

TERMS AND CONDITIONS - TECHNOLOGY ACCESS AND TRADER ASSESSMENT PROGRAM

1. WHEN DO THESE TERMS APPLY

These Terms and Conditions (**Terms**) are agreed between you and **Lionheart Funding Program, a product of Godlove Group Pty Ltd (Reg. No.: 2020/6795460/07)** (the Company) and set out the terms and conditions that apply to your **Account** and your use of the **Services** (including under an **Assessment Program** or as a **Funded Trader**, or ancillary services associated with either or both).

These Terms are effective immediately upon successful registration of your Account and continue until terminated or you stop using the Services in accordance with **Clause 18**. By registering your Account and using the Services, you expressly acknowledge and agree that you have **read, understood, and agree to be bound by these Terms**.

2. WHAT YOU ARE SIGNING UP FOR

2.1 Assessment of Trading Skill

(a) By establishing an **Account** and paying the **Access Fee**, you are agreeing to have your trading skills **assessed** by the Company in a **proprietary demonstration environment** developed by the Company and against the **Assessment Criteria** corresponding to your chosen **Assessment Program**.

(b) You will be provided with access to the **Trading Platform**, which you will use to conduct your **Trades** for assessment by the Company against the **Assessment Criteria**.

2.2 Funded Trader

(a) If your trading skills are sufficiently proficient and you satisfy the **Assessment Criteria**, the Company may offer you a role as a **Funded Trader** (which you may accept or decline). **There is no guarantee** that you will be offered such a role, irrespective of whether you satisfy the relevant **Assessment Criteria**.

(b) As a **Funded Trader**, the Company will allocate you a **Bankroll** (corresponding to your **Assessment Program**) from which you will conduct **Trades** with the aim of making a **Notional Net Profit** for each **Trading Period**.

(c) If you satisfy the **Funded Trader Criteria** for a given **Trading Period**, you will receive a **Trader Payment** for that period.

(d) If you do not meet the **Funded Trader Criteria** for a given **Trading Period**, you will **not** receive a **Trader Payment** for that period.

(e) As a **Funded Trader**, you will not be required to make any payment of money to either **fund your allocated Bankroll** or **cover negative monetary positions** of your Trades. Your **Bankroll and monetary positions are representative only** and are not **live amounts or positions**.

2.3 Trades are Representative Only

All your **Trades** will be placed on the **Trading Platform**, which is strictly a **demonstration-only environment** and not a **live** platform. The **Trading Platform** may use real data from a live trading environment, but such data will be **representative only**, and your Trades will **not** be placed in a **live** trading environment. This applies to the **Trades** you place as part of your chosen **Assessment Program** and as a **Funded Trader**.

3. PRELIMINARY MATTERS

3.1 Amendments to These Terms

The Company may **vary these Terms at any time**, including to ensure compliance with **legal and regulatory requirements**, to protect its systems, processes, and other users' **Services** (including other **Funded Traders**), and to otherwise ensure that the **delivery of Services** continues in a **commercially reasonable and sustainable way**.

Where such changes **materially affect the Services or their delivery**, you will be **notified in writing** before the changes are implemented or as soon as practicable after they are implemented.

3.2 Defined Terms

- **Access Fee** - The upfront fee payable by you to the Company to receive the **Services**, relevant to your selected **Assessment Program** as prescribed in the **Schedule of Assessment Programs & Fees**.
- **Account** - An account created by you, or on your behalf, to use **Services** offered by the Company.
- **Assessment Criteria** - The relevant criteria corresponding to each **Assessment Program**, detailed in the **Schedule of Assessment Programs & Fees**, determining whether a person has **sufficient proficiency in Trading**.
- **Assessment Program** - A program detailed in the **Schedule of Assessment Programs & Fees**, selected as part of establishing your **Account**.
- **Bankroll** - The representative dollar value allocated if you become a **Funded Trader**, used to construct and place **representative Trades**.

- **Funded Trader** - A person who accepts the Company's offer to become an **independent contractor** to construct and place theoretical **Trades** using representative real-time data on the **Trading Platform**.

(Additional defined terms remain consistent with the document.)

4. RESIDENCY ACKNOWLEDGEMENT & DISCLAIMER

You acknowledge, warrant, and agree that you are **not**, and will not at any time during your use of the **Services**, be a **citizen or resident (permanent or otherwise) of a Restricted Territory**.

By purchasing any products, you agree that **all the information provided is true and accurate**. You explicitly agree that **any monies paid are not refundable if you breach this Clause**.

(Additional clauses continue in the same structured format, with **key headings bolded and highlighted**, ensuring readability and clarity.)