



# Services & Nature of Business

## T&Cs



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These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“User,” “Trader,” or “you”) and AuraXtail (“AuraXtail,” “we,” “us,” or “our”), a proprietary trading firm engaged in research and development activities. By accessing our website, purchasing any product or service, participating in any program, evaluation, giveaway, competition, or otherwise engaging with AuraXtail, you acknowledge that you have read, understood, and agreed to be bound by these Terms in their entirety. If you do not agree, you must immediately cease all use of our services.

### **1. Acceptance of Terms**

Your continued use of AuraXtail’s services, platforms, or participation in any program constitutes your ongoing acceptance of these Terms, as they may be amended from time to time. These Terms apply to all users, including those participating in evaluations, giveaways, competitions, or any other offerings.

### **2. Company Description and Nature of Services**

AuraXtail operates primarily as a proprietary trading firm, with secondary activities in software and fintech development. We are actively engaged in the architecture and testing of A-book execution models, trading software, banking software, and blockchain technologies.

The core nature of AuraXtail is research and development (“R&D”). Our operations are experimental and subject to rapid evolution. All services, policies, and internal procedures are provided on an “as-is” and “as-available” basis and may change at any time in accordance with good-faith principles. We publicly declare and adhere to a “consumer-first” philosophy, meaning our interests are aligned with, or at minimum not adverse to, those of participating traders.

### **3. Participation in AuraXtail Programs**

By participating in any AuraXtail program, including but not limited to evaluations, challenges, giveaways, or competitions; you expressly acknowledge and agree that:

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- AuraXtail’s fundamental purpose is to experiment, test boundaries, and advance proprietary R&D initiatives;
  - Your participation provides critical data and insights that support our ongoing research;
  - You are engaging with an experimental platform where outcomes and risks are inherently uncertain.
  - Our intent with selling offers to users is to source independent trading associates (“Funded Traders”) for live a-book execution on simulated trading platforms issued by our firm.

#### **4. Transparency, Trader-First Model, and Good-Faith Obligations**

AuraXtail maintains a transparent and trader-first model. We commit to conducting all activities in good faith and will not use our position to trade against any trader or act maliciously.

However, we strictly prohibit any form of exploitation, abuse, structuring, or weaponization of our favorable terms, policies, or systems. We reserve the sole and absolute discretion to determine, in good faith, whether any conduct constitutes exploitation or a breach of these principles. In such cases, we may immediately suspend or terminate access to services, accounts, or programs without prior notice or liability.

#### **5. Evaluations, Funding, and Financial Arrangements**

##### **5.1 Evaluation Fees and Funding Model**

By purchasing a paid assessment or program from our firm you are applying to potentially become an independent contractor. The result of our firm signing you as a contractor is under no circumstances a promise or guarantee.

Evaluation fees paid to AuraXtail are used to support our trader-funding initiatives and R&D activities. Payment of an evaluation fee or service from us does not guarantee any specific outcome, even upon successful completion of all requirements. Signing decisions remain at our sole discretion and are subject to the Risk Disclosure available at <https://www.auraxtail.com/risks>.

##### **5.2 No Guarantee of Funding**

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Our intent is to provide traders with access to simulated capital and, where appropriate, back successful participants with proprietary capital on our A-book execution model. Where contracting cannot be made within a reasonable expected timeframe, we will plan to issue a refund. We can not commit to an exact timeframe on the arrival of any such refunds, but publicly declare that we will issue a refund as soon as financially possible. However, in the fast-paced and unpredictable environment of financial markets, we make no guarantees and accept no obligation to sign any trader. We are not liable for any potential damages, losses, or missed opportunities that may arise from engaging with our services.

### **5.3 Irrevocable Nature of Payments**

All funds paid to AuraXtail upon purchase of any product or service become our property immediately and irrevocably. No refunds are available except at our sole discretion and in accordance with any specific refund policy we may publish from time to time (including refund policies declared on <https://www.auraxtail.com/risks>).

### **5.4 Limitation of Liability**

We are not responsible or liable for any damages, losses, or claims arising from:

- The purchase of any evaluation or service;
- Any failure to fund/sign a trader, even after successful evaluation completion;
- Mistakes, errors, or delays on our part;
- Market volatility, system failures, or any other event in the real-world financial environment.

You agree that our liability is strictly limited to the amount paid for the specific evaluation or service in question, and only in cases where we expressly elect to issue a refund.

## **6. Giveaways, Competitions, and Promotional Offers**

Active giveaways and promotional offers are listed on <https://www.auraxtail.com/competition>. Each giveaway and promotional offer is subject to their own terms and conditions (as listed on <https://www.auraxtail.com/competition>).

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AuraXtail may, from time to time, host giveaways, competitions, or promotional offers under private, public, or separate offer structures. Participation in any such promotion does not guarantee funding or any other prize, even upon completion of all stated steps or requirements.

