

Terms of Service

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Daycano is a trade name of K&L Rock Simulations s.r.o., ID No. 300 34 221, Jičínská 226/17, Žižkov, 130 00 Prague 3, Czech Republic. All trading takes place in a simulated environment; rewards are paid according to the programme rules.

These Terms of Service are the master agreement governing your relationship with Daycano. They incorporate by reference the Policies listed in Section 3. Where a provision of these Terms or any Policy conflicts with mandatory consumer protection law that applies to you, that law prevails.

1. Scope and Conclusion of the Contract

1.1 These Terms of Service ("Terms") govern your use of <https://daycano.com>, its subdomains, dashboards and interfaces (the "Website"), and your purchase and use of any simulated trading evaluation programme and related services offered under the Daycano brand (the "Services").

1.2 You accept these Terms when you create an account. A contract for a specific Programme is concluded when you complete your order by clicking the button labelled "Order with obligation to pay" (or its equivalent in your selected language) and we confirm receipt of your order by email. Before you place an order, the Website shows you the Programme selected, its total price including all taxes and fees, and these Terms and the Policies.

1.3 After the contract is concluded, we will send you a confirmation by email, attaching these Terms, the Withdrawal Notice and the Model Withdrawal Form, and recording any request you made under Section 8.3. This email is your copy of the contract on a durable medium.

1.4 If you accept these Terms on behalf of a company or other legal entity, you confirm that you are authorised to bind it, and Section 15 applies.

2. Identification of the Provider

2.1 The Services are provided by K&L Rock Simulations s.r.o., ID No. 300 34 221, with its registered office at Jičínská 226/17, Žižkov, 130 00 Prague 3, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 456224 ("Daycano", "we", "us" or the "Provider"). Contact: admin@daycano.com.

2.2 The simulated trading platform made available as part of the Services is licensed to us by our technology provider, [LEVERATE ENTITY DETAILS – TBD] ("Leverate"). Payment processing is provided by third-party payment service providers identified at checkout. These providers act on our behalf only. Daycano remains your sole contractual counterparty under these Terms.

2.3 Charges may appear on your bank or card statement under a billing descriptor that differs from "Daycano". A different descriptor alone does not make a charge unauthorised.

2.4 Before initiating a chargeback or payment dispute, we ask that you first contact admin@daycano.com so that we can try to resolve the matter. This does not limit any right you have under applicable law or under the rules of your payment provider. See Refund Policy, Section 6.

3. Incorporated Policies and Precedence

3.1 The following documents (the "Policies") form part of the contract between you and us:

- (a) Refund Policy – daycano.com/en/refund-policy;
- (b) Withdrawal Notice and Model Withdrawal Form – daycano.com/en/withdrawal;
- (c) Legal Notice – daycano.com/en/disclaimer;
- (d) Restricted Countries List – daycano.com/en/restricted-countries;
- (e) Privacy Policy – daycano.com/en/privacy;
- (f) Cookie Policy – daycano.com/en/cookies;
- (g) AML/KYC Policy – daycano.com/en/aml-kyc;
- (h) the Challenge Rules applicable to your Programme – daycano.com/en/challenge-rules;
- (i) the Price List – daycano.com/en/pricing; and
- (j) any Trader / Independent Contractor Agreement you enter into under Section 9.

3.2 The version of each Policy that applies to your Programme is the version published on the date you place your order, subject to Section 13. Earlier versions are archived and available on request and at the legal documents page of the Website.

3.3 If the main text of these Terms conflicts with a Policy, these Terms prevail, unless the Policy expressly provides otherwise for a specific matter. Where a Policy is more favourable to you as a consumer, the more favourable provision applies.

3.4 Our Help Center at daycano.com/en/help is provided for information only, except for the Challenge Rules published in it, which form part of the contract under Section 3.1(h). The rest of the Help Center does not form part of these Terms or any Policy and does not create rights or obligations beyond them. If it is inconsistent with these Terms or a Policy, these Terms or the Policy govern.

4. Definitions

"Programme" – a simulated trading evaluation programme offered by Daycano, consisting of a 2-Step or 1-Step Challenge and its Phases, as described in the applicable Challenge Rules.

"Programme Fee" – the one-time fee for access to a Programme, as stated in the Price List.

