

## **I. General**

1. This Agreement, as well as any updates hereof, constitutes the entire agreement between You and FOREXASIGNALS Ltd. in relation to Your use of the Signals Service on [www.ForexAISignals.com](http://www.ForexAISignals.com) to browse, search and download Signals and purchase Subscriptions to Signals to be further used under the terms and conditions set forth in this Agreement.

By clicking on the "Continue", "Accept" or a similar button or an appropriate link, You agree to the terms and conditions of this Agreement.

User who has not agreed to be bound by the terms and conditions of this Agreement shall have no right to use the Signals Service.

The Signals Service is available for use by persons aged 18 and older.

2. This Agreement will automatically cease to be effective if it appears that You are (a) not a registered Subscriber of the Signals Service, or (b) under the age of 18, or (c) a person or entity barred from using the ForexAISignals Software under the laws of any country, including the country in which You are resident or from which You use the ForexAISignals Software.
3. If You are a company employee or executive and You use the Signals Service on behalf of Your company ("Company"), You accept and agree to the below: (i) by accepting these Signals Service Terms of Use and by using the Signals Service, You acknowledge that You are explicitly authorized to do so by the Company based on Your and Company's compliance with this Agreement regarding the use of the Signals Service by You and the Company; (ii) You have obtained all consents, approvals and authorizations from the Company whatsoever needed, allowing You to officially act on behalf of the Company under these Signals Service Terms of Use. You represent and warrant that You have obtained such consents, approvals and authorizations to use the Signals Service on behalf of the Company. If You do not have the requisite authority, You may not use the Signals Service.
4. Your agreement with FOREXASIGNALS Ltd. can also include Additional Terms published or declared by FOREXASIGNALS Ltd. in the Internet or on the FOREXASIGNALS Ltd. Website. Additional Terms include, without limitations, terms and conditions set out in this Agreement.
5. You acknowledge and agree that by accepting the terms and conditions of this Agreement, as well as Rules and Additional Terms, You enter into a legally binding agreement with FOREXASIGNALS Ltd
6. You hereby consent to the use of electronic communication in order to enter into agreements, contracts, make payments, place orders and other records, as well as to the electronic delivery of notices, policies and records of transactions initiated or completed via the Signals Service.
7. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original non-electronic signature or delivery or retention of non-electronic records, to the extent permitted by applicable mandatory law.
8. If You are a resident of a jurisdiction where the use of the ForexAISignals Software or the Signals Service is prohibited by law due to different requirements or a complete

ban on the use of the ForexAISignals Software or the Signals Service in any such jurisdiction, do not install or use them.

## II. Use of the Signals Service

1. You agree to provide accurate and complete information when You register on, and as You use, the Signals Service, and You agree to update Your registration data to keep it accurate and complete. You agree that FOREXASIGNALS Ltd. may store and use the registration data You provide for maintaining Your Account and performing its obligations under this Agreement.
2. You agree that FOREXASIGNALS Ltd. may, at its sole discretion and without prior notice, suspend or terminate the provision of the Signals Service (or its functions) to You personally or all Subscribers.
3. FOREXASIGNALS Ltd. may engage the services of consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement, provided that such consultants and contractors will be bound by the same obligations as FOREXASIGNALS Ltd.
4. FOREXASIGNALS Ltd. may make available to You various payment processing methods. You agree to abide by any relevant terms and conditions or other legal agreement, whether with FOREXASIGNALS Ltd. or the Payment Processor or a third party, that governs Your use of a given payment processing method. You agree that FOREXASIGNALS Ltd. may add or remove payment processing methods at its sole discretion and without notice to You.
5. You agree to use the Signals Service only for purposes that are permitted by (a) this Agreement, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree to comply with all local laws and regulations regarding the download, installation and/or use of Signals.
6. You agree not to use the Signals Service by any means other than through the interface that is provided by FOREXASIGNALS Ltd. on [www.ForexAISignals.com](http://www.ForexAISignals.com) or the ForexAISignals Software interface, unless You have been specifically allowed to do so in a separate agreement with FOREXASIGNALS Ltd. You specifically agree not to access the Signals Service through any automated means, including use of scripts, crawlers, or similar technologies.
7. You agree that You will not engage in any activity that interferes with or disrupts the operation of the Signals Service (as well as the servers and networks which service the Signals Service). You agree not to use the Signals distributed via the Signals Service, for purposes that may interfere with or disrupt the operation of the servers, networks or websites controlled by FOREXASIGNALS Ltd. or any third party. You agree that You will not reproduce, duplicate, copy, sell, trade or resell the content of the Signals Service, unless You have been specifically permitted to do so in a separate agreement with FOREXASIGNALS Ltd. You shall not undertake, cause, permit or authorize the modification, translation, creation of similar Signals, decompiling, disassembling, decryption, hacking of the Signal, as well as creation of derivative works.
8. You agree that You are solely responsible for, and that FOREXASIGNALS Ltd. has no responsibility to You or to any third party for your use of the Signals Service and any Signals, any breach of Your obligations under this Agreement, and for the consequences of any such breach (including any loss or damage of any kind which FOREXASIGNALS Ltd. or any third party may suffer).

