

TERMS AND CONDITIONS FOR THE TRADING CHALLENGES AND SERVICES

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TERMS AND CONDITIONS FOR THE TRADING CHALLENGES AND SERVICES

1. INTRODUCTION

These Terms and Conditions ("Terms", "T&Cs" or "Agreement") govern your rights and obligations in connection with the use of the challenges and services (collectively referred to as the "Challenges" or the "Services") offered by Tplus Technologies Ltd ("Tplus", "Provider" or the "Company", "we"), primarily through the website www.pipstrades.com (the "Website"). You are requested to read these Terms very carefully. You are under no obligation to use the Services or participate in the Challenges if you do not agree with or understand any part of these Terms. By using our Services or participating in the Challenges offered, you confirm that you accept these Terms and agree to abide by them.

Tplus Technologies Limited is a company registered in the Republic of Cyprus with registration number HE 390961 and registered office at 148 Strovolos Avenue, 1st Floor, 2048 Nicosia.

By registering to participate in the Challenges through our website, by using the Services for the first time, you enter into a contract with the Company, under the provisions of the Services you have chosen.

This Agreement constitutes the entire agreement between you ("You", "Customer", "Client") and the Company and supersedes and cancels all previous agreements, promises, assurances, representations and understandings between the parties, whether written or oral. The Company shall have no liability towards you for any innocent or negligent statement, representation assurance or warranty that is not net in the Agreement.

This agreement is presented to you in English, which is the Company's official language. We will communicate with you in English language and provide a translation where necessary and/or possible, however, the English language content always prevails for the duration of this agreement.

This agreement is indefinite. It means that it is valid until you or we end it as defined below under clause 10.

2. SCOPE

You can participate in the Challenges and use our Services if you meet the following conditions:

- You are over 18 years old;
- You reside in a country where the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you agree to access and use the Services only in accordance with applicable laws;
- You have been accepted as a customer by the Company and you complete the identification and verification process (if any).
- Any other condition that the Company applies and/or requires from time to time for the use of the Services.

3. SERVICES AND THEIR ORDER

You can register and order the Services through the Website by completing the appropriate registration process. After registration, we will e-mail you the login details for the Client Portal, where you can choose the Challenge and Services you want to participate in.

You confirm that all data that you provide to us through the registration or the Client Portal, or otherwise, must be complete, true, and up to date. You must immediately notify us of any change in your data or update the data in your Client Portal. The Customer is responsible for all the provided data being accurate and up to date. The fee for the Challenge varies according to the option selected and depends on the amount of the initial capital, the degree of risk (if applicable), the parameters that must be fulfilled so that the conditions of the Challenges are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided on our Website and the Client Portal.

The final fee will be determined based on the option you select. The Provider reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Provider at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Provider.

The fee is paid for allowing you to access the Challenge or the Services provided with the Challenge. You agree that the fee paid for the Services is a non-refundable fee and you are not entitled to any refund, unless you are entitled under the relevant provisions of the Consumer law applicable to your jurisdiction.

If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of

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which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services and refuse any future provision of any services.

The choice of the option of the Challenge and Service that you select, shall also apply to the subsequent Challenge and Service (if any) . Once you select, it is not possible to change it.

The Provider reserves the right to unilaterally change the fees and parameters of the Challenge or Services at any time, including the parameters for their successful completion. The change does not affect the Challenge or Services purchased before the change is notified.

In the case of the Challenge, the order is completed upon the payment of the fee for the selected option, whereby the contract between you and the Provider is executed, the subject of which is the provision of the Challenge and, if the conditions of the Challenge are met, the second phase , PayOut as defined below

If the Customer places an unusually large number of orders for the Services within an unreasonably short period of time, the Provider may notify the Customer through the Client Section as a protective precaution to mitigate potentially harmful behaviour of the Customer. If such unreasonable behaviour continuous after such notice, we reserve the right to suspend any further orders of the Services by the Customer and/or terminate the provision of Services and therefore this Agreement . If we identify that the unusual behaviour as per this paragraph relates to the Customer's involvement in **Prohibited Trading Practices**, we may take respective actions as perceived in the relevant section of these T&Cs named **Prohibited Trading Practices**. The Provider reserves the right to determine, at its own discretion, the nature of the behaviour described above and reasonable boundaries for such determination.