"Simulated Trading" – trading activity carried out exclusively in a simulated demo environment using virtual funds, as described in the Legal Notice.

"Funded Account" – a simulated account made available after successful completion of a Programme or awarded as a tournament prize under the Challenge Rules, Section 10.4, on which a Performance Reward may become payable. A Funded Account holds no real funds and involves no live trading.

"Performance Reward" – the contractual reward for simulated trading performance on a Funded Account, calculated under the applicable Challenge Rules and the Trader / Independent Contractor Agreement.

"Prohibited Trading Practices" – the trading strategies and behaviours listed as prohibited in the applicable Challenge Rules.

"Restricted Jurisdiction" – a jurisdiction listed in the Restricted Countries List.

"Free Challenge Account" and "Tournament Account" – simulated accounts provided free of charge, as defined in the Challenge Rules, Section 10.

"Consumer" – a natural person who enters into the contract outside the scope of their business or profession.

5. Eligibility, Sanctions, and Restricted Jurisdictions

5.1 You must be at least 18 years old, or the age of majority in your jurisdiction if higher, to use the Services.

5.2 Daycano does not offer the Services to, and will not accept registrations from, persons who are nationals, citizens or residents of, are incorporated or established in, or are physically located in, any Restricted Jurisdiction, or who are subject to applicable sanctions. United States persons, as defined in the Restricted Countries List, are excluded.

5.3 You confirm on a continuing basis that the statements in Section 5.1 and 5.2 are true. Using a VPN, proxy service, false declaration or any other method to conceal your true location, residence or nationality in order to access the Services from a Restricted Jurisdiction is a material breach of these Terms and is dealt with under the Restricted Countries List, Section 3.4, and the Refund Policy, Section 5(f).

6. Programme Fee, Payment, and Access

6.1 The Programme Fee is a one-time fee for access to a simulated trading evaluation service. It is not a deposit, an investment, or a payment for the allocation of capital. Daycano does not accept client funds for trading or investment purposes. See the Legal Notice.

6.2 Prices are stated in the Price List and at checkout, inclusive of any applicable VAT. The price shown at checkout when you place your order is final for that order. Discount codes apply under the conditions published with them and can be used only at checkout.

6.3 Payment is made in advance by one of the payment methods offered at checkout. We do not charge any fee for the use of a particular payment method beyond the costs we incur for it.

6.4 Access credentials for your Programme account are delivered to your account dashboard and registered email address without undue delay after payment is confirmed, normally within 24 hours. If you do not receive them within that time, please contact us.

6.5 Free Challenge Accounts and Tournament Accounts are provided free of charge under the Challenge Rules, Section 10, and, for a tournament, its published tournament terms. These Terms apply to them, except the provisions on the Programme Fee, refunds and withdrawal.

6.6 Refunds of the Programme Fee are governed by the Refund Policy and, for Consumers, by Section 8 of these Terms.

6.7 Where the Challenge Rules provide for a refund of the Programme Fee together with the first Performance Reward payout, the refund equals the price you actually paid for the Challenge, after any discount and excluding surcharges for add-ons, and never exceeds that amount.

7. Prohibited Trading Practices and Enforcement

7.1 You must not engage in any Prohibited Trading Practice. The applicable list and the consequences of each breach are set out in the Challenge Rules for your Programme.

7.2 Daycano assesses, acting reasonably and on the basis of objective account data, whether a trade, strategy or pattern of activity is a Prohibited Trading Practice. Where it is, Daycano may: (a) void the relevant simulated trades; (b) suspend or terminate the account; and/or (c) refuse progression to a Funded Account or forfeit any unpaid Performance Reward, as set out in the Challenge Rules, Section 6. We will tell you the reason for any such measure and you may appeal under Section 18.2.

7.3 Termination under this Section is termination for breach under Section 12.

8. Right of Withdrawal (Consumers)

8.1 If you are a Consumer, you have the right to withdraw from the contract for a Programme within 14 days of its conclusion, without giving any reason, subject to Section 8.3. Full information is given in the Withdrawal Notice.

8.2 You may withdraw by: (a) using the "Withdraw from contract" function in your account dashboard, which remains available throughout the withdrawal period; (b) sending the Model Withdrawal Form; or (c) sending any other clear statement of your decision to admin@daycano.com. We will confirm receipt of your withdrawal on a durable medium without undue delay.

