GENERAL TERMS AND CONDITIONS OF ORION FUNDED

Last updated September 16, 2026

We are ORION GLOBAL FZCO, a company established and existing under the laws of the United Arab Emirates, with its registered office at Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates (“we”, “us”, “our” or the “Provider”).

Our mission is to provide you with the tools and environment necessary to develop and demonstrate your skills as a trader through a structured simulated trading evaluation process.

You should read this document carefully. These General Terms and Conditions (the “GTC” or “Terms”) govern the provision of our services, including the Orion Challenge programs, analytical instruments, educational materials and other services which we enable you to access through the website www.orionfunded.com (the “Website”), through the client section available at app.orionfunded.com (the “Client Section”), and which are further described in these Terms (together, the “Services”).

All accounts provided under the Services are accounts for simulated trading. The activity you engage in when you submit simulated trades in your account is not trading in real financial instruments. You are not obligated to use the Services if you do not agree to or do not understand any part of these Terms.

After you register on the Website you may order an Orion Challenge program and other Services (each an “Order”). When we confirm your Order, a contract between you and us is concluded (each an “Agreement”). These Terms, together with the confirmed Order, constitute the Agreement. Your agreement to these Terms is evidenced by you completing the Order. If you enter into an Agreement on behalf of a legal entity, you represent that you have the authority to bind that legal entity to the Agreement.

Definitions of terms used in these Terms can be found in Clause 21 (Definitions).

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1. ELIGIBLE CUSTOMERS

1.1 You are only eligible to access the Services if:

- you are a natural person at least eighteen (18) years of age and not subject to restrictions based on your nationality or residency as determined by the rules of each Restricted Jurisdiction; or
- you are a legal entity and are not established or incorporated in a Restricted Jurisdiction, provided that the beneficial owner is eligible to access the Services in their individual capacity,

and you are not subject to relevant international sanctions (including sanctions lists of the European Union, the United Nations, the Office of Foreign Assets Control, or applicable local authorities), you do not have a criminal record related to financial crime or terrorism, and you meet the requirements of our identification procedures.

1.2 Restricted Jurisdictions include United Arab Emirates, Bangladesh, North Korea, Syria, American Samoa, Grenada, Chad, Belize, Antigua and Barbuda, Indonesia, Cape Verde, Tuvalu, Bouvet Island, Burundi, Cook Islands, Eritrea, Vietnam, Comoros, Fiji, Iran, Afghanistan, Cuba, Sudan, or any other country subject to international sanctions or other regulatory restrictions. The current list is available on the Website and may be updated from time to time.

1.3 If you provide a business identification number, tax registration number or similar information, or if you state that you are a legal entity, you will not be considered a Consumer for the purposes of these Terms.

1.4 You represent that at the time of execution of the Agreement you meet the eligibility criteria in this Clause 1. If you cease to meet the eligibility criteria following the conclusion of the Agreement, you must notify us immediately.

1.5 You may only access and use the Services in accordance with applicable law and these Terms. You agree to access the Services only from countries where the Services are available.

2. SERVICES ARE NOT REGULATED FINANCIAL SERVICES

2.1 None of the Services are subject to laws regulating the financial sector in the countries where we provide the Services. We are not regulated by any authority overseeing the financial sector. As a result, you will not receive regulatory protection associated with the financial sector with respect to the Services.

2.2 None of the Services constitute financial, investment, legal or tax advice or a recommendation to buy, sell or hold any financial product or virtual or simulated asset, or to engage in a particular investment strategy.

2.3 We do not give any guidance, instructions or information about how or in which manner you should perform simulated trades when using the Services, with the exception of Prohibited Trading Practices and Risk Management Rules (see Clause 9). No employee, staff member or representative of the Provider is authorized to provide investment advice. If any statement or information from the Provider is construed as investment advice, the Provider disclaims any liability.

2.4 You should obtain independent financial, legal or tax advice regarding your specific circumstances as appropriate.

3. ORDER OF SERVICES

3.1 You can make an Order after registering to create your user interface on the Website (the "Client Section"). During registration, login credentials for access to the Client Section will be created by filling out the registration form. These credentials will enable you to access further Services and you are responsible for their protection.

3.2 When completing an Order you select the applicable program, which may include Orion Zero, Orion Nova, Orion Standard, Orion Swing, Orion Select, any Orion Labs Experiment, or any other program or product made available by the Provider from time to time, together with the amount of simulated capital (the "Initial Simulated Capital") and any other available options (the "Options"). The Options determine the parameters applicable to the specific Order.

The specific parameters, Trading Objectives, Program Fee, drawdown limits, reward conditions, payout rules, trading restrictions and other applicable conditions for the selected Order shall be those displayed on the Website, including, where applicable, the Orion Labs page available at www.orionfunded.com/labs, and/or during the ordering process at the time the Order is submitted.

Once you select the applicable program and Options and submit the Order, you may not change them for that Order. More information on the available programs, Options and applicable conditions is available on the Website.

3.3 Data entered in the Order form can be reviewed and amended until you submit the Order. The Order is finalised and binding with payment obligation upon submission.

3.4 During the application process, you must provide all required information about yourself. All data which you provide to us must be complete, true, accurate, not misleading and up to date. We are under no obligation to verify the data you provide. You must immediately update such data in the Client Section to reflect any change. You represent that you have all rights and consents necessary to provide any data to us.

Number of Orders

3.5 You can place multiple Orders and each Order, once complete, constitutes a separate Agreement. You can have only one Client Section and all of the Services you order must be maintained in this Client Section.

3.6 We reserve the right to limit the total number of Orders you can make, including in aggregate where other clients connected to you are using the Services.

3.7 If, at our discretion and acting reasonably, we determine that you place an unusually large number of Orders, we may notify you through the Client Section as a protective precaution. If the behaviour continues after such notice, we reserve the right to suspend any further Orders. If we identify that such behaviour relates to Prohibited Trading Practices, we may take any of the respective actions set out in Clauses 9, 10, 14 and 16.

3.8 Unless we grant you an exception, the Initial Simulated Capital may not be transferred between products (individual Orders) or mutually combined. You may also not transfer or combine your performance, Service parameters, data, or any other information between products.

4. PAYMENT TERMS

4.1 The fee for each program (the "Program Fee") varies according to the program version and the Initial Simulated Capital you select. The Program Fee may be stated in EUR or USD, depending on the currency selected or displayed at checkout. If you select a payment currency other than EUR or USD, we will convert the amount according to a market exchange rate, and your payment total in your chosen currency will be displayed before you confirm the Order. You acknowledge and assume full responsibility for any exchange rate fluctuations and any fees charged by your financial institution.

4.2 If you are an entrepreneur (merchant), you are responsible for complying with all tax obligations related to the use of our Services. We have no responsibility for your personal or business tax liabilities.

4.3 Payment may be made by payment card, bank transfer or other payment methods available on the Website. If payment is made by payment card or another express payment method, payment is immediate. The fee is considered paid when the full amount is credited to the Provider's account. If you do not pay on time, we are entitled to cancel your Order. You are responsible for all fees charged by your payment service provider.

4.4 Except for Orion Nova and any Orion Labs Experiment for which different payment conditions are expressly specified, all standard programs use a single, transparent one-time fee with no split payments, and the full Program Fee is payable upon purchase. Orion Nova operates on a Pay After You Pass basis, as set out in Clause 7.2.2. Orion Labs Experiments may be subject to different payment structures or conditions as expressly displayed on the relevant Orion Labs Experiment page and/or during the applicable ordering process.