4. PROVISION OF SERVICES

The services consist of the provision of technical trading support, training and educational materials, the provision of instruments for simulated trading (both for Challenge and Payout) on all available financial markets, and other additional services.

Financial market information is used for simulated trading within the scope of the offered Challenges; however, you acknowledge that any trading you perform through the Services within the scope of the offered Challenges is not real.

You also acknowledge that the funds provided to you for Challenges are fictitious and that you have no right to dispose of such fictitious funds beyond the scope of their use within the Services and, in particular, that they may not be used for any actual trading.

You also acknowledge that during the Trading Challenge, you have no right to receive any payout of such funds. Unless expressly agreed otherwise, during the Trading Challenge, you will not receive any compensation or profits based on the results of your simulated trading, nor will you be required to bear any losses.

The Customer will be able to proceed to phase two , Payout, upon completion of the relevant requirement as described in our Website.

For purposes of risk management, Challenge client accounts are monitored for long term consistency. Customers are not account holders or owners and are trading in a simulation funding environment not using actual live funded accounts. The environment is using data to be evaluated using third party platforms and data feeds not controlled in any way by the Company.

NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS NVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

Your personal data is processed in accordance with the Privacy Policy.

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5. CUSTOMER PORTAL

Only one customer portal is allowed per customer;

Access to the customer portal and the trading simulation platform is protected by login data. All logins are individualized and may only be used by the authorized user. The user is obliged to keep login and password secret and to protect them from unauthorized access by third parties. If there is a suspicion of misuse by third parties, the user will inform the Company immediately.

The Customer is responsible for all activities carried out through the Customer Portal or the Customer Demo Trading Platform. Demo Trading Platform means the electronic interface provided by a third party through which the Customer conducts Demo Trading. The Provider shall not be responsible and the Customer shall not be entitled to any compensation for any misuse of the Customer Portal, the Demo Trading Platform or any part of the Services, nor shall the Provider be responsible for any negative consequences resulting therefrom for the Customer if such misuse occurs for reasons that are on the Customer's side.

The Customer acknowledges that the Services may not be available 24/7, in particular with regard to maintenance, upgrades or for other reasons. In particular, the Provider shall not be responsible for and the Customer shall not be entitled to any compensation for the unavailability of the Customer Portal or the Demo Trading Platform and for any damage to or loss of data or other content that you upload, transfer or store via the Customer Portal or the Demo Trading Platform.

The Customer may request the deletion of the Customer Portal at any time by sending an e-mail to support@pipstrades.com. Sending a request for deletion of the Customer Portal shall be considered as a request for termination of the Contract by the Customer, in which case the Customer shall no longer be entitled to use the Services, including the Customer Portal and the Demo Trading Platform. The Provider shall confirm receipt of the request to the Customer by e-mail, which shall terminate the contractual relationship between the Customer and the Provider. In such a case, the Customer shall not be entitled to a refund of any fees already paid or any other costs incurred. Please note that the processing of data in this case is carried out in accordance with Privacy Policy.

6. RULES FOR USING DEMO TRADING PLATFORM

During the Challenges, you may execute all Transactions in the Demo Trading Platform unless they involve Prohibited Trading strategies or practices as defined below. You also agree to comply with the standard market rules and practices for trading on the real financial markets (e.g. risk management rules). Restrictions may also be imposed by the trading conditions of the Demo Trading Platform you have selected for trading.

You acknowledge that the Provider has access to information about the trades that you execute on the Demo Trading Platform. You consent to the Provider disclosing this information to persons/entities that have a group relationship with the Provider or are otherwise affiliated with the Provider for the provision of Services, and you consent and authorize the Provider and such persons/entities including third parties to handle this information for the provision of Services and execution of this Agreement. You agree that these activities may be carried out automatically without requiring any further consent or authorization from you and that you are not entitled to any compensation or revenue in connection with the Provider's use of the Data. The Provider understands that you are not providing any investment advice or recommendations to the Provider through your demo trading. You acknowledge that you may suspend your Trading on the Demo Trading Platform at any time.

The Provider bears no responsibility for the information displayed on the Demo Trading Platform, nor for any interruptions, delays or inaccuracies in the market information displayed via your Client Portal.

