

# TERMS OF USE

Last updated: 14 April 2025

**Terms of Use** (the “Terms”) are the rules and provisions that govern your access to and use of Upscale Trade’s services, application-programming interfaces, source code, and any related materials or services, including:

1. the successor Telegram Mini-App, available at <https://t.me/UpscaleTradeBot> (the “TMA”); and
2. the browser-based interface available at <https://upscale.trade/> (the “Web App”)

(collectively, the “Platform”).

By accepting these Terms, you, or the company or other legal entity you represent (“you,” “your,” or “User”), agree to be bound by them and to comply with their provisions.

You understand and agree that Upscale does not provide brokerage, custody, exchange, execution, settlement, or clearing services of any kind and is not responsible for the brokerage, custody, exchange, execution, settlement, or clearing of transactions. Upscale is not a financial institution or bank and is not under the supervision of any monetary or securities authority.

Accordingly, any assets you deposit are not protected by public authorities, including, without limitation, state insurance corporations or agencies.

Upscale Trade is not licensed by any regulatory agency or authority; the Upscale team merely develops software and provides professional development and management-training services, including structured challenges designed to enhance users’ trading skills and competencies through guided learning and practice.

If you do not agree to be bound by these Terms, you must not access the Platform or use any of its functionality.

These Terms may be updated from time to time at the Upscale team’s sole discretion. Changes will be effective no earlier than the date they are publicly posted. If you do not agree with an updated version of the Terms, you must cease using the Platform and refrain from any further use of its functionality.

## 1. ELIGIBILITY

As a condition to accessing or using the Platform, you represent and warrant that:

- you are at least eighteen years old and you comply with the laws and regulations of your
- country of residence;

- you are of legal age to accept these Terms according to your residence country legislation;
- you are not a US resident;
- you are not a resident, national, or agent of any country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions;
- you are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the US Office of Foreign Asset Control Specifically Designated Nationals and Blocked Persons List, available at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designatednationals-and-blocked-persons-list-sdn-human-readable-lists>;
- you do not intend to transact with any Restricted Person or Sanctions List Person;
- you do not and will not use VPN software, any privacy- or anonymization-enhancing tools or techniques, or any other means to circumvent, or attempt to circumvent, any restrictions that apply to the Platform.

If you represent a legal entity, you confirm and warrant that:

- (a) such legal entity is duly organized and validly exists under the applicable laws of the jurisdiction of its organization;
- (b) you are duly authorized by a such legal entity to act on its behalf;
- (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with your company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).

## 2. FEES

You understand that in connection with your use of Upscale's functionality, you may be required to pay certain protocol fees. We will notify you about fees through the interface. Without paying these fees, you cannot use Upscale's functionality.

Upscale includes a Challenge Phase Service and a Verification Service, each of which involves different fees, as described in the fee information displayed on the Platform.

The Challenge Phase Fees may be settled either (i) in Telegram Stars, Telegram's in-app virtual currency for purchasing digital goods and services, or (ii) through the external payment provider Calypso Pay.

## 3. NO PROFESSIONAL ADVICE

All information made available on the Platform is provided for informational purposes only and does not constitute investment, financial, or trading advice. You must conduct your own research and due diligence and consult a qualified financial adviser before making any investment decisions.

## 4. WARRANTIES AND REPRESENTATIONS

You understand and agree that you, accessing and using must not engage, including but not limited, in:

- violation of any applicable laws, like anti-money laundering and anti-terrorist financing laws and sanctions programs;
- transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under applicable law;
- using of Upscale's intellectual property, name, or logo, without express consent from the Upscale team;
- performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your use of Upscale's functionality;
- engaging in improper or abusive trading practices including: (a) any fraudulent act or scheme to defraud, deceive, trick or misled; (b) trading ahead of another user of the Upscale or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; (g) cornering or attempted cornering of any relevant contracts in a market; (h) violation of bids or officers; (i) spoofing; (j) manipulation; (k) spoofing; (l) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market; or (m) entering orders for the purpose of entering into transactions without a net change in either party's open positions but a resulting profit to one party and a loss to the other party, commonly known as "money pass";
- gaining unauthorized access to Upscale's functionality or another user's orders or user address;
- attempting to bypass or circumvent any security features;
- violating any law, statute, ordinance, regulation, or these Terms;
- engaging in any activity that is abusive or interferes with or disrupts our software and services (for example, DDoS attacks);
- impersonating another user of the services or otherwise misrepresent yourself.