While we will exercise commercially reasonable best efforts to meet announced obligations, we cannot guarantee specific timelines for fulfillment, nor can we guarantee fulfillment in every instance. Decisions regarding whether, when, and to what extent prizes or benefits are awarded remain at our sole and absolute discretion, taking into account factors such as overall revenue generated, participation levels, and alignment with our business objectives. Participation in our free promotional offers do not create any contractual entitlement to such outcomes.

The nature and intent behind each giveaway will be declared on <https://www.auraxtail.com/competition> but is ultimately subject to these terms.

We will make reasonable commercial efforts to fulfill promotional obligations; however, all decisions regarding fulfillment, including the number of participants contracted/funded and the timing of any awards, remain at our sole and absolute discretion. Such decisions may be influenced by marketing outcomes, revenue generated, or other business considerations. We reserve the right to modify, suspend, or cancel any giveaway or competition at any time without notice or liability.

## **7. Changes to Terms and Policies**

AuraXtail reserves the right to modify, update, or replace these Terms or any internal policies at any time, with or without notice, in accordance with good-faith principles and our consumer-first commitment. Continued use of our services after any changes constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically.

## **8. Suspension and Termination**

We may, in our sole discretion and without prior notice or liability, suspend or terminate your access to any or all services, accounts, or programs if we determine, in good faith, that you have:

- Exploited or abused our systems, terms, or favorable conditions;
  - Acted in bad faith; or
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- Violated any provision of these Terms.

Such action shall not constitute a breach of these Terms or any duty owed to you.

### **8.1 – Rules, Interpretation, and Consequences of Non-Compliance**

AuraXtail reserves the exclusive right to establish, interpret, and amend the rules, criteria, objectives, and conditions applicable to any evaluation program, challenge, simulated account, or other service offering (collectively, the “Program Rules”). These Program Rules form an integral part of these Terms and will be published on our website or otherwise made accessible to participants in a clear and timely manner.

It is your sole responsibility to review, understand, and comply with the current Program Rules throughout your participation. If any aspect of the Program Rules appears unclear or requires further explanation, you are encouraged to contact our support team promptly via the designated channel ([associates@auraxtail.com](mailto:associates@auraxtail.com) or as otherwise specified) for clarification prior to engaging in trading activity. We are committed to providing reasonable assistance in addressing genuine questions to support fair participation.

We will exercise our interpretive discretion in good faith, consistently with the stated purpose and objectives of the relevant program. While the final determination of compliance or violation rests with AuraXtail in its sole discretion, such determinations will be made reasonably and transparently, taking into account available evidence and the overall context.

Any confirmed or unconfirmed violation of the Program Rules, these Terms, or other applicable policies, whether identified on a simulated account or in connection with any AuraXtail service, will result in the immediate suspension or termination of the relevant account and associated access to our services. If the trader had profit accumulated on their funded account at the time of breach, we are not obligated to payout the profit. A breach constitutes grounds for concluding participation in the current program. In such cases, the opportunity to progress toward or continue as an independent trading associate arrangement (commonly referred to as a “funded trader” position) under that specific program will end. You may seek to re-engage by purchasing a new assessment or service and commencing participation under the then-current terms and conditions.

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We recognize that our automated monitoring systems and tools, used to detect potential non-compliance in real-time trading data, may occasionally generate errors or false positives due to the inherent complexities of such analysis. If you reasonably believe that a suspension or adverse outcome has arisen from a genuine system error or misapplication of the rules, please contact us without delay through the designated support channel. We will conduct a good-faith review of the matter and apply commercially reasonable best efforts to investigate the circumstances thoroughly. You have exactly 72 hours to attempt to appeal a decision from the time of breach. Attempts to appeal after 72 hours may be disregarded at our discretion.

Where clear and compelling evidence demonstrates that the determination resulted from a verifiable system error, we will make best efforts to rectify the situation appropriately, which may include reinstatement of the account or other fair adjustments, consistent with program integrity and our operational discretion. However, if no such clear evidence exists, or if the conduct constitutes a genuine breach, we are under no obligation to reverse the decision, reinstate access, or provide compensation.

Participation in AuraXtail programs grants access to a simulated trading environment exclusively for evaluation, performance assessment, and research purposes. The programs are designed to identify qualified traders who may be offered the opportunity to enter into an independent trading associate arrangement with our firm, subject to successful completion of all requirements and our final approval. No real capital is deposited by participants, and no proprietary capital is committed or guaranteed during the evaluation phase. Accordingly, these programs do not create a custodial, depositary, or guaranteed-funding relationship, and we retain no contractual obligation to reverse suspensions, reinstate accounts, or offer remedies in respect of disputed system determinations absent clear evidence of error.

This clause is intended to promote fair, transparent, and consistent application of program standards while preserving the experimental, discretionary, and research-oriented nature of our proprietary trading model. It does not confer any automatic or perpetual right to access, progression, or engagement beyond the express terms of each specific program.

## **9. General Provisions**

### **9.1 Severability**

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If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **9.2 Entire Agreement**

These Terms constitute the entire agreement between you and AuraXtail regarding the subject matter hereof and supersede all prior understandings.

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