7. PROHIBITED TRADING PRACTICES.

During demo trading, the following is prohibited:

1. knowingly or unknowingly use trading strategies to exploit errors in the Services, such as errors in displaying prices or delays in updating them;
2. Conducting business with an external or slow data feed;
3. Acting alone or in concert with others, including between linked accounts or accounts maintained at different Company's group companies, to engage in transactions or combinations of transactions designed to manipulate trading, such as by taking opposing positions at the same time;
4. Execute trades in contradiction with the terms and conditions of the Provider and the trading platform;

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5. Use software, artificial intelligence, ultra-high speed or bulk data entry that could manipulate, abuse or give you an unfair advantage in the use of our systems or services; or
6. Otherwise transact business in a manner inconsistent with the manner in which trading is conducted on any of the financial markets made available by the Provider or in a manner that gives rise to a reasonable concern that the Provider may suffer financial or other harm as a result of the Customer's activities.

In addition, Customer shall not take advantage of the Services by executing demo trades without applying standard market risk management rules for trading in the financial markets, which includes, but is not limited to, the following practices:

- (i) opening substantially larger position sizes relative to Customer's other trades, whether in this or another Customer Account; or
- (ii) opening a substantially smaller or larger number of positions relative to Customer's other trades, whether in this or another Customer Account.

The Provider reserves the right to determine, in its sole discretion, whether certain trades, practices, strategies or situations constitute prohibited trading practices.

During the demo trading the Provider does not allow abusive strategies which may or may not include the following or any other strategies in a way that establishes justified concerns that the Provider or the broker or execution venue might suffer financial harm or other harm as a result of the Customer's activities.

It is prohibited to perform any trading method which uses exploitation of price discrepancies or glitches within different markets of similar or identical assets, also known as Arbitrage trading.

It is prohibited to perform High-frequency trading strategies in which the majority of the trades duration span is measured by a few seconds or less.

It is prohibited to perform bracketing strategies (opening pending orders) around high-impact news. Trading 2 minutes before and after the release of financial news is not allowed.

It is prohibited to involve any other technology which interferes with the platform's networking.

It is prohibited to:

1. intentionally or unintentionally employ trading strategies that take advantage of errors within the system, such as inaccuracies in price display or delays in updates;
2. execute trades using external feeds;
3. manipulate trading by executing trades alone or in collaboration with others, including between connected accounts or accounts held with different entities, or by entering into opposing positions simultaneously;
4. utilize any software, AI, ultra-high speed, or mass data entry that manipulates, misuses, or gives an unfair advantage when using the system or services;
5. perform gap trading;
6. execute trades in a way that contradicts how trading is conducted in the financial market, or in a way that raises concerns that the Provider may suffer financial or other harm as a result of the Customer's actions (e.g. overleveraging, overexposure, one-sided bets, account rolling);
7. Exploiting Price discrepancies between the Provider's platform feed and other feeds;
8. Trade coordination or copytrading with other traders or accounts.

It is prohibited to involve Expert Advisors which scalp during the rollover-night, using market or pending orders.

When using trading robots (Expert Advisors – EAs), especially with the use of an EA from a third party, there might be other traders already using the same EA and therefore exactly the same strategy. Having the same strategy amongst a group of traders is prohibited.

By using a third-party EA, and which the Customer does not own the source code, the Customer potentially runs a risk of being denied passing the Challenge and proceeding to the next step.

EA's that performs any of the following activities are prohibited:

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1. copy trades of other person signals;
2. do tick scalping;
3. perform latency arbitrage trading;
4. perform reverse arbitrage trading;
5. perform hedge arbitrage trading;
6. use emulators;

Any trading accounts using the aforementioned types of EAs will be canceled, banned, and not refunded.

If the Customer engages in any of the prohibited trading practices described above:

- (i) the Provider may consider this as a failure to comply with the terms of the relevant Challenge;
- (ii) the Provider may remove the Transactions in violation of the prohibition from the Customer's trading history and/or not include their results in the profits and/or losses generated by the Challenges; or
- (iii) immediately terminate all Services provided to the Customer and subsequently terminate this Agreement.

If any or all of the Prohibited Trading Practices are carried out on one or more trading accounts of a Customer or on accounts of different Customers or by combining trading through the trading accounts of the different Challenges, the Provider shall be entitled to cancel all Services and terminate all relevant contracts in respect of all the trading accounts of the Challenges of the Customer. Provider may take any of the actions mentioned in these T&Cs at its sole discretion.