4.5 Clients will be entitled to a full refund of the initial Program Fee upon completing their fourth (4th) successful withdrawal (reward split) from their funded account, recognizing those who demonstrate consistency and sustained performance. This refund applies to the standard programs described in Clause 7.2. Orion Labs Experiments shall be subject to the refund conditions, if any, expressly specified for the applicable Experiment.

4.6 Discounts and other benefits may not be combined, unless we expressly stipulate otherwise.

4.7 Unless expressly agreed otherwise, once paid, you are not entitled to a refund of the Program Fee under any circumstances, except as provided in Clause 4.5 and Clause 15.

4.8 Acting reasonably, we are entitled to stop providing any of the Services to you and to refuse any future provision of Services if you lodge a complaint regarding the fee paid which we deem to be unjustifiable, or if you dispute the Program Fee with your bank or payment service provider (for example through chargeback services), on the basis of which a refund of the fee or any part thereof is requested.

5. CLIENT SECTION AND TRADING PLATFORM

5.1 Access to all Services will be through the Client Section, or by the provision of access to applications provided by us or third parties.

5.2 After we receive payment of the Program Fee, we will provide you with Trading Platform login credentials in the Client Section. You can have only one Client Section and all Services must be maintained within it.

5.3 Access to the Client Section and the Trading Platform is protected by login credentials which you must not share with any third party. If you are registered as a legal entity, you may allow members of top management or another body with the highest executive authority to access the Services through the Client Section.

5.4 You are responsible for all activities that are performed through the Client Section or Trading Platform using your credentials.

5.5 You must inform us if you use the same payment channel or payment component details (such as debit or credit card, external wallet or crypto address), or the same device (such as computer, mobile phone or tablet) for accessing the Services with any other user of our Services.

5.6 You may request cancellation of the Client Section at any time by sending an email to support@orionfunded.com. This request shall be considered a termination of all Agreements, resulting in you being no longer entitled to use the Services. In such a case, you are not entitled to any refund of any fees already paid.

5.7 The Services may be temporarily unavailable due to, among other things, maintenance, upgrades and other developments. You are obliged to regularly follow our updates regarding maintenances, holidays and other developments impacting trading hours and availability of the Services. We reserve the right to modify, suspend or remove access to the Trading Platform or any part of the Services at our sole discretion.

5.8 In order to use the Services, you must possess appropriate technical equipment and software, including third-party software, at your own risk and expense. We do not warrant or guarantee that the Services will be compatible with any specific equipment or software.

5.9 The operators of any third-party software, applications or programs which you use to access the Services are persons or entities distinct from us and such third parties' own terms and conditions will apply. We will have no responsibility or liability to you in connection with your use of any third-party software including the Trading Platform.

6. OUR SERVICES

6.1 The main purpose of our services is to provide you with a structured environment to develop and demonstrate your skills as a trader, as well as to evaluate your performance. For this purpose, after registration on the Website, you may access the Trading Platform on which you may perform simulated trading ("Simulated Trading") as described below.

6.2 Simulated Trading simulates trading on financial markets. Information and market data (price quotes) from real financial markets as provided by our liquidity providers is used in Simulated Trading only to reproduce market conditions. No actual trading is taking place and there is no execution of trades in financial markets.

6.3 You acknowledge that:

- Simulated Trading is purely fictional, meaning that the trades are simulated and not in real financial instruments;
- the amount shown as capital in your simulated account at any point is simulated in nature, does not represent any deposit of funds and has no monetary value;
- you will not be paid any remuneration or performance-based rewards based on the results of your Simulated Trading during the Evaluation Process; and
- any performance-based rewards payable under the Orion Trader Program (see Clause 8) are governed exclusively by the terms of that program and the agreement between you and the applicable third-party entity.

6.4 As part of the Services, you have access to the following, which may differ in scope depending on which program or phase you are in:

- Simulated Trading through the Trading Platform;
- analytical tools and educational materials;
- access to the Client Section; and
- other ancillary services through the Client Section or third-party applications.

6.5 We reserve the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without being obliged to pay you any compensation.

7. PROGRAMS AND EVALUATION

7.1 Program Overview

We provide the following programs, each constituting a version of the Orion Challenge:

- **Orion Zero** (Instant Funding): No evaluation required. Direct access to a funded account.
- **Orion Nova** (1-Step Evaluation): One evaluation phase. Orion Nova operates on a Pay After You Pass basis: the activation fee is payable only after the Customer successfully passes the evaluation.
- **Orion Standard** (2-Step Evaluation): Two evaluation phases. Available with Standard and Swing account types.
- **Orion Select** (3-Step Evaluation): Three evaluation phases.
- **Orion Labs:** An experimental product environment through which the Provider may make available limited, temporary or experimental simulated trading programs, products, account structures and features ("Orion Labs Experiments"). Each Orion Labs Experiment may have its own parameters, Trading Objectives, rules and conditions, as displayed at www.orionfunded.com/labs and/or during the applicable ordering process.

Passing an applicable Orion Challenge is a prerequisite to you applying for an Orion Trader Account and becoming a participant of the Orion Trader Program (see Clause 8 for more information).

7.2 Program Parameters

The following table summarizes the key parameters of each program.

Parameter	Orion Zero	Orion Nova	Orion Standard	Orion Swing	Orion Select
Type	Instant Funding	1-Step Evaluation	2-Step Evaluation	2-Step Evaluation (Swing)	3-Step Evaluation
Profit Target	None	4%	6% / 6%	8% / 5%	5% / 5% / 5%
Daily Loss Limit	3%	Eval: 4% Funded: 3%	3%	5%	5%
Maximum Drawdown	6%	Eval: 8% Funded: 5%	6%	8%	5%
Drawdown Type	Trailing Lock	Trailing Lock	Static	Static	Static
Min. Trading Days	0	Eval: 0 Funded: 0	Eval: 4 Funded: 0	Eval: 4 Funded: 0	Eval: 4 Funded: 0
Best Day Rule	20%	20% (funded)	None	None	None
Hold Overnight	Yes	Yes	Yes	Yes	Yes
Hold Weekend	Yes	Yes	Yes	Yes	Yes
Safety Cushion	3%	3%	No	No	No
Reward Split	80%	80%	80%	80%	80%
Leverage (up to)	FX: 1:100 Indices: 1:50 Metals: 1:30 Commodities: 1:3.3 Crypto: 1:1 Stocks: 1:1	FX: 1:100 Indices: 1:50 Metals: 1:30 Commodities: 1:3.3 Crypto: 1:1 Stocks: 1:1	FX: 1:100 Indices: 1:50 Metals: 1:30 Commodities: 1:3.3 Crypto: 1:1 Stocks: 1:1	FX: 1:30 Indices: 1:15 Metals: 1:9 Commodities: 1:3.3 Crypto: 1:1 Stocks: 1:1	FX: 1:30 Indices: 1:15 Metals: 1:9 Commodities: 1:3.3 Crypto: 1:1 Stocks: 1:1

Program Structures

7.2.1 Orion Zero (Instant Funding)

Orion Zero is an instant-funding program: the Customer receives a funded account immediately upon payment, with no evaluation phase. No profit target applies. The daily loss limit is 3%. The maximum drawdown is 6%, calculated on a Trailing Lock basis: the threshold follows the account balance and, upon the first approved payout, locks at the funded starting balance. No minimum number of trading days is required. A Best Day Rule of 20% applies, so that no single trading day may account for more than 20% of the total rewards in a payout cycle. The reward split is 80% in favour of the Customer, paid bi-weekly and subject to the payout lock. The first 3% of profit on the Funded Account is not eligible for a reward request; it acts as a buffer to prevent the daily loss limit from being triggered during reward processing. Holding positions overnight and over weekends is permitted. The full Program Fee is payable upfront and may be refunded in accordance with Clause 4.5.