You agree and understand that you are always responsible for your own conduct, acts and omissions. Upscale is not liable for any losses that users may suffer due to making transactions or making other actions (or inactions) through or with the help of Upscale's functionality. You agree to indemnify and hold harmless Upscale and any of its affiliated persons against all suits, claims, costs, losses, and damages.

You are responsible for complying with applicable laws that govern your use of Upscale's functionality. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the US Commodity Futures Trading Commission, no US Person may enter into perpetual contracts using the Upscale's functionality.

You understand that Upscale is not registered or licensed by any regulatory agency or authority. No regulatory agency or authority has reviewed or approved the use of the Upscale team-developed software.

Upscale does not own or control the underlying software protocols that are used in connection with margin positions or derivatives or swap contracts or any further functionality provides. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them.

Upscale is not responsible for the operation of the underlying protocols, and Upscale does not

guarantee of their functionality, security, or availability.

At its sole discretion, the Platform reserves the right, during any Challenge Phase, to refund to the User any Challenge Phase Fee previously paid - whether settled in Telegram Stars or processed through Calypso Pay - and to terminate the provision of services, irrespective of the Phase's current progress, outcomes, or the financial status of the deposit. Such actions may be taken without prior notice or obligation to provide reasoning, as deemed appropriate by the Platform in alignment with its operational policies.

## 5. DEMO TRADING RULES

During the Demo Trading Period, you may execute any trades unless they involve strategies or practices prohibited by this Agreement.

You acknowledge and agree that the Platform has the right to access information about any demo trades you execute on the Platform and that you will share such information with the Platform.

Prohibited Trading Practices.

During demo trading, whether intentionally or unintentionally, you are prohibited from:

- Exploiting errors or glitches in the Platform's services (e.g., taking advantage of incorrectly displayed prices or delays in price updates).
- Trading based on external or third-party data feeds.
- Using any software or other methods (including the manipulation of large volumes of data) to gain an unfair advantage in using our systems or services.

You understand and agree that all services we provide are solely for your personal use. This means only you may access your own Challenge and Verified Accounts and execute transactions.

If a user engages in any of the prohibited trading practices described above:

- The Platform may deem the user to have failed to meet the criteria of any relevant Challenge.
- The Platform may disregard or delete any Transaction results that violate the Trading Rules.
- The Platform may immediately cancel all Services and either terminate this Agreement.

The Platform assumes no responsibility for any trading or other investment activities undertaken by the User.

Financial markets can change frequently and suddenly. Trading on these markets may be unprofitable and can lead to significant financial losses. We do not guarantee any profitability of your demo trading.

## 6. IDENTITY VERIFICATION (KYC) FOR WITHDRAWALS

Before a withdrawal can be executed, the User must complete a standard Know Your Customer (“KYC”) identity-verification procedure administered by an accredited third-party provider engaged by the Platform. This procedure requires the submission of a clear copy of the photo page of a valid passport together with a live selfie captured during the verification session. Upscale will use commercially reasonable efforts to review the submitted materials within forty-eight (48) business hours, and any withdrawal request will remain in “Pending KYC” status until the verification is successfully completed and approved.

The KYC process is unavailable to, and withdrawals will not be processed for, any individual who is a citizen or resident of a jurisdiction designated as ineligible under Section 1 (“ELIGIBILITY”) of these Terms. Moreover, the services of the Platform are offered solely to natural persons who are at least eighteen (18) years of age on the date of account registration.

## 7. INTELLECTUAL PROPERTY

We grant you limited, non-exclusive, non-transferable revocable permission to make use of Upscale’s functionality. This access shall remain in effect until and unless terminated by you or by us.

You agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display, or create derivative works based on the Upscale software, in whole or in part. The Upscale software is not in any way sold or transferred to you.

You are solely responsible for all your user content, if any. You represent and warrant that you have all rights that are necessary to grant us the license rights of your user content under these Terms.

## 8. COMMUNICATION

Unless the contrary is specifically provided in these Terms, any notice, instruction, request or other communication to be given to us by the user under these Terms shall be in writing and shall be sent to the email address below (or to any other address which we may from time to time specify to the user for this purpose) and shall be deemed delivered only when actually received by Upscale’s support team at: <https://t.me/UpscaleTradeBot>

Any communications sent to the user (documents, notices, confirmations, statements, etc.) are confidential in all cases. You must not disclose any details to third parties about your communication with the support team.

## 9. LIMITATION OF LIABILITY

You acknowledge and agree that any information you send or receive during your use of Upscale’s functionality may not be secure and may be intercepted or later acquired by unauthorized parties.

You acknowledge and agree that your use is at your own risk.

Recognizing such, you understand and agree that, to the fullest extent permitted by applicable law, neither Upscale nor its affiliated persons or representatives will be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort, strict liability or any other

ground, resulting from the service; the use or the inability to use software and services; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the software and services; human errors; technical malfunctions; failures, including public utility or internet outages; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software; any injury or damage to computer equipment; inability to fully access the software and services or use the software and services; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typing, printing or other errors, or any combination thereof; or any other matter relating to the software and services.

The access to functionality is provided on an “AS IS” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement.

## 10. INDEMNITY

You agree to release and to indemnify, defend and hold harmless Upscale and its affiliates, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys’ fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of Upscale functionality, your violation of these Terms of Use, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy.

## 11. TERMINATION

The functionality of Upscale may be changed from time to time and with or without prior notice to you, modified, suspended or become disabled (temporarily or permanently), in whole or in part, for any reason whatsoever. Upon termination of your access, your right to use the Upscale’s functionality will immediately cease. Upscale and its affiliates, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities will not be liable for any losses suffered by you resulting from such modification, suspension, or termination, for any reasons.

## 12. RISKS

Risk Disclosure and Platform Policy. The following outlines the inherent risks associated with digital asset trading and the use of this platform. By engaging with our services, you acknowledge and accept these risks.

Key Risks Associated with Digital Assets and Trading

- **Non-Statutory Nature of Digital Assets**  
Digital assets are not issued or backed by governments, central banks, financial institutions, or this platform. They are largely unregulated, and their value or price is neither controlled nor protected, exposing users to significant financial uncertainty.
- **Price Volatility Risk**  
The value of digital assets can experience extreme fluctuations, presenting a high

level of risk for investors and traders. Such volatility may lead to substantial financial losses.

- **Liquidity Challenges**

There is no assurance of a liquid market for any digital asset. A lack of trading interest at any given time can result in liquidity issues, potentially causing losses due to the inability to liquidate positions in cold or illiquid markets.

- **Technological Vulnerabilities**

The platform's services rely on technologies such as computer networks and blockchain systems, which may be subject to failures, defects, hacks, or other unforeseen issues, potentially disrupting operations and causing losses.

- **Cyberattack Threats**

Due to their intangible nature and reliance on technology, digital assets are highly susceptible to cyberattacks and theft. Specific attacks may target digital assets due to their network structure, leading to potential losses.

- **Irreversibility of Transactions**

Each digital asset is linked to a unique deposit address. Depositing an incorrect asset to this address results in permanent loss. Similarly, entering an incorrect withdrawal address, losing private keys, or having virtual assets stolen may lead to irretrievable losses.

- **Legal, Policy, and Regulatory Risks**

Trading digital assets and derivatives may be subject to legal, policy, and regulatory risks in various jurisdictions. Changes in regulations can impact the demand, price, and usability of digital assets. Additionally, banks or financial institutions may refuse to process transactions or maintain accounts for entities involved in digital asset trading.