8.3 We make your Programme account available before the withdrawal period ends only if you expressly ask for this at checkout. If you then withdraw, you pay a proportionate part of the price corresponding to the extent of the Services provided up to the moment you informed us of your withdrawal, compared with the full scope of the Services. Your right of withdrawal ends once the Services have been provided in full. The Services are provided in full when your Challenge ends, either because you have passed it or because a loss limit or another condition ending the Challenge under the Challenge Rules has been reached.

8.4 If you have not opened any simulated position on your Programme account, we refund the Programme Fee in full on a request made within 14 days of concluding the contract, without any deduction under Section 8.3. Details are set out in the Refund Policy, Section 3.

8.5 If you withdraw, or are refunded under Section 8.4, we will refund all payments received from you without undue delay and in any event within 14 days, using the same payment method you used, unless you expressly agree otherwise. You will not incur any fee for the refund.

8.6 This Section does not apply to business customers (Section 15).

9. Identity Verification and Independent Contractor Status

9.1 Identity verification (KYC) is not required to purchase a Programme or to trade on an evaluation account. It must be completed once before the first Performance Reward is paid and, for a Funded Account awarded as a tournament prize, before that account is allocated, in accordance with the AML/KYC Policy and the Challenge Rules.

9.2 Before a Funded Account is activated, you will be asked to enter into a Trader / Independent Contractor Agreement. In respect of a Funded Account you act as an independent contractor and not as an employee, partner, agent or investor of Daycano. A Performance Reward is a contractual payment for your performance in the simulated evaluation and is paid without tax withheld at source unless the law requires otherwise. You are responsible for your own tax obligations.

10. Intellectual Property

10.1 The Website and all content, trademarks and branding associated with Daycano are owned by or licensed to Daycano. The trading platform and its software are the intellectual property of Leverate or its licensors and are made available to you under licence; your use of the platform is also subject to any end-user terms presented to you within it.

10.2 Daycano grants you a limited, non-exclusive, non-transferable licence to use the Services for your own personal evaluation for the duration of your account. You must not copy, reverse-engineer, resell, sublicense or create derivative works from the Services or the platform.

11. Limitation of Liability

11.1 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for harm to life or health, for damage caused intentionally or by gross negligence, or for fraud.

11.2 Subject to Section 11.1, Daycano's total liability arising out of or in connection with these Terms is limited to the total Programme Fees paid by you in the 12 months preceding the event giving rise to the claim, and Daycano is not liable for loss of profit, loss of opportunity or other indirect loss. Simulated results have no monetary value outside the Performance Reward structure, and a loss of simulated balance is not a loss for the purposes of this Section.

11.3 Daycano is not liable for a failure or delay in providing the Services caused by an event beyond its reasonable control, such as an outage of a third-party provider, a cyber incident, a natural disaster, war, a pandemic, a decision of a public authority or applicable sanctions. We will inform you without undue delay and restore the Services as soon as reasonably possible.

11.4 This Section does not limit any statutory right you have as a Consumer under mandatory consumer protection law.

12. Termination

12.1 You may close your account at any time by contacting admin@daycano.com. Closing your account does not entitle you to a refund of a Programme Fee already paid, except under Section 8 or the Refund Policy.

12.2 Daycano may suspend or terminate your account with immediate effect if: (a) you materially breach these Terms or a Policy; (b) you engage in a Prohibited Trading Practice; (c) you fail to complete identity verification under the AML/KYC Policy when it is required; (d) you are or become connected to a Restricted Jurisdiction; or (e) we are required to do so by law or by a competent authority. We will notify you of the reason, unless the law prohibits it.

12.3 Termination under Section 12.2 does not entitle you to a refund of the Programme Fee. Any unpaid Performance Reward is forfeited as set out in the Challenge Rules, Section 6, except where applicable law requires otherwise. Performance Rewards already paid are not affected.

12.4 Sections 9, 10, 11 and 14 survive termination.

13. Amendments

13.1 We may amend these Terms or a Policy for valid reasons, in particular changes in law, regulatory guidance, requirements of our payment or technology providers, or changes to the Services. We will notify you of any material amendment by email and in your dashboard at least 14 days before it takes effect.