7.2.2 Orion Nova (1-Step Evaluation)

Orion Nova consists of a single evaluation phase and operates on a Pay After You Pass basis. The profit target is 4%. The daily loss limit is 4% during the evaluation and 3% once funded. The maximum drawdown is 8% during the evaluation and 5% once funded, calculated on a Trailing Lock basis: the threshold follows the account balance and, upon the first approved payout, locks at the funded starting balance. No minimum number of trading days is required during the evaluation, and there is no time limit to complete it; no minimum number of trading days is required once funded. No Best Day Rule applies during the evaluation; a Best Day Rule of 20% applies once funded. The reward split is 80% in favour of the Customer, paid bi-weekly and subject to the payout lock. The first 3% of profit on the Funded Account is not eligible for a reward request; it acts as a buffer to prevent the daily loss limit from being triggered during reward processing. Holding positions overnight and over weekends is permitted. The program operates on a Pay After You Pass basis: a registration fee of EUR 7 / USD 7 is payable at sign-up to start the evaluation, and the activation fee is payable only after the evaluation is passed, within thirty (30) days; if it is not paid in time, the result and any associated offer expire and a new purchase or reset may be required. Identity verification (KYC) may be required before activation. The initial Program Fee may be refunded in accordance with Clause 4.5.

7.2.3 Orion Standard (2-Step Evaluation)

Orion Standard consists of two consecutive evaluation phases. The profit target is 6% in Phase 1 and 6% in Phase 2. The daily loss limit is 3%. The maximum drawdown is 6%, calculated on a static basis: it is fixed at the starting balance and does not adjust as the account gains. A minimum of four (4) trading days is required during the evaluation; no minimum number of trading days is required once funded. No Best Day Rule applies. The reward split is 80% in favour of the Customer, paid bi-weekly. No safety cushion applies. Holding positions overnight and over weekends is permitted. The full Program Fee is payable upfront and may be refunded in accordance with Clause 4.5.

7.2.4 Orion Swing (2-Step Evaluation – Swing Account)

Orion Swing is the swing-account version of Orion Standard and consists of two consecutive evaluation phases. The profit target is 8% in Phase 1 and 5% in Phase 2. The daily loss limit is 5%. The maximum drawdown is 8%, calculated on a static basis: it is fixed at the starting balance and does not adjust as the account gains. A minimum of four (4) trading days is required during the evaluation; no minimum number of trading days is required once funded. No Best Day Rule applies. The reward split is 80% in favour of the Customer, paid bi-weekly. No safety cushion applies. Holding positions overnight and over weekends is permitted. The full Program Fee is payable upfront and may be refunded in accordance with Clause 4.5.

7.2.5 Orion Select (3-Step Evaluation)

Orion Select consists of three consecutive evaluation phases. The profit target is 5% in Phase 1, 5% in Phase 2 and 5% in Phase 3. The daily loss limit is 5%. The maximum drawdown is 5%, calculated on a static basis: it is fixed at the starting balance and does not adjust as the account gains. A minimum of four (4) trading days is required during the evaluation; no minimum number of trading days is required once funded. No Best Day Rule applies. The reward split is 80% in favour of the Customer, paid bi-weekly. No safety cushion applies. Holding positions overnight and over weekends is permitted. The full Program Fee is payable upfront and may be refunded in accordance with Clause 4.5.

7.3 Activation

7.3.1 After paying the Program Fee, the Customer will receive Trading Platform login credentials at the email address provided or in the Client Section.

7.3.2 You activate each phase of the Orion Challenge by opening the first simulated trade on the Trading Platform. By opening the first simulated trade, you expressly request the Provider to start providing full services.

Notice to the Consumer: If you are a Consumer, this action implies the commencement of services before the expiry of the withdrawal period, which affects your right to withdraw from the Agreement, as explained in Clause 15.

7.4 Account Expiration Due to Inactivity

Accounts that have not executed any transactions within a period of 30 consecutive calendar days will be marked as expired and deactivated. The 30-day inactivity period is standard on all accounts and cannot be extended or altered. Traders whose accounts have expired may request a new account by contacting support. The Provider will determine at its sole discretion whether to issue a new account. No additional fees will be charged for issuing a replacement account.

7.5 Evaluation Success Criteria

In order to successfully pass each phase of the Orion Challenge, you must:

- fulfil all applicable Trading Objectives for the selected program;
- have opened at least one simulated trade on different calendar days when required;
- not have exceeded the applicable daily loss limit on any calendar day;
- not have exceeded the applicable maximum drawdown limit;
- have achieved the applicable profit target(s); and
- not have violated these Terms, in particular the Rules of Simulated Trading (see Clause 9) and the Prohibited Trading Practices (see Clause 10).

7.5.1 We have no obligation to evaluate a phase of the Orion Challenge if you have not closed all simulated trades and pending orders.

7.6 Successful Completion

Once we evaluate a phase as successful, we will either make the next phase available to you by providing Trading Platform credentials, or, if there is no next phase, we will recommend you as a candidate for the Orion Trader Program. This does not guarantee your acceptance into the Orion Trader Program.

7.7 Failure in the Evaluation

If any of the conditions under Clause 7.5 is breached, we will evaluate the phase, and therefore the whole Orion Challenge, as unsuccessful. In such cases, the account and the Services will be cancelled without refund.

7.8 Drawdown and Risk Management

7.8.1 Calculation of the Maximum Daily Drawdown

The Maximum Daily Drawdown is calculated as a percentage of the account balance, equal to the daily loss limit specified for the relevant program, and is not a fixed monetary amount. It is measured against the greater of the previous day's closing balance or the previous day's closing equity, as applicable, and is recalculated at the start of each trading day by reference to that applicable balance or equity.

7.8.2 Types of Drawdown

- **Static Drawdown:** The maximum drawdown is calculated as a fixed percentage of the account's starting balance and remains anchored to that starting balance; it does not adjust as earnings accumulate. Applicable to Orion Standard/Swing and Orion Select.
- **Trailing Lock (Payout Lock):** The trailing maximum drawdown follows the account's highest balance, adjusting upward as the account gains. Upon the first approved payout, the drawdown level locks at the funded starting balance and no longer moves thereafter. Applicable to Orion Nova and Orion Zero.

7.9 Reward Split Terms

7.9.1 Unless otherwise expressly specified for an Orion Labs Experiment, the standard programs described in Clause 7.2 provide an 80% performance-based reward split for funded accounts that comply with all applicable rules. Orion Labs Experiments may provide different reward splits, reward structures or related conditions as expressly displayed for the applicable Experiment.

7.9.2 Failure to comply with drawdown limits or breach of any rule may result in suspension or disqualification of the account and forfeiture of any pending rewards.

7.9.3 Detailed conditions and Trading Objectives are available at www.orionfunded.com/#trading-objectives.

7.10 Payout Terms

7.10.1 Payout Schedule: Unless otherwise expressly specified for an Orion Labs Experiment, the standard programs described in Clause 7.2 process performance-based reward payouts on a bi-weekly (every 14 calendar days) schedule, with no initial waiting period before the first payout request. Orion Labs Experiments may have different payout schedules, eligibility periods, payout limits or other payout conditions as expressly displayed for the applicable Experiment.

7.10.2 Payout Speed Guarantee: If an approved payout that has been duly requested by the Customer is not processed within forty-eight (48) hours from the time of approval, the Customer shall be entitled, upon request, to receive one hundred percent (100%) of the applicable reward split in addition to a full refund of the purchase price of the respective program. This guarantee applies to the standard programs described in Clause 7.2. For Orion Labs Experiments, the applicability and conditions of any payout processing guarantee shall be as expressly specified for the applicable Experiment. The forty-eight (48) hour period excludes, and shall be suspended during, any period of delay caused by weekends, public holidays, bank or banking-system maintenance, payment provider or payment processor delays, cryptocurrency network delays, compliance, risk, fraud or source-of-funds reviews, incorrect or incomplete payment details provided by the Customer, and any other delay outside Orion's reasonable control. This guarantee does not apply to the extent that any such circumstance causes or contributes to the delay.