- **Tax Implications**

Profits from trading digital assets and derivatives may be subject to taxes, duties, or other charges in your jurisdiction. It is your responsibility to report and pay any applicable taxes. If you are uncertain about your tax obligations, we recommend seeking professional advice.

## **Risks Specific to Using the Platform's Services**

- **Internet and Network Issues**

Users may encounter network communication failures, system interruptions, errors, delays, or other issues that could result in financial losses.

- **Cybersecurity Threats**

Cyberattacks, including viruses, Trojan horses, or malicious programs, may compromise the security of your account and virtual assets, potentially leading to losses.

- **Phishing Scams**

Malicious actors may create apps or websites mimicking the platform's name or domain, tricking users into disclosing personal information, passwords, or other sensitive data, which could result in losses.

- **Data Transmission Errors**  
Inaccuracies, defects, delays, interruptions, or loss of data during transmission may occur, potentially causing financial losses for users.
- **Account Security Risks**  
Failure to secure account information or using weak passwords may lead to unauthorized access or attacks, resulting in losses.
- **Regulatory Enforcement Risks**  
The platform may be subject to regulatory orders to suspend or terminate services, which could prevent users from accessing their digital assets and lead to losses.

#### Platform Rights and Prohibited Activities

- **Right to Suspend or Terminate Services**  
If the platform, at its sole discretion, determines that you have violated this Agreement or that your use of the services is illegal under the laws of your jurisdiction, the platform reserves the right to suspend or terminate your account and access to services at any time.
- **Prohibition of Illegal Activities**  
Using the platform for money laundering, fraud, smuggling, terrorist financing, or any other illegal activities is strictly prohibited. If suspected illegal activity is detected, the platform may freeze your account, notify relevant authorities, and pursue legal action against the responsible parties. The platform bears no liability for losses arising from such actions.
- **Prohibition of Unethical Trading Practices**  
The platform prohibits malicious market manipulation, improper trading, and other unethical activities. If such behavior is detected, the platform may impose warnings, transaction restrictions, or account closure. The platform is not responsible for any losses resulting from these measures and reserves the right to hold individuals accountable.

#### General Disclaimers and Recommendations

- **High-Risk Nature of Digital Asset Trading**  
Trading and investing in digital assets carry significant risks and are not suitable for most individuals. You acknowledge that such activities may result in partial or total loss of funds. Only invest what you can afford to lose, and seek professional advice if you are uncertain about the risks involved.
- **Additional Risks**  
Beyond the risks outlined here, other unforeseen risks may be associated with digital asset investments. For a more detailed understanding, refer to the Risk Disclosure Statement available on the platform.
- **Content Changes and Accuracy**  
The platform's content may change without notice. While we strive to ensure the accuracy of the information provided, we do not guarantee it and are not liable for losses arising from inaccuracies, internet issues, or delays in transmitting or receiving information.



- Official Communication Channel  
The only official external platform for announcements is <https://t.me/UpscaleTradeBot>.
- Legal Disclaimer  
The "Legal Disclaimer" forms an integral part of this Agreement. Users are strongly encouraged to read and understand it thoroughly.

#### Final Note

Before engaging in any digital asset transactions, carefully evaluate your financial situation and the risks outlined above. All losses resulting from your decisions are your sole responsibility. For further clarity on the risks involved, consult the Risk Disclosure Statement and seek professional guidance as needed.

## 13. FORCE MAJEURE

A Force Majeure Event includes without limitation each of the following:

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- Act of God, earthquake, Upscale, hurricane, typhoon, accident, storm, flood, fire, epidemic, pandemic or other natural disasters;
- Labour disputes and lock-out;
- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to our fault);
- Any event, act, or circumstances not reasonably within our control and the effect of that event(s) is such that our support team is not in a position to take any reasonable action to cure the default.

## 14. GOVERNING LAW

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the Republic of Seychelles.

If it is impossible to find a good resolution by negotiations, any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the Federation Rules of International Arbitration of the Federation Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of three arbitrators. The seat of the arbitration shall be Victoria, the Republic of Seychelles. The arbitral proceedings shall be conducted in English.

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the Republic of Seychelles.

In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.