cTrader Creator Programme Terms and Conditions

1. Introduction and Acceptance

1.1 These cTrader Creator Programme Terms and Conditions (the **"Terms"**) govern the participation in the cTrader Creator Programme (the **"Programme"**), including any open call, campaign or other initiative conducted as part of the Programme.

1.2 The Programme is launched by **cTrader Ltd**, a company incorporated in the Republic of Cyprus, with registration number HE 263204 and its affiliated entities (hereinafter collectively "**cTrader**").

1.3 These Terms apply to any individual who submits content for consideration under the Programme (the **"Creator"**, **"you"** or **"your"**).

1.4 By submitting Content through the applicable Programme submission form and selecting the required confirmation indicating your acceptance of these Terms, you confirm that you have read, understood and agree to be legally bound by these Terms.

1.5 If you do not agree to these Terms, you must not submit Content or participate in the Programme.

1.6 For the purposes of these Terms, **"Content"** means any video, description, text, image, screenshot, recording, material or other content submitted by you or otherwise created or provided by you in connection with the Programme.

2. The Programme

2.1 The Programme provides Creators with an opportunity to create and submit original Content relating to the cTrader Platform (the "**Platform**"), the AI functionalities and tools which are available on the Platform. In case the Content is approved, it will be featured on the cTrader YouTube Channel: https://www.youtube.com/@cTrader .

2.2 The requirements, conditions and other information applicable to the Programme, including any eligibility criteria, submission requirements, technical requirements and other applicable conditions, are set out in these Terms.

2.3 Where any information necessary for the participation in or administration of the Programme is not set out in these Terms, such information may be communicated separately to the Creator by cTrader through the relevant announcement, submission form, email or other appropriate means.

2.4 Submission of Content does not guarantee:

a. approval of the Content;

b. publication of the Content;
c. participation in a collaboration with cTrader;
d. promotion or presentation of the Content by cTrader;
e. any particular number of views, subscribers, audience growth, revenue or other results; or
f. any future paid or unpaid collaboration with cTrader.

3. Eligibility

3.1 To participate in the Programme, you must:
a. be at least eighteen (18) years old;
b. have the legal capacity and authority to enter into these Terms;
c. have an active YouTube channel with at least 1,000 (one thousand) subscribers;
d. create content about AI, AI agents, LLMs, coding, technology, trading or related topics;
e. be the owner of the Content submitted or otherwise have all rights and permissions necessary to submit, use and publish the Content in accordance with these Terms; and
f. comply with applicable laws, regulations and these Terms.

3.2 The Content must be submitted by 30 September, 2026. Content submitted after this date will not be considered for participation in the Programme.

4 Submission and Review of Content

4.1 You can submit Content for consideration through the submission process specified by cTrader.

4.2 By submitting the Content, you acknowledge that cTrader may review the Content and any accompanying information for the purposes of evaluating whether the Content is suitable for the Programme.

4.3 cTrader may, at its sole discretion:
a. request changes, corrections or further information in relation to the Content;
b. approve or reject the Content;
c. postpone or cancel the publication of Content;
d. decide not to proceed with a proposed collaboration; or
e. discontinue a collaboration in accordance with these Terms.

4.4 cTrader is under no obligation to approve, publish, promote or otherwise use any submitted Content.

4.5 Unless and until cTrader confirms that Content has been approved, you must not represent that the Content has been approved, endorsed, sponsored or otherwise authorised by cTrader.

5 Approved Collaborations and Publication

5.1 Where cTrader approves Content for publication as part of the Programme, the relevant video can be published by you through your own YouTube channel using YouTube's collaboration functionality with cTrader or through another publication arrangement agreed with cTrader.

5.2 You acknowledge and agree that:

a. you remain the uploader and publisher of the approved Content on your YouTube channel;
b. subject to YouTube's applicable terms and conditions, you retain any YouTube revenue generated in connection with the approved Content; and
c. cTrader does not guarantee that the Content will generate any particular revenue, views, subscribers or audience growth.

5.3 You must not publish an approved collaboration before the agreed publication date or change the approved Content before or after publication without cTrader's prior approval.

6 No-Fee Collaboration

6.1 Participation in the Programme is conducted on a voluntary, mutual and no-fee basis.

6.2 Neither party shall be entitled to payment, compensation, reimbursement or any other financial consideration from the other in connection with the Programme.

6.3 You are solely responsible for all costs and expenses incurred by you in connection with creating, producing, submitting or publishing Content.

6.4 Nothing in these Terms prevents cTrader and a Creator from entering into a separate written agreement concerning a paid or other form of collaboration.

6.5 Participation in the Programme does not create any expectation or entitlement to a future paid, unpaid, commercial or other collaboration with cTrader.

7 Creator Responsibilities and Warranties

7.1 By submitting Content or participating in the Programme, you represent and warrant that:

a. you are the owner of the Content or have all necessary rights, licences, permissions and consents to submit, use and publish the Content;
b. the Content and its use in accordance with these Terms do not infringe or violate any copyright, trademark, privacy, publicity, intellectual property or other rights of any third party;
c. you have the legal right and authority to enter into these Terms;

d. all information provided by you in connection with the Programme is accurate, complete and not misleading;
e. the Content does not contain any unlawful, misleading, deceptive, defamatory, offensive or otherwise inappropriate material;
f. the Content complies with all applicable laws, regulations and platform rules, including YouTube's applicable terms and conditions;
g. the Content does not amount to financial or investment advice;
h. you will make clear that any opinions, statements or views expressed by you in the Content are your own, unless otherwise expressly approved by cTrader;
i. you will not represent yourself as an employee, agent, representative or authorised spokesperson of cTrader.

