

## **Astra**

### **Terms of Service**

#### **Introduction**

**Welcome to Astra ("Astra"). We offer specialized educational and simulated trading experiences in forex trading.**

#### **Eligibility**

**Our services are intended for individuals who are at least 18 years old. Registration and participation signify compliance with this age requirement.**

#### **Nature of Services**

**Astra provides:**

**a) Forex Education: Educational materials and resources, available for free and through paid options.**

**b) Simulated Trading Challenges: Structured in two phases, these challenges are entirely simulated, with no real money involved.**

#### **Simulated Trading Account**

**Successful participants are awarded an Astra account, which operates on a simulated basis. Rewards, representing 80% to 90% of simulated profits, are provided as recognition of skill and effort in the simulated environment and are not real investment returns.**

#### **Simulated Trading Only**

**All trading within Astra's platform is simulated. There is no real money trading or financial investment involved.**

### **Educational Purpose**

**Astra's services are strictly educational. We do not offer investment advice or act as a retail broker. All content is for educational use only.**

### **User Responsibility**

**Participants must understand the educational and simulated nature of our services. Astra is not responsible for any real-life financial decisions based on our content.**

### **Intellectual Property**

**All content, including educational materials and trading simulations, is the intellectual property of Astra.**

### **Limitation of Liability**

**Astra is not liable for any direct or indirect financial losses related to the use of our services. Participation is at the user's own risk.**

### **Jurisdiction and Governing Law**

**These terms are governed by the laws of the jurisdiction where Astra is based. Any disputes will be resolved under these laws.**

### **Amendment of Terms**

**Astra reserves the right to modify these Terms at any time. Continued use of the services after changes indicates acceptance of the new Terms.**

## **Contact**

**For queries or concerns, contact us at [team@astra.com](mailto:team@astra.com).**

## **Prohibited Activities**

**Users are prohibited from engaging in any of the following activities:**

**Sharing login credentials or allowing access to the account by unauthorized parties.**

**Circumventing IP address restrictions by using VPNs or other means to mask location.**

**Attempting to bypass completion of simulation challenges by cheating or sabotage.**

**Engaging in harassment, hate speech, or any unlawful behavior on the platform.**

**Any violation of these rules may result in suspension or termination of the account.**

## **Right to Suspend or Terminate Access**

**Astra reserves the right to suspend or terminate a user's access to the services if:**

**The user breaches any of the terms outlined in this policy.**

**The user engages in any prohibited activities listed in Section 13.**

**Astra reasonably suspects the account is being used for unlawful or inappropriate purposes.**

**Astra is required to do so by law or compelled to by a regulatory authority.**

**Users will not be entitled to any refunds for purchases or subscriptions in the event of suspension or termination due to violations of these terms.**

### **Refund Policy**

**Any purchase of educational materials or services is non-refundable except as outlined below:**

**Simulated trading challenges involve completing two sequential phases. No refunds will be provided if a participant does not successfully pass both phases by meeting the predefined criteria.**

**Refunds equal to 100% of the purchase price will be issued for the simulated trading challenges only after the 4th simulated payout is received on the Astra account after passing both phases of the challenges.**

**No refunds will be provided under any circumstances if a participant has been found violating the terms of use, prohibited activities or challenge rules as outlined in this policy.**

**By purchasing our services, users acknowledge that refund eligibility is strictly subject to meeting the terms above. Astra reserves the right to withhold or delay refunds at its own discretion if it reasonably believes any violation of policies has occurred.**

### **Tax Responsibilities for Users After Passing Challenges**

**Users who have successfully passed both phases of Astra's simulated trading challenges acknowledge and agree that they are acting as independent**

**contractors using Astra's online services thereafter, and are not employees, agents, joint venturers or partners of Astra.**

**Users are solely responsible for determining their tax obligations in any country, state or local jurisdiction where they may be subject to taxation based on their activities and profits generated after passing the challenges. Astra will not withhold, collect, report or remit any taxes arising thereafter.**

**Astra does not provide tax, legal or financial advice. Users should consult professional advisors regarding any potential tax consequences or obligations related to using Astra's services or any profits generated after passing the challenges.**

