



# Public Trading Policy

## T&Cs



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## **I. Purpose and Scope**

AuraXtail™ offers a discretionary trader funding program that evaluates traders in a simulated environment and may choose to replicate their simulated executions with real internal capital via partnered liquidity providers. This Public Trader Policy outlines the general terms, trader responsibilities, and the discretionary nature of AuraXtail's services.

AuraXtail is not a regulated broker, dealer, or financial institution. All services are offered at the firm's sole discretion. Participation in this program does not constitute an investment, nor does it guarantee any legal entitlement to funded capital or earnings.

AuraXtail commits to operating in good faith by delivering its program substantially as publicly marketed and represented. The firm will not withhold or materially alter the benefits, opportunities, or conditions that have been openly disclosed to traders.

AuraXtail will provide traders with a fair and reasonable opportunity to qualify as contracted traders, consistent with the terms and performance criteria presented in its public materials and communications.

AuraXtail will not implement abrupt or arbitrary changes to trading rules to its funded traders with the intent of maliciously disadvantaging participants or circumventing the expectations it has publicly set forth.

Furthermore, AuraXtail will not engage in deliberate actions designed to act contrary to the commitments made in its public disclosures.

### **Firm:**

AuraXtail™, operated by Oxtail Holdings Inc.®

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## Key Definitions

- **Evaluation:** Traders participating in an evaluation trade within a fully simulated environment using demo trading accounts. No compensation is provided during this phase.
- **Funded Trader:** A funded trader provides simulated trading output on AuraXtail's proprietary platform. At its discretion, the firm may choose

to replicate these trades using real internal capital. Traders do not access live markets directly, the firm makes its own execution decisions based on received signals.

- **Capital:** AuraXtail's internal capital is derived from evaluation fees and access charges for its simulated environments. These fees are retained by the firm and used at its discretion. They do not constitute investments, deposits, or any form of managed assets.
- **Commission / Profit Split:** Profit-sharing is based on each trader's commission structure (e.g. 50%). These performance-based commissions are paid to traders acting as independent contractors, based solely on confirmed, profitable, simulated deliverables provided to AuraXtail.

## II. Eligibility and Access

### 1. Minimum Age and Legal Eligibility

- Traders must be at least 18 years old and access services from permitted jurisdictions.

### 2. Restricted Jurisdictions

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○ AuraXtail does not provide services to individuals or entities located in sanctioned or restricted jurisdictions, including but not limited to:

North Korea (Democratic People's Republic of Korea)

Iran

Cuba

Syria

Crimea (Autonomous Republic of Crimea and City of Sevastopol)

Donetsk People's Republic (DNR)

Luhansk People's Republic (LNR)

Yemen

Russia

Venezuela

### **3. KYC Requirements**

○ Traders must complete identity verification before accessing funded accounts.

### **4. Program Limitations**

○ AuraXtail reserves the right to limit, suspend, or terminate services.

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## 5. Service Fees

- Fees for evaluations are non-refundable unless otherwise stated by AuraXtail. (see more at <https://www.auraxtail.com/risks>)

## III. Payouts

AuraXtail™ makes every reasonable effort to compensate funded traders for their performance. To ensure the integrity of these payouts, the firm is committed to a-booking / replicating simulated executions using its own internal capital and liquidity partners as publicly stated.

However, under certain circumstances, AuraXtail may be unable to issue compensation. By participating in the program, traders acknowledge that AuraXtail is not liable for missed, delayed, or withheld payouts due to:

- Failure or collapse of third-party brokers or liquidity providers
  - Technology outages, infrastructure failures, or platform disruptions outside, or within the firm's control
  - Force majeure events, including natural disasters, wars, or regulatory interventions
  - Theft, fraud, or asset freeze affecting the firm or its partners
  - Gross negligence or misconduct by an officer or representative of the firm
  - Asset seizures or account freezes by any exchange, bank, broker, or financial institution directly or indirectly involved in firm operations
  - Any other unforeseeable acts of God or events
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AuraXtail will make commercially reasonable efforts to notify affected traders and mitigate any disruption, but explicitly disclaims liability for any resulting losses.