7.2 You must promptly notify cTrader if you become aware of any actual or suspected infringement, legal claim, regulatory issue or other matter that may affect the Content or the rights granted to cTrader under these Terms.

8 Ownership

8.1 Subject to the rights granted under these Terms, you retain ownership of your original Content.

8.2 By submitting Content for consideration under the Programme, you grant cTrader a limited, non-exclusive, worldwide, royalty-free licence to reproduce, access, review, display and otherwise use the submitted Content solely to the extent reasonably necessary to:
a. review and evaluate the submission;
b. promote the Programme and the relevant collaboration;
c. publish the Content using YouTube’s collaboration feature, which will be available both on your YouTube channel and the cTrader YouTube channel.
d. create shorts and other short-form videos or excerpts from the original video for use in connection with the Programme and in coordination with the Creator.
e. use the Content, shorts, short-form videos or excerpts when presenting the Creator's participation in the Programme as a previous Creator Program collaboration.

9 Intellectual Property

9.1 All intellectual property rights relating to cTrader, including its name, logos, trademarks, software, websites, documentation and other materials provided or made available by cTrader shall remain the property of cTrader.

9.2 You may use cTrader's name, trademarks and other materials solely to the extent necessary to create and publish approved Content or as otherwise expressly authorised by cTrader.

10 Removal and Discontinuation

10.1 You acknowledge that cTrader may request the correction, modification or removal of Content where cTrader reasonably considers that such action is necessary due to:

a. a legal or regulatory issue;
b. an alleged or actual copyright, intellectual property or other third-party rights issue;
c. a factual inaccuracy or misleading statement;
d. a breach of these Terms; or
e. any other material issue that may affect cTrader, the Programme or the approved collaboration.

10.2 If you remove an approved collaboration video or if the collaboration is otherwise discontinued, cTrader will not continue to present the video as an active Programme collaboration.

10.3 The discontinuation or removal of a collaboration does not affect:

a. the ownership of Content;
b. any rights and obligations which by their nature are intended to survive termination or discontinuation.

11 No Employment or Agency Relationship

11.1 Nothing in these Terms creates an employment, agency, partnership, joint venture, fiduciary or other similar relationship between you and cTrader.

11.2 You participate in the Programme as an independent creator.

11.3 You have no authority to enter into any agreement, make any representation or incur any obligation on behalf of cTrader.

12 Indemnity

12.1 You agree to indemnify and hold harmless cTrader, its affiliates and their respective directors, officers, employees and representatives from and against any third-party claims, losses, liabilities, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with:

a. your breach of these Terms;
b. your infringement or alleged infringement of any third-party rights by the Content; or
c. any unlawful act caused by you.

13 Personal Data

13.1 cTrader may collect and process personal data relating to you in connection with the Programme, including:

a. your name;
b. email address;

c. YouTube channel and other information provided by you in connection with your submission;
d. the Content and other submission materials;
e. communications between you and cTrader;
f. your acceptance of these Terms.

13.2 cTrader will process your personal data for purposes including:
a. receiving and reviewing your submission;
b. communicating with you regarding the Programme;
c. determining your eligibility and suitability for participation;
d. administering and operating the Programme;
e. managing approved collaborations;
f. maintaining records relating to your acceptance of these Terms; and
g. complying with applicable legal obligations and protecting cTrader's legal rights.

13.3 Where consent is required by applicable law for a particular processing activity, cTrader will request such consent separately where appropriate.

14 Term and Termination

14.1 These Terms apply from the moment you accept them and remain applicable for as long as you participate in the Programme or have an active collaboration with cTrader.

14.2 cTrader may suspend or terminate your participation in the Programme or discontinue a collaboration at any time where:
a. you breach these Terms or the applicable Programme Requirements;
b. the Content creates or may create a legal, regulatory or material reputational risk to cTrader;
c. cTrader reasonably considers that continuation of the collaboration is inappropriate; or
d. the relevant Programme or open call is discontinued.

14.3 Termination or discontinuation of participation does not affect rights and obligations accrued before the date of termination.

15 Changes to the Programme and Terms

15.1 cTrader may modify, suspend or discontinue the Programme, an open call or any part of the Programme where reasonably necessary.

16 General provisions

16.1 These Terms govern your participation in the Programme and shall be read in conjunction with the announcement for the Programme which is available here: creator.ctrader.com. Any additional terms expressly agreed between you and cTrader in writing in connection with a specific collaboration shall apply in addition to these Terms and, in the event of any conflict, shall prevail to the extent of the relevant specific collaboration.

16.2 A failure or delay by either party to exercise any right under these Terms does not constitute a waiver of that right.

16.3 If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

16.4 You may not assign or transfer your rights or obligations under these Terms without cTrader's prior written consent.

16.5 These Terms and any obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

16.6 The courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

16.7 If you have questions regarding these Terms or the Programme, please contact: marketing@spotware.com .