**By accepting these terms, users agree that they have understood their tax obligations thereafter and acknowledge that Astra has no responsibility or liability in respect to a user's taxes based on their activities and profits after passing the challenges.**

#### **Nature of Fees Paid**

**Any fees paid by a user to participate in Astra's simulated trading challenges are not considered a deposit with Astra. Rather, such fees paid cover Astra's operational expenses which may include but are not limited to staff compensation, technology infrastructure, educational materials, customer support, marketing and business development.**

**Users acknowledge and agree that by paying the fees, they are purchasing access to Astra's educational services and simulation platform to complete the trading challenges, but do not acquire any equity interest or deposit claim on Astra. Fees are non-refundable except as outlined in the Refund Policy.**

#### **Disclaimer of Investment Services**

**NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU**

**SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (accounts provided) (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service (The company has the right to seize operations at any given time) Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any . We do not assure, promise, or guarantee that your experience with our service will be continuous, prompt, safe, or without errors. Furthermore, we make no claims that the outcomes derived from utilizing our service will be precise or dependable. You acknowledge that we may temporarily suspend the service for undetermined periods, or terminate it at any time, without providing you with prior notice. By using the service, you explicitly accept that any risks associated with its use or your inability to use it are solely your responsibility. Except for any explicit assurances we might provide, the service and all goods and services offered to you through the service are supplied 'as is' and 'as available', without any form of warranty, either explicit or implied, including but not limited to warranties of merchantability, quality for a particular purpose, sustainability, ownership, and non-violation of rights. Under no circumstances will Astra, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be held accountable for any personal injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, such as lost profits, lost revenue, lost savings, loss of data, replacement costs, or any alike damages, whether based in contract, tort (including negligence), strict**

**liability or otherwise, stemming from your use of the service or any products acquired using the service, or for any other claim related in any manner to your utilization of the service or any product. This includes, but is not limited to, any mistakes or omissions in any content, or any loss or damage of any kind incurred as a result of using the service or any content (or product) posted, transmitted, or otherwise made available through the service, even if informed of their possibility. Since some states or jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, our liability in such states or jurisdictions shall be limited to the fullest extent allowed by law transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.**

### **Indemnification by User**

**You commit to indemnify, defend, and exonerate Astra and its parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensees, service providers, subcontractors, suppliers, interns, and employees from any liability, claim, or demand, including reasonable legal fees, made by a third party as a result of or stemming from your violation of these Terms of Service or the documents referenced herein, or your infringement of any law or the rights of a third party. This indemnification obligation will require you to cover any expenses or liabilities we incur as a direct or indirect outcome of your actions, including, but not limited to, legal costs incurred in defending against claims brought by third parties due to your conduct or your failure to adhere to these Terms of Service or applicable laws**

### **Severability**

**In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.**

### **Survival of Terms**

**The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.**

## **Termination of Agreement**

**These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof)**

## **Waiver**

**The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.**

## **Entire Agreement**

**These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).**

## **Applicable Law and Jurisdiction**

## **Dispute Resolution**

**Commitment to resolve disputes internally first.**

## **Use of Fees Collected**



**Astra retains full discretion over the use of collected fees to manage the business. Fees are not held in a segregated customer or trust account. Astra does not pay any interest on collected fees from users.**

### **Disputes over Payments**

**When you challenge a payment, it negatively impacts our financial stability and tarnishes our reputation with the Payment Gateway. Consequently, in alignment with our policies, we will deactivate the accounts of users who initiate disputes over their payments related to specific order numbers. Furthermore, we will no longer consider requests to reactivate such accounts. Users engaged in disputed transactions under normal business operations, where no fault lies on our part, will not be eligible for future accounts with Astra. Additionally, we will refund the remaining balance in all their other active accounts, provided it exceeds the initial deposit.**

### **Modification of Terms**

**Astra reserves the right to modify these Terms at any time. Continued use of the services after changes indicates acceptance of the new Terms.**

**Any question contact : [team@astracapitalfunding.com](mailto:team@astracapitalfunding.com)**

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**Company are conducted in compliance with relevant German laws and regulations pertaining to educational services.**