

## 1. Customer Agreement

This is a legal contract between AvaTrade Academy, hereinafter known as ("AvaAcademy", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document. This document, together with our Risk Disclosure Statement, and Privacy Statement, represent the terms with which AvaAcademy will do business with the Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

## 2. Acceptance of Agreement

Your use of our Website constitutes your binding acceptance and compliance of these terms and conditions, including any modifications that we make, whether you are simply browsing AvaAcademy (hereinafter, a Visitor) or you have registered with AvaAcademy (hereinafter, a Member). In either instance, you are a user of the Service. If you wish to become a Member or make use of the Service, you must read and agree to the terms and conditions of this Agreement (hereinafter, the Terms) during the registration process.

We may modify these Terms at any time without notice to you by posting revised Terms on our site. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms and to review such changes. If at any time you do not wish to accept the Terms of service, you may not use the Website or Service. Any terms and conditions proposed by you which are in addition to, or which conflict with these Terms, are expressly rejected by AvaAcademy and shall be of no force or effect.

This Agreement also constitutes the entire and only agreement between us and you and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Website, the content, products or services provided by or through the Website and the subject matter of this Agreement.

## 3. Use of Service

By purchasing a course from AvaAcademy, you are acquiring the right to view the material through the AvaAcademy Website. You shall not download the material or transfer it to a third party; nor shall you provide your login data to a third party for their use thereof. Your access is limited, non-exclusive and non-transferable. It represents a license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with a particular course or feature of our Services. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify,

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adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we provide you with written explicit permission to do so. This also applies to 3rd-party content you can access via the AvaAcademy site.

Purchasing a AvaAcademy course grants you lifetime access to the course material. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, such as, including and not limited to intellectual property complaint. The lifetime access is not applicable to add-on features and services associated with a course, for example, including and not limited to translation captions.

#### **4. Eligibility and Registration**

Membership in the Service is void where prohibited.

The Customer represents and warrants that he/she:

1. Is of sound mind, legal age and legal competence;
2. Provides accurate, current and complete information about him/herself during registration;
3. Maintains the security of his/her password and identification;
4. Maintains and promptly updates the registration information and any other information he/she provides to AvaAcademy, to keep it accurate, current and complete;
5. Is fully responsible for all use of his/her account and for any actions that take place using his/her account;
6. Uses the Service without violating any applicable law or regulation;
7. Has read and understands the provisions contained in this Agreement, including, without limitation, AvaAcademy's Risk Disclosure Statement and Privacy Statement;
8. Represents and warrants that he/she is fully able and competent to enter into and abide by this Agreement.

#### **5. Use of Service Limitation**

The services and content on AvaAcademy are for your personal and non-commercial use unless specifically endorsed or approved by AvaAcademy or its subsidiaries. As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by this Agreement. You may not use the Service to:

1. Post or transmit any content that is disruptive, uncivil, abusive, vulgar, profane, obscene, hateful, fraudulent, threatening, harassing, defamatory, which discloses private or personal matters concerning any person, or, in the sole judgment of AvaAcademy, that is objectionable or restricts or inhibits any other person from

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using or enjoying the Website, or which may expose AvaAcademy or its users to any harm or liability of any type;

2. Post or transmit any material that you do not have the right to transmit, under law (such as, but not limited to copyright, trade secret or securities) or under contractual or fiduciary relationships (such as nondisclosure agreements);
3. Post, transmit, or link to sexually explicit material;
4. Impersonate any person, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. Impersonate another Member or person;
6. Use the account, username, or password of another Member at any time, or disclose your password to any third party or permit any third party to access your account;
7. Sell or otherwise transfer your profile;
8. Use any information obtained from AvaAcademy in order to harass, abuse, or harm another person;
9. Post or transmit any advertising or promotional materials, or other forms of solicitation, whether personal or commercial, including chain letters, pyramid schemes and/or links or URLs to third-party websites deemed as commercial;
10. Violate any applicable law or regulation while accessing and using our sites, including, without limitation, the rules and regulations of the U.S. Securities and Exchange Commission and/or those of national or other securities exchanges (especially and including the rule against making false or misleading statements to manipulate the price of any security);
11. Offer, sell, or buy any security or future;
12. Post or transmit any file that contains viruses, corrupted files, Trojan Horses or any other contaminating or destructive features that may damage someone's computer;
13. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
14. Attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any AvaAcademy server or to the Website, through hacking, password mining or any other means not intentionally made available through the Website;
15. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure or disrupts the functioning of our systems or Service; and
16. Take any action that damages or disrupts the functioning of our systems or Service.