Any misleading representations submitted during the onboarding process to any of the firm's programs will result in an automatic cancellation / rejection of any compensation.

#### **IV. Dispute Resolution**

Disputes shall be resolved by binding arbitration in Calgary, Alberta, under the ICDR Rules, with one arbitrator. Class actions and court litigation are prohibited.

AuraXtail may amend this Policy at its discretion.

Updates will be posted at [www.auraxtail.com/legal](http://www.auraxtail.com/legal).

This Policy is governed by the laws of Alberta and Canada, excluding conflict-of-law principles.

#### **Privacy Policy**

##### **1. Introduction**

AuraXtail™ and TradeOx™, operated by Oxtail Holdings Inc., are committed to protecting the privacy and personal information of all users. This Privacy Policy explains how we collect, use, store, and share your data when you engage with our services, websites, and platforms.

By using our services, you agree to the collection and use of your information in accordance with this policy.

##### **2. What We Collect**

We may collect the following types of information from users:

- Full name and contact details (email, phone number)
  - IP address and device/browser identifiers
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- Government-issued ID and proof of address (KYC documents)
  - Crypto wallet addresses and transaction logs
  - Credentials to user-owned trading accounts (e.g. investor passwords, master passwords)
  - Trade activity and platform behavior logs
  
  - Session data and onboarding responses

### **3. How We Use Your Data**

We use your data to:

- Operate our copy trading infrastructure
- Perform user identity verification (KYC)
- Monitor and log trade activity for audits, evaluation, and compliance
- Communicate updates, onboarding steps, or platform issues
- Improve platform performance, security, and user experience
- Fulfill payout processes and evaluation outcomes
  
- Investigate fraud or suspicious activity

### **4. Data Sharing**

We share your data with trusted third-party providers and internal teams strictly for operational purposes. These include, but are not limited to:

- Compliance vendors (e.g., KYC services)
- Web automation tools
- Hosting infrastructure and platform integrators
  
- Internal employees and contractors under confidentiality agreements

We may also share data with regulatory bodies or law enforcement where required by law or under good-faith reporting policies.

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## 5. Data Security & Limitations

We take reasonable technical and organizational measures to protect your data. However, by participating in AuraXtail's services, users acknowledge that:

- You are voluntarily providing account credentials (e.g., to demo trading accounts). We encourage connecting demo accounts only to minimize risk.
- AuraXtail is not liable for service outages, third-party failures, or platform bugs that affect copy trading or mirrored executions.
- While we aim to maintain strong uptime and infrastructure reliability, technical glitches and losses may occur and are covered under our service terms, not under liability or insurance coverage.

## 6. International Compliance (GDPR & Beyond)

Although our operations are based in Alberta, Canada, we strive to follow global privacy standards, including the General Data Protection Regulation (GDPR). EU users may request access, correction, deletion, or limitation of processing of their data by contacting us directly.

## 7. Data Retention

We retain personal data for as long as reasonably necessary to:

- Fulfill the purposes outlined above
- Comply with legal obligations
- Resolve disputes
- Enforce agreements

Typically, trade logs and account data are retained for at least 5 years for audit and compliance purposes. By submitting trade activity or simulated execution data through any AuraXtail platform (including TradeOx™), you grant AuraXtail full, non-exclusive

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rights to use, reproduce, analyze, distribute, monetize, or resell that data. AuraXtail considers all simulated execution data as proprietary firm data once received, and may use it for commercial purposes, including statistical modeling, AI training, performance reporting, or sale to third parties.

This data does not include personally identifiable information unless explicitly permitted by the user or required for regulatory purposes.

### **8. Updates to This Policy**

We may update this policy from time to time. When updates are made, they will be posted at [www.auraxtail.com/legal](http://www.auraxtail.com/legal) and, where appropriate, notified via email or Client Portal. Continued use of our services after such updates constitutes your acceptance of the changes.

### **9. Contact Us**

For privacy-related inquiries, data access requests, or to report a concern, contact:  
[admins@oxtailholdings.com](mailto:admins@oxtailholdings.com)

10180 101st St NW, Edmonton, AB T5J 3S4, Canada

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