13.2 The Challenge Rules in force on the day you purchase a Programme apply to it for its entire lifetime, and changes to them apply only to Programmes purchased after the change is published. The only exception is a change required by legislation, by a decision of a public authority or by a change on the side of the trading platform provider; we publish such a change with its date and reason and do not use it to tighten the parameters of your account retroactively.

13.3 If a change under Section 13.2, or an amendment to these Terms or a Policy, makes the conditions of your existing account worse, you may close the account within 30 days of the notice. We then refund the price you paid for the Programme if no Performance Reward has yet been paid on the account, and pay any Performance Reward that had already become payable.

14. Governing Law and Dispute Resolution

14.1 These Terms are governed by the laws of the Czech Republic. If you are a Consumer, this choice of law does not deprive you of the protection of mandatory provisions of the law of your country of habitual residence.

14.2 Disputes are subject to the jurisdiction of the courts of the Czech Republic. If you are a Consumer, you may also bring proceedings in the courts of your country of domicile, and we may bring proceedings against you only there.

14.3 We aim to resolve any complaint amicably. Please contact admin@daycano.com first; this does not limit your right to go to court or to an out-of-court dispute resolution body.

14.4 If you are a Consumer, you may refer a dispute that we have not resolved to the Czech Trade Inspection Authority (Česká obchodní inspekce), Štěpánská 567/15, 120 00 Prague 2, www.coi.cz, as the competent body for out-of-court resolution of consumer disputes. Consumers resident in another EU Member State may also seek assistance from the European Consumer Centre in their country.

15. Business Customers

If you order the Services in connection with your business activity, including by providing a company registration or VAT number, you are treated as a business customer. Sections 8 and 14.2 (second sentence) and other provisions expressed to apply to Consumers do not apply to you, without prejudice to any right that cannot be excluded by law.

16. Communications

Official communication from Daycano takes place through the Website, your account dashboard or your registered email address, in English or, for support, in the language you use with us (Section 19).

Communication through Discord, Telegram, social media or other unofficial channels is not binding on Daycano.

17. Entire Agreement, Assignment, Severability, and Notices

These Terms, together with the Policies, constitute the entire agreement between you and Daycano regarding the Services. Daycano may assign its rights and obligations to an affiliate or successor entity, provided that this does not reduce the protection you enjoy under these Terms and we notify you in advance; you may close your account under Section 13.2 if you do not agree. You may not assign your rights or obligations without our prior written consent. If any provision is invalid or unenforceable, the remaining provisions remain in force. Official notices to you are sent to your registered email address; notices to us should be sent to admin@daycano.com.

18. Conformity of the Services and Complaints

18.1 Daycano is responsible for supplying the Services in conformity with the contract, including access to the Programme account and the platform in the condition described in the Challenge Rules, throughout the term of your account. Your statutory rights in respect of a lack of conformity of digital content or a digital service apply.

18.2 We notify you of any measure under Section 7 or 12 in writing, with reasons, within 5 business days. You may appeal within 14 days of the notice by writing to admin@daycano.com, and we decide on the appeal within 30 days. If you believe the Services are not in conformity, please send a complaint to admin@daycano.com describing the issue, your account number and the remedy you request; we confirm receipt without undue delay and resolve the complaint within 30 days, unless we agree a longer period with you. The 14-day appeal period does not limit your statutory rights in respect of a lack of conformity.

18.3 Remedies for a lack of conformity include bringing the Services into conformity, a proportionate price reduction or, where the lack of conformity is not minor, withdrawal from the contract, in accordance with applicable law.

18.4 The prices, timestamps and account values recorded by the trading platform are the primary reference point for evaluating your account and any dispute. This does not prevent you from providing other evidence, which we will assess.

18.5 The outcome of your simulated trading, including a breach of a Challenge Rule caused by your own trading decisions, is not a lack of conformity. Platform outages and price-feed errors are handled as set out in the Challenge Rules.

19. Language Versions

19.1 Your contract is concluded in English. These Terms and the Policies are provided in English, and the English version is the only authentic version.

19.2 The Website is available in English, Czech, Polish and Slovak. Any translation of Website content, or of a Policy, is provided for information only. If a translation differs from the English version, the English version applies, unless the translation is more favourable to you as a Consumer.

19.3 By placing an order you confirm that you understand these Terms in English. Our support team may also communicate with you in Czech, Polish or Slovak; this does not change the language of the contract.