7.10.3 The Provider reserves the right to review payout requests to ensure compliance with all applicable rules and these Terms before processing.

7.11 Scaling Plan

7.11.1 Eligibility: The Scaling Plan is available to traders with funded accounts from Orion Zero, Orion Nova, Orion Standard, Orion Swing, and Orion Select.

7.11.2 Requirements: To qualify for scaling, traders must achieve a 15% return in a rolling 3-month period, with at least 2 out of every 3 months ending in positive return, and complete at least 3 withdrawals during the period.

7.11.3 Scaling Mechanics: Upon meeting the criteria, the account balance will be increased by 25% and the reward split adjusted to 90/10. Subsequent scaling cycles continue in 25% increments up to a maximum of USD 4,000,000 in allocated capital.

7.11.4 Failure to Qualify: Traders who do not meet all requirements will not be eligible for scaling during that cycle. Scaling is reviewed every 3 months.

7.12 Maximum Capital Allocation

The total active capital allocated to any single Customer may not exceed USD 400,000 at any time. For the purposes of this Clause, “active capital” means the aggregate account size of all of the Customer’s active funded accounts together with all of the Customer’s active evaluation accounts, whether held under the same or different programs and whether held directly or indirectly. This limit applies to the Customer’s total exposure across Orion and not to any individual account. Where a Customer’s combined active capital would exceed USD 400,000, Orion may decline to open, may suspend, or may close one or more accounts, or may require the Customer to reduce their active capital, in order to bring the Customer within this limit. This limit is separate from, and applies in addition to, the maximum allocated capital available under the Scaling Plan set out in Clause 7.11. The Scaling Plan, and any allocation of capital under it (including any capital exceeding the limit set out in this Clause), is subject to a separate agreement between the Customer and the Provider (or, where applicable, the relevant third-party entity). The terms of that separate agreement shall govern and prevail in respect of such scaled capital.

7.13 Orion Labs

7.13.1 Orion Labs

Orion Labs is an experimental product environment operated by the Provider through which the Provider may introduce, test and make available limited, temporary or experimental simulated trading programs, products, account structures and features (each an “Orion Labs Experiment”).

Orion Labs Experiments are made available through the Orion Labs section of the Website at www.orionfunded.com/labs and/or through the applicable ordering process.

7.13.2 Experiment-Specific Conditions

Each Orion Labs Experiment may have its own structure and conditions, including, without limitation, Initial Simulated Capital, Program Fee, profit targets, Trading Objectives, daily loss limits, maximum drawdown, drawdown methodology, minimum trading days, consistency or best-day requirements, reward split, payout conditions, payout limits, safety cushions or buffers, leverage, trading restrictions, news trading conditions, holding conditions, availability, duration, account limits and eligibility requirements.

The specific conditions applicable to an Orion Labs Experiment shall be those displayed on the relevant Orion Labs Experiment page at www.orionfunded.com/labs and/or during the applicable ordering process before the Customer submits the Order.

By submitting an Order for an Orion Labs Experiment, the Customer expressly acknowledges and agrees to the experiment-specific conditions displayed at the time of the Order. Such conditions shall form an integral part of the Agreement together with these Terms.

7.13.3 Experimental Nature

The Customer acknowledges and agrees that Orion Labs Experiments are experimental in nature and may differ materially from the Provider's standard programs.

An Orion Labs Experiment may be offered for a limited period, in a limited quantity, to a limited number of Customers or accounts, in selected jurisdictions, or subject to any other availability or eligibility criteria determined by the Provider.

The Provider does not guarantee that any Orion Labs Experiment will remain available, be repeated, become a permanent product, or be offered again under the same or similar conditions.

7.13.4 Introduction, Modification and Discontinuation of Experiments

The Provider may introduce, modify, suspend, discontinue or replace any Orion Labs Experiment at any time.

Unless expressly stated otherwise, changes to the commercial or trading conditions of an Orion Labs Experiment shall apply prospectively to Orders submitted after such changes take effect and shall not alter the conditions applicable to an Order already submitted by a Customer.

Notwithstanding the foregoing, the Provider may make changes affecting existing Orion Labs Orders where such changes are required by applicable law, regulation or a competent authority, are necessary to address fraud, abuse, technical defects, platform integrity or material risk-management concerns, or are favourable to the Customer. Where applicable, such changes shall be communicated in accordance with these Terms.

7.13.5 Relationship with These Terms

All Orion Labs Experiments remain subject to these Terms, including, without limitation, the eligibility requirements, payment provisions, Rules of Simulated Trading, Prohibited Trading Practices, suspension and termination provisions, confidentiality obligations and all other generally applicable provisions.

In the event of a conflict between these Terms and the specific conditions expressly displayed for an Orion Labs Experiment, the experiment-specific conditions shall prevail solely with respect to the commercial, trading and operational parameters specifically applicable to that Orion Labs Experiment. In all other respects, these Terms shall continue to apply.

7.13.6 Limited Availability

The Provider may establish limits on the number of Orders, accounts, Customers, purchases, geographic regions, purchase periods or total availability of any Orion Labs Experiment.

The Provider may close or withdraw an Orion Labs Experiment once any applicable limit has been reached or at any other time before an Order has been successfully submitted. The availability of an Orion Labs Experiment at any particular time does not guarantee its continued availability.

8. ORION TRADER PROGRAM

8.1 If you successfully complete the Evaluation Process, we will inform the applicable third-party entity which may offer you a contract to participate in the Orion Trader Program, whereby you gain access to the Orion Trader Account and may receive a performance-based reward for the data you generate in your Orion Trader Account. The offer may be time-limited. Successfully completing the Evaluation Process does not guarantee your acceptance into the Orion Trader Program. We are not responsible for you not being admitted for any reason.

8.2 The terms, conditions, and agreement between you and the third-party company are solely between you and that company. ORION GLOBAL FZCO is in no way involved in the agreement of the Orion Trader Program. You acknowledge and agree that your personal data will be shared with the third-party company so that they may consider offering you such a contract.

8.3 Your status as an individual, entrepreneur or legal entity will be determined based on the option selected during your first purchase. You may only request a change of status after successfully passing the evaluation and receiving a reward payout, but before starting a new trading cycle.

8.4 Contract Signing Process:

- Upon successful completion of the Trading Objectives in the evaluation phase, the Orion Identity section in your Dashboard will be unlocked.
- You will then submit your personal or company details along with supporting documents, which will be reviewed by the compliance team.
- For individual traders, verification typically takes less than 1 business day. For companies, up to 3 business days.
- Once KYC or KYB verification is complete, the Orion Funded Account Agreement will be available for electronic signature in your Dashboard.

8.5 Orion Identity Types:

- **Individual:** Valid government-issued identity document and proof of address (issued within 3 months).
- **Entrepreneur:** Government-issued identity document, proof of address, and company registration data including registration number and VAT number (if applicable).
- **Legal Entity:** Company registration documents and ownership structure identifying shareholders with more than 25% ownership.

The Provider does not enter into contracts with non-profit organizations, trusts or companies that are partially or wholly owned by such entities.

8.6 KYC Verification Period: After passing the evaluation phase, traders must complete KYC verification within 30 calendar days. Failure to comply will result in invalidation of the evaluation account and ineligibility for a funded account. Traders who do not complete KYC within 30 days may contact support to request that the evaluation process be restarted.