The Provider shall not bear any responsibility for trading or other investment activities that the Customer performs outside the relationship with the Provider, e.g. by using data or other information from the Customer Portal, the Demo Trading Platform or in any other way in connection with the services in real trading on the financial markets, even if the Customer uses the same trading platform for such trading that it uses for demo trading. This shall also apply in particular to any services of third parties which the customer uses via the platform - e.g. within the scope of webinars.

DEVELOPMENTS ON THE FINANCIAL MARKETS ARE SUBJECT TO FREQUENT AND ABRUPT CHANGES. TRADING ON THE FINANCIAL MARKETS MAY NOT BE PROFITABLE AND MAY RESULT IN SIGNIFICANT FINANCIAL LOSSES. ANY PAST PERFORMANCE AND PROFITS OF THE CUSTOMER IN ANY CHALLENGE ARE NOT A GUARANTEE OR INDICATION OF FUTURE DEVELOPMENTS OR DEVELOPMENTS IN ANY REAL TRADING BY THE CUSTOMER.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

When accessing the Services and other Content, the following is prohibited:

- i. Use tools that may interfere with the operation of the Site and Services or that are designed to exploit errors, bugs or other inadequacies of the Site and Services;
- ii. Circumvent geographical restrictions on availability or other technical limitations;
- iii. Make copies or backups of the Website and other content;
- iv. Modify, decompile, disassemble, or otherwise alter the Site or any other content;
- v. Sell, rent, loan, license, distribute, reproduce, disseminate, stream, broadcast or otherwise use the Services or any other Content other than as permitted under these T&Cs;
- vi. Use automated means to view, display or collect information available through the Site or Services; and
- vii. Use any other tools or means that could cause harm to the provider.

9. CHALLENGES AND PAYOUT

PHASE 1 - CHALLENGE

The Customer activates the Challenge of their choice at the moment when he/she has paid the corresponding fee for the offer.

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YOU ACKNOWLEDGE THAT BY PAYING THE FEE, YOU EXPRESSLY REQUEST THE PROVIDER TO PROVIDE THE SERVICES BEFORE THE EXPIRATION OF THE CHALLENGE. YOU ALSO ACKNOWLEDGE THAT FROM THE TIME YOU OPEN THE FIRST TRADE, YOU SHALL COMPLETE THE CHALLENGE WITHIN THE CHALLENGE'S PRE-DEFINED EXPIRATION DATE. IF YOU DO NOT ACTIVATE THE CHALLENGE WITHIN 30 CALENDAR DAYS OF THE DATE IT WAS PROVIDED TO YOU, YOU WILL NO LONGER HAVE ACCESS TO IT AND WE WILL CEASE PROVIDING THE SERVICES WITHOUT ANY RIGHT TO A REFUND.

If the Customer has fulfilled the conditions and criteria of the Challenge as specified in the Challenge rules communicated on the website and/or the Client Portal and at the same time has not violated these T&Cs, the Provider shall evaluate the Challenge as passed and completion of Phase 1. The Provider does not have to evaluate the Challenge if the Customer has not closed all trades.

If during the Challenge the Customer fails to meet any of the conditions as described on the website and/or Client Portal, the Challenge will be assessed as failed and the Customer will not be granted access to the Phase 2. In this case, the Customer's account and services will be terminated without refund of the fees already paid.

PHASE 2 – PAYOUT

In order for the customer to be eligible to access Phase 2, they must meet inter alia all of the following parameters simultaneously by the end of stage 2. The Customer must comply with the following:

- ii. The customer has fulfilled the conditions of the respective Phase(s) as described on the Website or Client Portal ;
- iii. The Customer has not violated these T&Cs and any additional T&Cs specific for Phase 2 (if any).

Since the client needs to be evaluated again before entering Phase 2 Payout "Payout", the Company does not guarantee in any way the acceptance of the Customer into the Phase 2.

Upon acceptance to Phase 2, the Company will proceed with payouts of amount due to customer from simulated accounts whether simulated trades were copied or not or live trades where made or not and the Company shall make those payouts from available membership fees, revenues, copy or live trading.

You agree that during the Challenges and Payout, the Company has the right to use the data provided by you during the demo trading in the Demo trading Platform, inter alia for the performance of trading in real time by the Company.

10. CANCELLATION OR TERMINATION OF YOUR ACCOUNT

Our relationship under this agreement shall remain in force until cancelled, suspended or terminated by either Party. You may cancel your account, and so end the agreement, at any time.