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We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email address, usage history, posted materials, IP addresses and traffic information.

## 6. Complaints

In the event that you are dissatisfied with the service provided by AvaAcademy, we will deal with your complaint internally and will endeavor to come to a satisfactory solution promptly.

All complaints should be directed to the complaints officer at [support@academy.avatrade.com](mailto:support@academy.avatrade.com).

## 7. Intellectual Property and Confidentiality

All materials contained in the Website are the intellectual property of AvaAcademy. All copyright, trademarks, service marks, and trade names are proprietary to AvaAcademy. Unless otherwise specified, the materials and services on this Website are for your personal and non-commercial use; and you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website without the written permission from AvaAcademy.

We respect the intellectual property rights of others. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. When we receive proper Notification of Alleged Copyright Infringement, as described below, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers, in accordance with the Digital Millennium Copyright Act.

Without limiting the aforementioned, if you believe that your work has been copied and posted on AvaAcademy in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the AvaAcademy website;
4. Your address, telephone number, and email address;

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5. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

AvaAcademy's Copyright Agent for notice of claims of copyright infringement can be reached at: [academy@avatrade.com](mailto:academy@avatrade.com).

To obtain permission to use AvaAcademy copyrighted materials, please refer to Rights and Permissions below.

## **8. Rights and Permissions**

If you have any questions concerning the usage or licensing of AvaAcademy intellectual property, for example, photographs, text, or other AvaAcademy materials, please submit your detailed request in writing. Please be sure to include any surrounding copy or text to the AvaAcademy material. Requests may be emailed to [academy@avatrade.com](mailto:academy@avatrade.com).

## **9. Third Party Websites, Links and Advertisements**

AvaAcademy takes no responsibility for, nor does it endorse or recommend, any third-party advertisements or sponsorships that are posted on the Website or through the Service; nor does it take any responsibility for the goods, services or content provided by its advertisers. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable laws. You shall not hold AvaAcademy, its subsidiaries and or affiliates responsible for the illegality or any error, inaccuracy or problem with the advertisement or sponsorship.

AvaAcademy also contains hyperlinks to other websites (hereinafter, Third-Party Websites) operated by parties other than AvaAcademy, its subsidiaries and or affiliates, and other resources and advertisers. AvaAcademy is not responsible for the availability of these Third-Party Websites; nor is it responsible for any of the content, advertising, products and or services or other materials on such Third-Party Websites. Such websites are in no way investigated, monitored or checked for accuracy or completeness by AvaAcademy. Inclusion of any linked Third-Party Website on the AvaAcademy does not imply approval or endorsement of the linked website by AvaAcademy, its subsidiaries and or affiliates. If you decide to access the Third-Party Websites, you do so at your own risk. and you should be aware that our terms and policies no longer govern your interaction therein. You should review the applicable terms and policies, including privacy and data gathering practices of any website to which you navigate.

## **10. Disclosure of Customer Information**

AvaAcademy will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to,

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AvaAcademy's banking or credit relationships, or to other persons as disclosed in AvaAcademy's Privacy Policy.

AvaAcademy may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

## **11. Disclaimer of Warranties and Liabilities**

The AvaAcademy Website, service and content are provided "as-is", and AvaAcademy expressly disclaims any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. AvaAcademy does not represent or warrant that the service or any content or information on the website is accurate, complete, reliable, current or error-free, whether caused by users of the AvaAcademy Services, by AvaAcademy, its subsidiaries and affiliates, or any of its directors, officers, agents, contractors, partners and employees, or by any of the equipment or programming procedures associated with or utilized in the AvaAcademy Services. All information and opinion expressed herein is subject to change without notice. By your use of our Services, you agree that you bear responsibility for your own investment research and investment decisions. You also agree that we will not be liable for any investment decision made or action taken by you and others based on news, information, opinion, or any other material published through our Services, opinions and recommendations contained herein. These should not be construed as investment advice. Do not assume that any recommendations, insights, charts, theories, or philosophies will ensure profitable investment.