9. RULES OF SIMULATED TRADING

9.1 During Simulated Trading, you may perform simulated trades unless these constitute Prohibited Trading Practices (see Clause 10). In addition, you must follow good market practice and market standard risk management rules for trading in financial markets set out in this Clause 9 (the “Risk Management Rules”). These rules ensure that your simulated trades are replicable with the same or highly similar execution conditions in typical market behaviour and are not designed to circumvent, or ‘game’, our offering.

9.2 Personal Use

You agree that the Services are for your personal use only and that only you personally can access the Services and perform simulated trades. This means that you will not, in particular:

- allow access to Simulated Trading on any of your accounts or data related thereto by any third party, nor engage or cooperate with any third party to have such third party perform simulated trades for you or in coordination with you;
- access accounts of any other person, perform simulated trades on behalf of any other person, or perform any account management or similar services on behalf of any other person; and
- share access to the Services, including the Trading Platform, with employees, friends, or family members, except, if you are a legal entity, with members of top management or another body with the highest executive authority.

Sharing or allowing others to trade on your behalf constitutes a Prohibited Trading Practice.

9.3 Risk Management Rules

9.3.1 A fundamental aspect of our mission is to evaluate traders and enhance their skills to cultivate responsible trading habits. We retain the discretion to implement any measures we consider appropriate to prevent activities we deem analogous to gambling, unsafe for the continuation of the business, or misaligned with our mission and values.

9.3.2 When using the Services you must abide by market standard risk management rules. These are defined by us at our discretion, acting reasonably, to ensure that activity is not designed to circumvent our rules and amounts to genuine Simulated Trading strategies. Market standard risk management rules include, as an example, avoiding:

- opening substantially larger position sizes compared to your other simulated trades;
- opening substantially larger or smaller numbers of positions compared to your other simulated trades; and
- undertaking repeated simulated trading activity that results in disproportionate risk exposure, thereby exposing your simulated account to cumulative exposure in a specific symbol or correlated symbols.

9.3.3 Risk Management Recommendation: While the Provider recommends traders keep risk below 1% per trading idea as responsible risk management, this is guidance and not a hard breach rule. The overall drawdown limits provide account-level protection.

10. PROHIBITED TRADING PRACTICES

10.1 You must not engage in any Simulated Trading which involves Prohibited Trading Practices. We reserve the right to determine, at our own discretion, whether certain simulated trades, practices, strategies, or situations qualify as a Prohibited Trading Practice. We may update the list of Prohibited Trading Practices from time to time.

10.2 Prohibited Activities

The following activities are prohibited during Simulated Trading:

- **Exploiting Errors:** Traders are strictly prohibited from identifying, exploiting or taking advantage of any errors, anomalies or technical malfunctions of the trading system, including but not limited to price discrepancies, execution delays, order mismatches, slippage irregularities, server malfunctions, data latency or any other inadvertent system behavior that results in an unfair trading advantage. Any attempt to benefit from such errors shall constitute a material breach and may result in immediate cancellation of affected trades, forfeiture of rewards, account suspension, or termination of trading privileges.
- **External Data Sources:** Using external or slow data sources to gain an unfair advantage is prohibited.

- **Market Manipulation:** Engaging in practices such as placing opposite positions in connected accounts or manipulating market behavior is strictly prohibited.
- **Violation of Terms:** Any operation that contradicts the terms of the Trading Platform or the Provider's policies.
- **Use of Manipulative Software:** The use of automated systems, ultra-fast trading software or mass data entry programs that may manipulate or abuse the system is not permitted.
- **Gap Trading:** Initiating, executing or maintaining any trade or order in anticipation of, immediately prior to, during or immediately after the occurrence of a market gap is strictly prohibited. This includes opening positions immediately prior to high-impact economic announcements, as well as placing or holding trades designed to capitalize on price fluctuations from market openings following weekends, holidays or trading halts.
- **Excessive Leverage:** Engaging in trading practices involving excessive use of leverage, disproportionate exposure relative to account equity, or unilateral concentration of risk. The Provider reserves the right to assess whether a trader's actions constitute overleveraging and may take corrective action.

10.3 Specific Prohibited Trading Practices

10.3.1 Copy Trading and Trade Mirroring

Copy trading or trade mirroring is permitted between accounts owned by the same individual. The use of external copy-trading services or third-party tools to replicate trades between accounts is strictly prohibited. Any attempt to copy trades between accounts belonging to different holders, or through external platforms, shall be considered a Prohibited Trading Practice.

10.3.2 Martingale Strategies

The use of martingale strategies, which consist of increasing the size of positions after a loss with the objective of recovering previous losses through a single winning trade, is prohibited. This type of trading involves exponential and unsustainable risk. Accounts using this technique may be disqualified or deactivated, and their rewards partially or totally nullified.

10.3.3 Latency Arbitrage

Taking advantage of execution delays (latency arbitrage) to secure risk-free gains or using technical failures to manipulate the system is considered market manipulation and will lead to immediate prohibition.

10.3.4 Hedging Between Accounts

Hedging across multiple accounts is prohibited. Opposing trades on different accounts, or simultaneously buying and selling the same asset across accounts, is strictly prohibited. Hedging within the same account is permitted as long as it does not constitute market manipulation.

10.3.5 Grid Trading

The use of grid trading strategies is expressly prohibited at any stage. The opening of four or more simultaneous positions in the same asset shall be considered a direct indication of grid trading. Any account using this type of strategy will be disqualified.

10.3.6 "Gambling" Behavior

Trading without a clear and structured strategy, relying on chance or engaging in gambling-type behavior is strictly prohibited. This includes opening and closing trades consecutively without technical justification, or executing multiple impulsive trades in a short period without risk management or defined criteria. We retain the discretion to implement measures we consider appropriate to prevent activities we deem analogous to gambling.

10.3.7 Account Carryover and Excessive Account Purchases

Purchasing multiple evaluation accounts with the intent to pass the evaluation based on luck or chance, rather than skill, is prohibited. This violates the integrity of the evaluation process.

10.3.8 Account and Device Sharing

Sharing Orion Funded accounts or trading on the same device with other traders, including friends or family members, is prohibited and leads to account termination.

10.3.9 Expert Advisors and Automated Trading

The use of Expert Advisors (EAs) and other automated tools is permitted solely for risk-management and operational-management purposes. Permitted functions include, without limitation, the management of stop loss, take profit, break-even, trailing stop and partial close orders, per-trade risk control, lot and position-size control, drawdown protection, and exposure management.

The following are strictly prohibited: third-party EAs; bots, scripts or any software operated or managed by a third party; signal replication; automated copy trading; high-frequency trading (HFT); tick scalping; latency arbitrage; server spamming; excessive order requests; execution abuse; and any automation that generates trading signals, replicates trades, trades on behalf of the Customer, or otherwise creates an unfair advantage. The Provider may at any time request a written explanation, logs, or other evidence demonstrating how an EA or automated tool operates, and the Customer must provide such evidence upon request. Where an EA or automated tool operates as a signal generator or as an autonomous trading system, or is otherwise used in breach of this Clause, it shall be deemed a Prohibited Trading Practice.

10.3.10 One-Sided Betting

Directional trading is not in itself prohibited. However, one-sided betting is prohibited, being any pattern of trading in which the Customer concentrates risk in a disproportionate manner on a single direction, idea, event, symbol or trade. The following, without limitation, may constitute one-sided betting: gambling-style, all-in or oversized positions taken without reasonable risk management or that depend on a single outcome; disproportionate cumulative exposure to the same symbol or to correlated symbols; excessive use of margin; positions that are disproportionate relative to the account balance or equity; and any pattern that seeks to exploit the evaluation or funded model rather than to demonstrate a sustainable trading strategy. Conduct falling within this Clause shall be deemed a Prohibited Trading Practice.