These terms and conditions and any other agreements applicable for the services provided may be suspended or terminated by either party upon giving the other party seven (7) calendar days notice. You can contact us by emailing us at support@pipstrades.com.

Any such suspension or termination will not affect any obligation incurred by either party in respect of any outstanding transactions or any legal rights or obligations that may already have arisen under these terms and conditions.

On cancellation or termination of your Account, your right to use the Services shall immediately cease.

We reserve the right in our sole discretion to terminate or suspend your account immediately, if you are in breach of this agreement or we have reason to believe that you are in breach or are otherwise using our services in a manner inconsistent with these terms.

11. CHANGING THESE TERMS

We may amend these terms and any arrangements made hereunder at any time for any reason by notifying you at least seven (7) days through the website and/or email before we make any change.

You understand and agree that your consent is not necessary for any changes to be effective. Your continued use of the Services shall be deemed to be acceptance of any new terms, unless you tell us that you want to close your account before the change comes into effect.

These Terms and any updated version of them will always be available on our website at www.pipstrades.com.

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You understand that it is your sole responsibility to remain up to date with all changes. The applicable version shall be the latest version uploaded on our website and in the event of dispute the latest version shall prevail.

Any amendment to this agreement will supersede any previous agreement between us on the same subject matter and will govern any transaction entered into after, or outstanding on, the date the new edition comes into effect.

12. COMMUNICATION

If you have any feedback regarding improvements or complaints about our Services, we would like to hear from you.

If you need to contact us, you can do by sending us an email at support@pipstrades.com

You should keep your details up to date and let us know immediately if any information changes.

13. CHOICE OF LAW AND JURISDICTION

The legal and contractual relationship under this Agreements between You and the Company shall be governed by the Laws of the Republic of Cyprus. Legal action under these terms and conditions can only be brought in the courts of the Republic of Cyprus, or in the courts of any EU Member State where you reside (if applicable)).

14. PAYMENT TERMS

You can pay the fee for the selected option using one of the available payment options that we currently offer and that are listed on our website.

In case of payment by a payment card or other express payment method, the payment shall be made immediately. The Customer shall bear all fees charged to the Customer by the selected payment service provider (according to the valid price list of the payment service provider) in connection with the transaction, and the Customer is obliged to ensure that the respective fee for the selected option is paid in full.

15. OUR INTELLECTUAL PROPERTY

The Website and all Services, including the Customer Portal, its appearance, and all applications, data, information, multimedia elements such as text, drawings, graphics, design, icons, images, audio and video samples, and any other content that may comprise the Website and Services (collectively, the "Content"), are subject to legal protection under copyright laws and other legal provisions and are owned by Provider or its licensors.

Provider grants you a limited, non-exclusive, non-transferable, non-assignable and revocable license to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of Provider or its licensors.

All trademarks, logos, trade names and other designations are the property of the Provider or its licensors, and the Provider does not grant you permission to use them. Customers are prohibited from publishing the Provider's company logo or trademark on their own marketplace.

You accept and acknowledge that the is for your own personal, lawful and non-commercial use and that you may only use such material and content for the purpose of using our app or website.

Except to the extent set out in this agreement, or otherwise agreed in writing between us, you are not permitted to use such intellectual property rights.

16. DISCLAIMER

The services are provided on an "as is" and "as available" basis and to the extent permitted under Cypriot Law, without warranties of any kind. In particular we make no warranty that the services shall meet your requirements or expectations or that it will be error free.

By accepting these terms and conditions or by using the services provided, you understand and acknowledge that the services are made available on an "as is" or "as available" basis. The services may contain bugs, errors, and other problems. You accept responsibility for all risks and all costs associated with your use of the service, including without limitation, any internet access fees, back-up expenses, cost incurred for the use of your device and peripherals, and any damage to any equipment, software,

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information or data. In addition, the Company is not obliged to provide any maintenance, technical or other support for the services.

The Provider reserves the right to modify, change, replace, add or remove elements and functions of the Services at any time and without compensation. In particular, the Provider reserves the right to block third party providers or remove their offer from the platform if infringements of the law become known.

The Provider shall not be liable for failure to provide the purchased Services if such failure is due to serious technical or operational reasons beyond its control, in case of crisis or impending crisis, natural disaster, war, riot, pandemic, threat to a large number of people or other force majeure events and/or if the Provider is prevented from providing the Services due to legal obligations or a decision of a public authority.

Claims based on liability for material defects shall remain unaffected.