9. You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Your use of the Signals Service and purchase of Subscriptions to Signals in the Signals Service, and that the reporting and payment of any such applicable taxes are Your responsibility.
10. All rights to Trademarks, as well as property rights and titles, including but not limited to any and all rights to intellectual property are the property of FOREXASIGNALS Ltd. Except as otherwise provided in this Agreement, neither party grants to the other party any right, title or interest (including, but not limited to, any implied licenses) in or to Trademarks. Nothing in this Agreement gives Subscriber a right to use any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of FOREXASIGNALS Ltd.

### **III. Pricing and Payments**

1. In order to make purchases in the Signals Service, Subscriber must have a valid Payment Account under a separate agreement with a Payment Processor.
2. Subscription price shall be expressed in US dollars. The Signals Service may display prices of Subscriptions to users in their native currency, but it shall not be responsible for the accuracy of currency rates or conversion.
3. Your total price for a Subscription to a Signal shall include the price of the Subscription to a Signal plus any applicable sales tax; such sales tax shall be based on the bill-to address and the sales tax rate in effect at the time the Subscription to a Signal is made. FOREXASIGNALS Ltd. will charge tax only in jurisdictions where electronic (digital) goods or software licenses are taxable. No customers shall be eligible for tax exemptions.
4. All sales of Subscriptions to Signals shall be final and non-returnable.
5. Prices for Signals offered via the Signals Service may change at any time, and the Signals Service does not provide price protection or refunds in the event of a price reduction or promotional offering.
6. If a Signal becomes unavailable following a transaction in relation to renewal of the Subscription to the Signal, Your sole remedy shall be a refund of the Subscription renewal fees paid. No refunds of paid Subscription fees will be made in relation to Subscriptions to existing Signals, regardless of whether or not such Signal was used to perform trading operations.

### **IV. User Credentials**

1. You agree that You are responsible for maintaining the confidentiality of all User credentials that may be issued to You by FOREXASIGNALS Ltd. or which You may choose Yourself and will be solely responsible for all activity in the Signals Service which involves the use of such credentials. FOREXASIGNALS Ltd. may limit the number of User Accounts issued to You or to the company or organization You work for.

### **V. Privacy and Information**

1. We use Your personal data, which help us to create, develop, manage, provide and improve the Signals service, other services and content, as well as to protect against fraud and copyright violation.
2. We may occasionally use Your personal data to send You important notices of changes in our Terms of Services or Policies. We may also use personal data for internal

purposes, such as auditing, data analysis and research, which enable us to improve our Services.

3. When You visit our website, we may collect technical and navigational information, such as the type of the web browser, Internet protocol address, language, location, time zone, unique device/browser identifier and requested URLs so that we may better understand customer behavior and improve our Services. We may also collect information regarding specific activities You perform on our website. This information is used to help us improve the content and usability of our websites. This information is aggregated and we consider aggregated information as non-personal for the purposes of our privacy policy. If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.
4. To find out more about how we collect and use the information you provide, please read our [Privacy and Data Protection Policy](#)

## **VI. Termination of this Agreement**

1. This Agreement shall be effective until terminated by either You or FOREXASIGNALS Ltd., as set out below.
2. You may terminate this Agreement by discontinuing Your use of the Signals Service and of all Subscriptions to Signals You acquired via the Signals Service.
3. Upon termination of this Agreement, all legal rights and obligations to be executed or performed by You or FOREXASIGNALS Ltd. (or accrued during the term of this Agreement) or perpetual rights and obligations, shall not be modified due to termination of this Agreement.
4. FOREXASIGNALS Ltd. may at any time terminate this Agreement with You if:
  - (A) You have breached any provision of this Agreement; or
  - (B) FOREXASIGNALS Ltd. is required to do so by law; or
  - (C) You cease to be a User; or
  - (D) FOREXASIGNALS Ltd. decides to no longer provide the Signals Service.

## **VII. Disclaimer of Warranties**

1. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SIGNALS SERVICE IS AT YOUR SOLE RISK AND THAT THE SIGNALS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF SIGNALS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SIGNAL AND ANY SERVICES OFFERED OR RENDERED BY THE SIGNAL ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FOREXASIGNALS Ltd. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO SIGNALS AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FOREXASIGNALS Ltd. DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SIGNAL, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SUBSCRIPTION TO A SIGNAL WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SIGNAL OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SIGNALS OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY

FOREXASIGNALS Ltd. OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SIGNAL OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

2. YOU AGREE TO USE THE SIGNALS SERVICE AND ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SIGNALS SERVICE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA AS A RESULT OF SUCH USE.
3. FOREXASIGNALS Ltd. FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