10.4 Leverage and Commission Conditions by Asset

The following sets out the overall maximum (“up to”) leverage and the commission structure applicable to each type of financial instrument. These are general maximums; the leverage available for a specific program may be lower, as set out in the program parameters in Clause 7.2, in which case the lower program-specific limit applies to that program:

Asset	Maximum Leverage	Commission
Forex	1:100	4 USD per lot
Indices	1:50	No commission
Metals	1:30	4 USD per lot
Commodities	1:3.3	4 USD per lot
Stocks	1:1	No commission
Cryptocurrencies	1:1	No commission

The Provider reserves the right to modify the leverage conditions or commissions by asset at any time, upon prior notice through the Client Section or official communication channels.

10.5 Consequences of Prohibited Trading Practices

10.5.1 If, acting reasonably, we determine that you have engaged in Simulated Trading which involves Prohibited Trading Practices or breach of the Risk Management Rules, we may, at our sole discretion:

- consider it a failure to meet the Trading Objectives;
- cancel, consolidate or reclassify one or more of your simulated trades, or remove any transactions that violate the Rules of Simulated Trading from your trading history;
- immediately cancel all Services provided to you, including access to the Client Section and the Trading Platform, and terminate any Agreements with immediate effect;
- inform the applicable third-party entity who may take applicable steps in respect of any Orion Trader Accounts you may have, including cancellation of accounts or rewards thereunder;
- reduce the offered leverage on any or all of your accounts;
- enforce limitations on the volume of any specific symbol or asset class; and
- introduce any other additional measures we deem necessary, advisable or adequate to ensure your Simulated Trading activity reflects long-term sustainability.

10.5.2 We will endeavour to notify you of any action we take. However, we are not required to notify you before taking such action.

10.5.3 If Prohibited Trading Practices are executed on one or more of your accounts, or accounts of various related customers, or by combining trading through evaluation and funded accounts, we are entitled to cancel all Services and terminate all Agreements relating to all accounts you have, with immediate effect.

10.5.4 We are not obliged to provide you with any compensation if we take any action against you in accordance with this Clause 10. You are also not entitled to any refund of the Program Fee. In addition, we may adopt measures to prevent you from using our services in the future.

11. NEWS TRADING POLICY

11.1 News Trading During Evaluation Phases

No Restrictions: During all evaluation phases across all programs (Orion Nova, Orion Standard, and Orion Select), news trading is fully unrestricted. Traders are free to conduct trades related to scheduled high-impact news events. These evaluation-phase freedoms relate to the timing of individual trades around news events; using news trading as a strategy remains prohibited at all times under Clause 11.6.

11.2 News Trading on Funded Accounts

Once you move to a funded account, the following restrictions apply based on program type:

- **Orion Nova, Orion Standard and Orion Select:** A restricted time slot of 2 minutes before and 2 minutes after any scheduled high-impact news event applies. During this period, opening new trades, closing existing trades, modifying trades, and placing stop orders are prohibited.
- **Orion Standard (Swing Account):** News trading is fully permitted with no restrictions.
- **Orion Zero:** News trading is permitted at all times. However, trades opened or closed within 5 minutes before or after a scheduled high-impact news event will be subject to a 50% reward split instead of the standard 80% split.

11.3 Consequences of Violations During the Restricted Period

Where a trade is opened or closed during a restricted high-impact period, the Provider may adjust, deduct or void the profit associated with that trade, or apply the penalty corresponding to the relevant program model (such as a reduced reward split), as set out in Clause 11.2. These are program-specific timing restrictions on individual trades and depend on the applicable model. They are separate from the complete prohibition on using news trading as a strategy, which is set out in Clause 11.6. Repeated or serious breaches may be treated as a material breach and result in the permanent deactivation of the funded account. All enforcement actions are applied at the Provider's sole discretion and may be implemented without prior notice.

11.4 Maintaining Existing Trades

Trades opened before the restricted time slot may remain open during the restricted period. However, any modifications made to these trades during the restricted period will be subject to review.

11.5 Definition of High-Impact News

"High-Impact News" refers to major economic, financial, or geopolitical announcements that may have a significant influence on the market, including but not limited to events classified as high impact on ForexFactory.com's economic calendar and/or in the Economic Calendar section of the Orion Dashboard.

11.6 Prohibited News Strategies

Using news trading as a strategy is completely prohibited across all programs and phases, including evaluation phases. This includes any trading strategy explicitly designed to capitalize on news volatility, such as directional trading based on anticipated news, the use of option-style strategies around news events, and systematically executing trades just before or after news releases to benefit from volatility. This prohibition is separate from, and applies in addition to, the program-specific timing restrictions in Clause 11.2 and the consequences set out in Clause 11.3.

12. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

12.1 All Content is subject to legal protection pursuant to copyright laws and other regulations and is our or our licensor's property. We grant you a limited, non-exclusive, non-transferable, non-assignable and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with these Terms. The Content is not sold or otherwise transferred to you. Any misuse of our or our licensor's property will result in termination of the Agreement.

12.2 All trademarks, logos, trade names and other designations are our property or our licensor's property, and we do not grant you any authorization to use them.

12.3 Both you and we undertake to act in accordance with the principles of fair dealing in the performance of the Agreement and in mutual negotiations and, in particular, not to damage each other's reputation and legitimate interests. You and we will work in good faith to resolve any possible disagreements or disputes.

12.4 Except for the rights expressly set out in these Terms, we do not grant you any other rights relating to the Services and the Content.

12.5 When accessing the Services and the Content you agree that you will not:

- use any tools that may adversely affect the operation of the Website or the Services;
- circumvent geographical restrictions of availability or any other technical restrictions;
- make copies or back-ups of the Website or the Content;
- reverse-engineer, decompile, disassemble or otherwise modify the Website or the Content;
- sell, rent, lend, license, distribute, reproduce, or use the Services otherwise than as expressly permitted;
- use automated means to view, display or collect information available through the Website; or
- use any other tools or means the use of which could cause any damage to us.

13. DISCLAIMER AND INDEMNIFICATION

13.1 The Services, the Website and the Content are provided “as is” and we hereby disclaim, to the fullest extent permitted by law, any statutory, contractual, express and implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose or non-infringement of any rights. We do not provide any guarantee that the Services, including the Trading Platform and the Website, will meet your requirements, be compatible with any software, accurate, complete, free of errors or fully accessible at all times.

13.2 To the fullest extent permitted by law, we are not responsible for:

- any harm, including any direct, indirect or consequential damage, including lost income, loss of data, personal or other non-monetary harm, or property damage caused as a result of use of the Services;
- our failure to provide the Services if that failure occurs due to technical or operational reasons beyond our control, force majeure events (including any crisis, natural disaster, war, insurrection, pandemic, or threat to a large number of people), or obligations imposed by law or a decision of a court or public authority;
- any products, services, applications or other third-party content that you use in connection with the Services;
- the Trading Platform and any information displayed on the Trading Platform, all of which is provided by a third party, or for any interruptions, delays or inaccuracies in the market data; and
- trading or other investment activities performed by you outside of your relationship with us, for example by using data from the Client Section, Trading Platform, or otherwise related to the Services in real trading on financial markets.

13.3 Financial markets are subject to frequent and abrupt changes. Trading in the financial markets is risky and may result in significant financial losses. The Provider does not guarantee that the performance of demonstration trades is an indicator of future success. Past performance and results achieved during Simulated Trading are not indicative of future results in real trading environments.