AvaAcademy assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any user or member communication. AvaAcademy is not responsible for any problems or technical malfunction of any telephone or network lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the internet or on any of the AvaAcademy Services or combination thereof, including any injury or damage to users or to any person's computer or hardware device related to or resulting from participation or downloading materials in connection with the AvaAcademy Services. You understand and agree that you download or otherwise obtain content, material or data from or through the service at your own discretion and risk, and that you will be solely responsible for your use thereof and any damages to your mobile device or computer system, loss of data or other harm of any kind that may result. Under no circumstances shall AvaAcademy be responsible for any loss or damage, including personal injury or death, resulting from use of the AvaAcademy services, from any content posted on or through the Service, or from the conduct of any users of AvaAcademy, whether online or offline. AvaAcademy is not responsible for the conduct, whether online or offline, of any user of the AvaAcademy Services.

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In no event will AvaAcademy or its directors, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Website or the Service, or any of the site content or other materials on, accessed through or downloaded from the site, even if AvaAcademy is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, AvaAcademy's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to AvaAcademy for the service during the term of membership. You acknowledge that if no fees are paid to AvaAcademy for the Service, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from AvaAcademy, regardless of the cause of action. You expressly agree that you will assume the entire risk as to the quality and the performance of our Services and the accuracy or completeness of our content.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by AvaAcademy.

## 12. Pricing and Payments

You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card or process other means of payment for those fees. AvaAcademy works with third-party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check out our Privacy Policy for more details.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payments.

In some cases, we may issue credits to your account. These credits will be automatically applied towards your next course purchase on our website, this at AvaAcademy's sole discretion and according to terms that may be altered from time to time. Credits may expire if not used within the specified period, and have no cash value.

The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout). Any price offered for a particular course may differ when you are logged into your account from the price available to users who are not registered or logged in. In some instances, the price of a course offered on the AvaAcademy Website may not be exactly the same as the price offered on our mobile applications. Moreover, AvaAcademy regularly runs promotions and sales for our

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courses, and certain courses are only available at discounted prices for a set period of time.

If you are a student located in a country where use and sales tax, goods and services tax, or value-added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. In certain countries, the price you see may include such taxes.

### **13. Refunds**

If the course you purchased does not fulfill your expectations, you can request, within 30 days of your purchase of the course, that AvaAcademy credit/refund your account. We reserve the right to apply a credit or a refund, at our discretion, depending on the capabilities of our payment processing partners or the platform from which you purchased your course (mobile app or PC based website). You shall not be credited or refunded after the expiration of this 30-day period.

To request a credit/refund, please contact your account manager in writing, explaining your expectations and where the product supplied falls short.

If we believe you are abusing our credit/refund policy, we reserve the right to ban your account and to restrict all future use of the Services. If we ban your account or disable your access to a course due to your violation of these Terms, you will not be eligible to receive any credit or refund.

### **14. Governing Law and Jurisdiction**

This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of The Republic of Ireland and AvaAcademy and the customer hereby irrevocably submit to the exclusive jurisdiction of the Irish Courts.

### **15. Indemnification**

AvaAcademy retains the discretion to enforce these terms and conditions. We may terminate or suspend your permission to use our platform and Services or ban your account at any time, with or without notice, for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you are engaging in fraudulent or illegal activities. Upon any such termination, we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. You agree that AvaAcademy will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

You agree to indemnify and hold AvaAcademy, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including



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reasonable attorney's fees, made by any third party due to or arising out of or in connection with any user content or content you post or share on or through the Website resulting from your use of the Service or the Website, your conduct in connection with the Service or the Website or with other users of the Service or the Website, or any violation of these Terms or of any law or the rights of any third party.