### **VIII. LIMITATION OF LIABILITY**

1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL FOREXASIGNALS Ltd. BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE A SIGNAL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF FOREXASIGNALS Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. FOREXASIGNALS Ltd IS NOT A REGISTERED INVESTMENT ADVISOR, BROKER/DEALER, FINANCIAL ANALYST, FINANCIAL BANK, SECURITIES BROKER OR FINANCIAL PLANNER. FOREXASIGNALS Ltd IS AN EDUCATIONAL PROVIDER WHICH AMONG OTHER THINGS FACILITATES THE SHARING OF TRADE INFORMATION VIA THE INTERNET. USERS OF THE SERVICE MAY USE THE TRADE INFORMATION TO FORMULATE THEIR OWN INVESTMENT DECISIONS WHICH COULD BE TO COPY THE TRADES OF OTHERS. ALL INFORMATION ON THE FOREXASIGNALS.COM IS PROVIDED FOR INFORMATION PURPOSES ONLY. THE INFORMATION IS NOT INTENDED TO BE AND DOES NOT CONSTITUTE FINANCIAL ADVICE OR ANY OTHER ADVICE, IS GENERAL IN NATURE AND NOT SPECIFIC TO YOU. BEFORE USING THE COMPANY'S INFORMATION TO MAKE AN INVESTMENT DECISION, YOU SHOULD SEEK THE ADVICE OF A QUALIFIED AND REGISTERED SECURITIES PROFESSIONAL AND UNDERTAKE YOUR OWN DUE DILIGENCE. NONE OF THE INFORMATION ON OUR SITE IS INTENDED AS INVESTMENT ADVICE, AS AN OFFER OR SOLICITATION OF AN OFFER TO BUY OR SELL, OR AS A RECOMMENDATION, ENDORSEMENT, OR SPONSORSHIP OF ANY SECURITY, COMPANY, OR FUND. THE COMPANY IS NOT RESPONSIBLE FOR ANY INVESTMENT DECISION MADE BY YOU. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT RESEARCH AND INVESTMENT DECISIONS.

### **IX. Indemnification**

1. You hereby agree, to the fullest extent permitted by law, to indemnify, defend, and hold FOREXASIGNALS Ltd, its Affiliated Entities and each of their respective directors, officers, employees and agents, as well as Authorized Carriers, harmless from and against any and all third party claims, demands, causes of action, suits or proceedings, as well as any and all losses, liabilities, damage, costs or expenses (including any reasonable attorneys' fees), arising out of or accruing from: a) Your use of the Signals

Service in violation of this Agreement, and (b) Your Signal that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy.

2. To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless the applicable Payment Processors (which may include FOREXASIGNALS Ltd. or third parties) and the Payment Processors' affiliates, directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from taxes related to Your purchase of a Subscription to a Signal via the Signals Service.

## **X. Changes to this Agreement**

1. FOREXASIGNALS Ltd. reserves the right to change and revise this Agreement. Each time changes are made to this Agreement, FOREXASIGNALS Ltd. will publish a revised version of the Agreement on the Website. The revised version of the Agreement shall be effective immediately upon publication. Your use of the Signals Service following any change to this Agreement will constitute Your assent to and acceptance of the revised Agreement.

## **XI. General Legal Terms**

1. This Agreement constitutes the entire legal agreement between You and FOREXASIGNALS Ltd. that governs Your use of the Signals Service and can complement any prior agreements between You and FOREXASIGNALS Ltd. in relation to the Signals Service.
2. You acknowledge that the failure of FOREXASIGNALS Ltd. to exercise or enforce or delay of FOREXASIGNALS Ltd. in exercising or enforcing any legal rights or remedies provided hereunder (or by any applicable law) shall not constitute a waiver of such rights or remedies on part of FOREXASIGNALS Ltd. and that such rights and remedies will continue to be available to FOREXASIGNALS Ltd.
3. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, then that provision will be removed from this Agreement without affecting the remaining provisions contained herein. The remaining provisions of this Agreement will continue to be valid and enforceable.
4. You acknowledge and agree that each member of the group of companies of which FOREXASIGNALS Ltd. is part, shall be third party beneficiary to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on or rights in favor of them. No other persons or companies shall be third party beneficiaries to this Agreement.
5. Neither You nor FOREXASIGNALS Ltd. may assign or transfer the rights granted in this Agreement without the prior written consent of the other party. Neither You nor FOREXASIGNALS Ltd. shall be permitted to delegate the responsibilities or obligations under this Agreement without the prior written consent of the other party.
6. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be submitted to Mediation. Failing settlement, any dispute shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The Centre for Effective Dispute Resolution [CEDR] in the United Kingdom will act as the appointing authority for the mediation, and in terms of the UNCITRAL Rules. The seat of arbitration shall be London. The language to be used

in the arbitral proceedings shall be English. This contract shall be governed by the substantive law of the United Kingdom.