13.4 In case our liability is inferred in connection with the operation of the Website or provision of the Services by a court or any other competent authority, such liability shall be limited to the amount corresponding to the Program Fee paid by the Customer for the Services in connection with which the Customer has suffered the loss.

13.5 Indemnification. You shall indemnify, hold harmless, and, at our option, defend us from and against any and all losses, damages, liabilities and costs (including reasonable attorneys’ fees) resulting from any third-party claim, suit, action or proceeding that the Services or the Website, or any use thereof, infringes or misappropriates such third party’s intellectual property or other proprietary rights, and any claims based on your (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by these Terms; (iii) use of the Services in combination with data, software, hardware or technology not provided or authorized by us; or (iv) modifications to the Services not made by us. This indemnification obligation shall survive the termination of the Agreement.

14. BREACH OF THESE TERMS

14.1 We may prevent you from ordering further Services and restrict your access to existing Services, including to the Client Section and the Trading Platform, without any prior notice, if you breach any provision of these Terms. If you breach Clause 1 (Eligible Customers), 3.4, 9 (Rules of Simulated Trading), 10 (Prohibited Trading Practices) or Clause 12 (Use of the Website) or act in a manner that may damage our reputation, including after termination of the Agreement, we will terminate one or more Agreements and you will lose access to the Services. In addition, we may adopt measures to prevent you from using our services in the future.

14.2 We are not obliged to provide you with any compensation in the cases set out in Clause 14.1.

15. RIGHT TO WITHDRAW FROM THE AGREEMENT

15.1 If you are a Consumer, you have the right to withdraw from the Agreement without giving any reason within fourteen (14) calendar days of its execution. However, you may not withdraw from the Agreement after you start using the Service purchased under the respective Order. Therefore, your withdrawal right applies only before you open your first simulated trade on the Trading Platform. When you open the first simulated trade during the fourteen (14) calendar-day period, you express your consent that the Services are to be provided in full and you will lose your right to withdraw.

15.2 Your withdrawal must be sent to support@orionfunded.com within the specified time limit. We will confirm receipt without undue delay. We will refund the Program Fee no later than thirty (30) calendar days after withdrawal, in the same manner in which you made the payment.

15.3 The Provider shall be entitled to withdraw from the Agreement in the event of any breach by the Customer specified in Clause 14.

16. DURATION AND TERMINATION OF THE AGREEMENT

16.1 The Agreement is concluded for a definite period until the Orion Challenge is successfully passed or failed in accordance with Clause 7.

16.2 The Agreement terminates automatically and with immediate effect:

- if you reject a Modification as set out in Clause 18;
- upon your death or, in case of legal entities, a filing for bankruptcy, winding-up, dissolution or liquidation;
- if your registration on the Website is duplicative; or
- if the Customer does not open at least one simulated trade during a period of 30 consecutive calendar days.

16.3 We may terminate the Agreement with immediate effect:

- if you do not meet the eligibility criteria set out in Clause 1;
- if you do not pay the Program Fee as set out in Clause 4;
- due to your inactivity as set out in Clause 7.4;
- if you breach the rules regarding personal use of the Services set out in Clause 9.2;
- if you engage in Prohibited Trading Practices as set out in Clauses 10 and 11;
- if we determine, acting reasonably, that providing Services would adversely affect our ability to comply with our legal obligations or orders of any court, tribunal or public authority;
- as a result of your breach of these Terms as set out in Clause 14; or
- as a result of a change to these Terms as set out in Clause 18.

16.4 Either party may terminate the Agreement without cause by serving written notice at least seven (7) calendar days in advance on the other party in accordance with Clause 23.

16.5 If the Agreement is terminated, all Services provided under such Agreement are terminated.

16.6 Notwithstanding any other provision of these Terms, the following Clauses will survive the termination of the Agreement: 12 (Use of the Website, Services and Other Content), 13 (Disclaimer and Indemnification), 19 (Confidentiality), 20 (Non-Disparagement), 22 (Governing Law and Jurisdiction), and the Provider's access to Simulated Trading information.

16.7 We are not obliged to provide you with any compensation if we exercise our rights set out in this Clause 16.

17. DEFECTIVE PERFORMANCE AND COMPLAINTS

17.1 If you encounter any technical issue or defect of the Services you agree to report them to us at your earliest convenience at support@orionfunded.com with the account identified and a description of the issue including the date and time. If you proceed to perform new simulated trades after observing a technical issue without receiving a response from our team, you may be deemed fully responsible for the outcome of such simulated trades.

17.2 If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. You may request that we remedy the defect or provide a reasonable discount. If the defect cannot be remedied, you can withdraw from the affected Agreement or claim a reasonable discount.

17.3 We will try to resolve any complaint as soon as possible, no later than within thirty (30) calendar days, and will confirm receipt and resolution in writing. You can file a complaint by sending an email to support@orionfunded.com.

18. CHANGES TO THESE TERMS

18.1 We may amend these Terms in the future (each such amendment a “Modification”). We will send you a notice of any Modification at least seven (7) calendar days before the change takes effect, via the Client Section or by email. Your continued use of the Services will constitute acceptance of the Modification. If you do not agree with the Modification, you are entitled to reject it by email no later than the last business day before such changes take effect. Upon receipt of such rejection, all Agreements will be automatically terminated.

18.2 If the Modification offers you a new service or additional functionalities or is solely to your advantage, we can inform you less than seven (7) calendar days before the effective date, but no later than the day before its effectiveness.

18.3 We may amend these Terms to, among other things: introduce new services or products; reflect legal or regulatory requirements; make these Terms easier to understand; adjust the way Services are provided due to technological developments; or reflect changes in the cost of offering the Services.

19. CONFIDENTIALITY

19.1 For the purposes of these Terms, “Confidential Information” means any and all non-public information relating to the Provider, its affiliates, its business or its Customers that is disclosed to or obtained by the Customer in connection with the Services, in any form and whether or not marked as confidential. Confidential Information includes, without limitation: emails, support tickets, chat and messaging conversations, telephone and video calls and any recordings or transcripts thereof; screenshots; risk reviews and payout reviews; audit findings; internal decisions and the reasoning behind them; settlement discussions and the terms of any settlement; warnings and notices; the criteria and methodology applied to approve or reject evaluations, payouts, accounts or requests; and any communications with the Provider’s support, risk, compliance, technical, legal or operations teams.

19.2 The Customer shall: (a) keep all Confidential Information strictly confidential; (b) not disclose, publish, post, share or otherwise make available any Confidential Information to any third party, including on social media, public forums, messaging groups or review platforms, without the Provider’s prior written consent; (c) use Confidential Information solely for the purpose of receiving and using the Services; and (d) take reasonable measures to protect Confidential Information against unauthorized access, use or disclosure.

19.3 The obligations in this Clause do not apply to information that: (a) is or becomes publicly available other than as a result of a breach of these Terms by the Customer; or (b) is required to be disclosed by law, regulation or a competent authority, provided that the Customer, to the extent legally permitted, notifies the Provider in advance and discloses only the minimum information required.

19.4 The obligations in this Clause shall apply during the term of the Agreement and shall continue to apply after its termination, without limitation in time.

19.5 The Customer acknowledges that any breach of this Clause may cause the Provider serious and irreparable harm. In the event of a breach, the Provider may, at its sole discretion and without prior notice, suspend or terminate any or all Agreements and accounts, withhold or void payouts, and pursue any other remedy available at law, in addition to the consequences set out elsewhere in these Terms and in the Funded Agreement.

