Processors: The Provider may use third-party payment processors, and you acknowledge that your payment details may be shared with them for transaction completion.

15.1.5. Security Acknowledgment: Given the inherent risks of data transmission over the Internet, you acknowledge that the Provider is not liable for any loss or damage resulting from such transmission.

15.1.6. Currency Conversion Fees: Depending on location and payment method, currency conversion or transaction fees may apply, and you are responsible for any such fees imposed by the payment provider.

15.2. Acceptance of Terms: By making payments and utilizing services, you accept the terms outlined in this clause and throughout the Terms and Conditions.

## **16. Intellectual Property Rights**

16.1. The Website and its contents, collectively referred to as "Intellectual Property Material," are protected by copyright, trademark, and other laws.

16.2. Ownership: All rights, title, and interest in the Provider's products, trademarks, logos, and brand features are reserved.

16.3. Usage Restrictions: Unless explicitly permitted in writing or stated otherwise in these Terms and Conditions, you are prohibited from using, reproducing, or altering the Intellectual Property Material.

16.4. Prohibition on Sale: Selling, sublicensing, or transferring any intellectual property, content, or materials obtained from the Website for commercial or non-commercial purposes is strictly prohibited.

16.5. Modifications: Modifying materials for purposes other than explicitly permitted constitutes infringement of copyright and proprietary rights.

16.6. User-Submitted Content: Content submitted by customers becomes the property of the Provider, granting the Provider rights to use, reproduce, and display such content.

16.7. User Warranty: Users warrant that submitted content does not infringe upon third-party rights, including intellectual property rights.

16.8. Legal Action: The Provider reserves the right to take legal action against entities infringing upon its intellectual property rights.

16.9. Reporting Infringement: Users believing their intellectual property rights are violated are encouraged to contact the Provider at [support@lollipop.com](mailto:support@lollipop.com).

16.10. Third-Party Links: The Website may contain third-party links; however, the Provider does not endorse or assume responsibility for such content or websites.

## **17. Refund Policy**

17.1. The Refund Policy is available at <https://lollipop.com/refund-policy/>

## **18. Use of Personal Information and Privacy Policy**

18.1. Privacy Policy is available at <https://lollipop.com/privacy-policy/>.

## **19. Indemnification**

19.1. You agree to indemnify and hold harmless the Provider, its affiliates, directors, officers, employees, agents, and partners from claims, liabilities, damages, losses, costs, and expenses arising from your use of the services, violation of these Terms and Conditions, or third-party rights.

19.2. Indemnification Extension: This obligation extends to claims or demands asserted by third parties due to your actions or omissions.

19.3. Exclusive Defence: The Provider reserves the right to assume the exclusive defence of any matter subject to indemnification, and you shall cooperate in asserting available defences.

## **20. Limitation of Liability**

20.1. Within applicable law limits, the Provider and its affiliates shall not be liable for direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the services.

20.2. Acknowledgment of Risk: You expressly acknowledge that your use of the services is at your own risk.

20.3. Total Liability: In no event shall the total liability of the Provider and its affiliates exceed the total amount paid by you for accessing and using the services.

20.4. Non-Liability for:

20.4.1. Third-party actions as per §9.

20.4.2. Loss of data.

20.4.3. Interruptions.

20.4.4. Accuracy of data.

20.4.5. Unauthorized access.

## **21. Termination and Suspension**

21.1. The Provider may, at its discretion, terminate or suspend your access to services without prior notice for reasons including violation of Terms and Conditions, engagement in prohibited activities, provision of inaccurate information, misconduct, or failure to comply with payment obligations.

21.2. Effect of Termination: Termination does not affect accrued rights and remedies.

21.3. Consequences of Termination:

21.3.1. Immediate cessation of access.

21.3.2. Possible deactivation or deletion of your account.

21.3.3. Responsibility for outstanding fees or obligations.

21.4. Non-Liability: The Provider is not liable for consequences resulting from termination or suspension.

## **22. Force Majeure**

22.1. The Provider is not liable for failure, delay, or interruption of services due to events beyond its control, including force majeure events.

22.2. Non-Liability: The Provider is not liable for losses, damages, or liabilities related to force majeure events.

22.3. Provider's Rights: The Provider may extend timelines, suspend, or modify obligations in the event of force majeure.

## **23. Change of Terms**

23.1. The Provider reserves the right to modify these Terms and Conditions without prior notice. Changes are effective upon posting on the Website or through other communication channels.

23.2. Acceptance of Changes: Continued use of services after modifications acknowledges acceptance of revised terms.

23.3. Notice of Changes: Significant changes may be communicated through email or other channels.

23.4. Written Changes: Unless specified, changes to Terms and Conditions are effective if made in writing and signed by both parties.

## **24. Invalidity of Contract Provisions**

24.1. If any provision is deemed invalid, illegal, or unenforceable, its removal does not affect the validity and enforceability of remaining provisions.

## **25. Confidentiality**

25.1. In using Provider's services, you may access confidential information, agreeing to treat it as strictly confidential and take measures to protect it.

25.2. Restrictions: You shall not disclose, use, copy, or retain confidential information beyond termination.

25.3. Exceptions: Confidentiality obligations do not apply to publicly available information, authorized disclosures, or legally required disclosures.

25.4. Survival: Confidentiality obligations persist after termination or suspension.

## **26. Notices**

26.1. Notices shall be in writing and may be delivered by email at [support@lollipop.com](mailto:support@lollipop.com).

26.2. Delivery to You: Notices will be sent to the email associated with your account.

26.3. Timeliness: Notices delivered by email are deemed received the same day if sent during business hours, or the next business day if sent outside business hours.

26.4. Contact Information: Ensuring accurate contact information is your responsibility.

## **27. Governing Law and Jurisdiction**

27.1. These Terms and Conditions and any disputes shall be governed by the laws of Cyprus.

27.2. Dispute Resolution: Parties agree to make reasonable efforts to resolve disputes through negotiation.

27.3. Jurisdiction: Disputes shall be subject to the exclusive jurisdiction of the courts of Cyprus.