20. NON-DISPARAGEMENT

20.1 The Customer shall not make, publish or disseminate, whether directly or indirectly and whether by the Customer or by any person acting on the Customer's behalf, any statement or content that is false, misleading, defamatory, malicious or made in bad faith concerning the Provider, its affiliates, or their respective directors, officers, employees, agents, products or services. Prohibited conduct includes, without limitation: review bombing or the posting of mass or repeated negative reviews; participating in or organizing coordinated campaigns intended to harm the Provider; personal attacks against the Provider's employees or representatives; publishing communications, decisions or other material out of context in a misleading manner; and contacting partners, payment providers, brokers, liquidity providers or other third parties with the intention of harming the Provider's reputation or commercial relationships.

20.2 Nothing in this Clause prevents the Customer from making truthful, accurate and good-faith statements, from leaving a genuine and fair review of their own experience, from raising a legitimate complaint through the channels set out in these Terms, or from making any disclosure required by law or to a competent authority, including any genuine, good-faith communication with a regulator.

20.3 Any breach of this Clause may be treated by the Provider as a material breach of these Terms. In such event, the Provider may, at its sole discretion and without prior notice, suspend or terminate any or all Agreements and accounts, withhold or void payouts, and pursue any other remedy available at law. This Clause shall continue to apply after termination of the Agreement and applies in addition to any equivalent obligations set out in the Funded Agreement.

21. DEFINITIONS

In these Terms, the following terms have the meaning set out below:

- **"Agreement"** means the contract between you and us which is concluded when we confirm your Order.
- **"Client Section"** means the user interface located on the Website. Also referred to as the "User Area".
- **"Consumer"** means any natural person who is acting for purposes which are outside their trade, business, craft, or profession.
- **"Content"** means the Website and all the Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Services.
- **"Customer"** means the user of the Services.
- **"Forbidden Trading Practices" / "Prohibited Trading Practices"** means trading practices, strategies or situations which are strictly forbidden while using our Services and which are detailed in Clause 10.
- **"Initial Simulated Capital"** means a simulated amount that you have chosen when selecting the Options and which you will use to perform Simulated Trading.
- **"Modification"** means our right to modify, change, replace, add, or remove any elements and functions of the Services by amendment to these Terms as set out in Clause 18.
- **"Options"** means the options you select when completing the Order as set out in Clause 3.2.

- **“Order”** means an order of Services which you make on the Website by completing and submitting the relevant form.
- **“Orion Challenge”** means any simulated trading evaluation or funded program offered by the Provider under Clause 7, including Orion Zero, Orion Nova, Orion Standard/Swing, Orion Select and, where applicable, Orion Labs Experiments.
- **“Orion Trader Account”** means a trading account related to the Orion Trader Program provided by a third-party entity.
- **“Orion Labs”** means the experimental product environment operated by the Provider through which limited, temporary or experimental simulated trading programs, products, account structures or features may be offered through www.orionfunded.com/labs.
- **“Orion Labs Experiment”** means any individual experimental simulated trading program, product, account structure, feature or offer made available through Orion Labs, subject to the specific conditions displayed on the Website and/or during the applicable ordering process.
- **“Orion Trader Program”** means the program offered by a third-party entity whereby you gain access to the Orion Trader Account and may receive a performance-based reward for the data you generate.
- **“Program Fee”** means the fee for the selected program which varies according to the Options.
- **“Provider”** means ORION GLOBAL FZCO.
- **“Restricted Jurisdictions”** means the countries where we do not provide the Services and from which we do not accept citizens or residents as customers, as set out in Clause 1.2 and on the Website.
- **“Risk Management Rules”** means good market standard rules and practices for trading on financial markets set out in Clause 9.
- **“Risk per Trade Idea”** means the total exposure in a specific symbol (or correlated symbols) on your account during a given moment or within a specific time period, measured as a percentage of the Initial Simulated Capital, whereas the associated risk is determined by the maximum drawdown of realised or unrealised loss of the positions linked to the same trade idea.
- **“Services”** means our services which we enable you to access through the Website and which are described in these Terms.
- **“Simulated Trading”** means activity that simulates trading on financial markets you perform on the Trading Platform, in which information and market data from real financial markets is used only to reproduce market conditions. No actual trading is taking place and there is no execution of trades in financial markets. Also referred to as ‘demo trading’.
- **“Trading Objectives”** means the requirements that we set and that you must meet before you can advance from one phase to the next or from the evaluation to the Orion Trader Program. They are set out on the Website and may be updated from time to time.
- **“Trading Platform”** means an electronic interface provided by a third party on which the Client performs Simulated Trading.
- **“Website”** means the website www.orionfunded.com.

Expressions and abbreviations:

- **“Calendar day”:** the period from midnight to midnight of the time currently prevailing in the United Arab Emirates.
- **“Seed capital”:** a notional amount that the Customer has chosen when selecting the program and which the Client will use for Simulated Trading.
- **“EUR”** means Euro; “USD” means United States Dollar; “GBP” means British Pound Sterling.

If we use a currency in these Terms, the equivalent in a different currency applies as well.

22. GOVERNING LAW AND JURISDICTION

22.1 The Agreement, including these Terms, and any Services provided thereunder and any non-contractual obligations arising under the Agreement are governed by the laws of the United Arab Emirates.

22.2 Any dispute that may arise in connection with these Terms and/or related agreements shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates, according to the registered office of the Provider.

22.3 The provisions of this Clause 22 do not deprive Consumers of the protection afforded to them under mandatory laws of the United Arab Emirates or any other applicable jurisdiction.

23. COMMUNICATION AND NOTICES

23.1 We will generally communicate with you, and give you notices in connection with the provision of the Services, electronically via the Client Section or to the email address which you have registered with us. Such communication is considered written communication and delivered when sent to your registered email address or added to the Client Section. You are responsible for ensuring that your email address is accessible for receiving communications from us.

23.2 Our contact email address is support@orionfunded.com and our contact address is Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates.

24. GENERAL PROVISIONS

24.1 The Provider has not adopted any consumer code of conduct.

24.2 The Agreement is concluded in the English language. By entering into the Agreement, you confirm that you understand the English language and agree to communicate with us in English for all purposes arising under the Agreement.

24.3 The Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement between you and us with respect to the subject matter and supersedes all prior and contemporaneous understandings, agreements and representations, both written and oral. In the event of a conflict between the wording of the main text of these Terms and any document referred to in these Terms, the main text shall prevail.

24.4 You agree that we may assign or transfer the Agreement, any part thereof or any individual obligations or rights to a third party. We may also agree with a third party on any assumption of our obligations under the Agreement at any time and at our sole discretion. You may not transfer the Agreement or any part thereof to a third party without our prior written consent.

24.5 If at any time any provision of the Agreement is or becomes void, illegal, invalid or unenforceable, it will not affect the validity and enforceability of the remaining provisions. Any such void, invalid or unenforceable provision will be replaced by a provision which best achieves the commercial effect intended and is valid, effective and enforceable.

24.6 In no event shall we be liable for any failure or delay in performing our obligations under the Agreement if and to the extent such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, flood, fire, earthquake, war, terrorism, invasion, riot, strikes, or passage of a law or action taken by a governmental authority.

24.7 No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject-matter of the performance, which is not expressly referred to in the Agreement, will be applied and no rights and obligations will be derived from them.

24.8 No failure to exercise, or any delay in exercising, on our part, any right under the Agreement will operate as a waiver, nor will any single or partial exercise of any right prevent any further exercise of any other right.

24.9 Prior to the conclusion of the Agreement and acceptance of these Terms, both parties have carefully assessed the possible risks arising from them and accept those risks.

24.10 The annexes to these Terms shall form an integral part of the Terms. In the event of any conflict between the wording of the main text and any annexes, the main text shall prevail.

If you have any questions about these Terms, please contact support@orionfunded.com.