

DATE: 240501

TERMS & CONDITIONS

(i) THE PROGRAMME CONTENT PROVIDED BY LEARN TO TRADE PTY LIMITED ABN 99 138 178 542 AFSL 339 557; and

(ii) ACCESS TO THE SMARTCHARTS CHARTING SOFTWARE PROVIDED BY SMARTCHARTS SOFTWARE PTY LTD ABN 62 602 459 414.

The following Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued terms & conditions, and shall apply to any existing arrangements currently operating between the parties.

By signing or digitally accepting these Terms & Conditions with Learn to Trade Pty Limited ABN 99 138 178 542 AFSL 339557 (“LTT”, “we” or “us”) OR by subscribing or utilising the SmartCharts charting software owned and operated by SmartCharts Pty Ltd ABN 62 602 459 414 (“SmartCharts”), you hereby agree to be bound by the following Terms & Conditions (as amended from time to time).

Per clause 2 below these T&Cs apply to most of our programmes but some of the content will not be relevant to your particular programme.

Details of Your programme are set out in clause 2 and may be expanded in the covering email, welcome letter or Panda document in which these T&Cs are included in full or by link and which will form part of them.

Please note some programmes do not require Smartcharts.

By registering for either service, you represent and warrant that all registration information provided is accurate and current (and will be updated where it ceases to be), you are of 18 years of age or more, your use of the services will not violate any applicable law or regulation; and you have the authority to enter into a binding agreement and perform your obligations hereunder.

Please note that LTT is licensed to provide financial services to retail and wholesale clients, and we offer general financial product advice in relation to securities, derivatives and foreign exchange contracts through our training courses and coaching services. LTT provides general information and educational content only. This is not personal advice and no individual needs or circumstances have been considered, nor is this an offer to buy/sell financial products. LTT does NOT provide trade recommendations under any circumstances – any advice of this nature is provided to you solely by your third-party broker, and LTT is not party to any such arrangement, nor liable for any such advice received. Financial products are complex and entail risk of loss, and you should always obtain professional advice to ensure trading or investing in such products is suitable for your circumstances, and ensure you obtain, read, and understand any applicable offer or disclosure document before trading or acting upon any general advice provided.

Target Market Determination

Please note that if you wish to trade in the markets using the software and skills learnt with us you will need to open a trading account with a broker. All Australian retail brokers have Target Market Determinations and both you and your broker must ensure that you fit within it. LTT/Smartcharts recommends the broker Markets.com and its TMD is here: [Target Market Determination Documents – TMDs \(markets.com\)](#)

Broadly, to be suitable you must:

- Be over 18 and have knowledge of OTC derivatives which may be assessed
- have the means to undertake trading in OTC derivatives and be able to accept losses as great as total deposits
- have a high investment risk appetite with a short-term investment horizon
- your purposes for trading are likely to be speculative and/ or hedging against other CFD positions or assets and/or gaining exposure to price movements in underlying markets on short notice

You will likely be unsuitable if you are

- under 18
- undergoing financial hardship or bankruptcy or have inadequate financial means to support trading in OTC Derivatives
- insufficiently knowledgeable about trading in CFDs
- residing in a country that prohibits derivatives trading or is subject to regulatory, legal or other sanctions or embargoes
- with low risk tolerance or unwillingness to accept losses as great as deposits
- vulnerable because of age, mental or physical impairment affecting capacity, subject to physical or financial abuse
- suffering from any kind of addiction,
- undergoing any other personal or financial circumstance causing significant detriment like unemployment, redundancy, long term illness or such circumstances

DATE: 240501

By seeking to link your SmartCharts account to a live brokerage account you are confirming that you fall within the above TMD. SmartCharts offers a subscription service to their charting software to support your trading in financial products with third party brokers. SmartCharts only provides factual and historical data and information and does NOT provide financial product advice or recommendations of any nature whatsoever, and accordingly does not hold, nor is required to hold, an Australian Financial Services Licence (AFSL). Any financial services provided hereunder are provided to you by LTT only and by your third party broker.

| SCHEDULE 1 | LEARN TO TRADE PTY LIMITED | SMART CHARTS SOFTWARE PTY LTD terms and conditions as stated below or at https://austterms.smartchartsfx.com/#auseula |
|---|---|--|
| <p>1. DEFINITIONS 1.1 In these terms and conditions:-</p> | <p>"Balance" means the Programme Price less any amount You have paid towards it; "Company Training Account" means a sub account of LTT's proprietary trading account with its appointed preferred broker, that is traded under this arrangement by You for a share of the profit, if any; "CTA Opening Balance" means the account value at opening date; "Courses" means the applicable Courses included in the Programme Content "Deposit" means 20% of the total Programme Price paid; "Enrolment Date" – the date on which you enter into these terms and conditions "Intellectual Property Rights" means patents, trademarks, service marks, designs, copyrights, database rights, design rights, applications for registration of any of the foregoing and the right to apply for them and all rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered; "LTT", "we" or "us" means Learn to Trade Pty Ltd ABN 99 138178542 "LTT Strategies" or "SmartCharts Strategies" means the LTT strategies provided in your training and/ or the SmartCharts Software. "Materials" means any teaching materials and other materials used, created, or distributed by LTT in connection with the Courses; "Momentum Mentoring" means access to one-to-one Mentoring sessions with an LTT coach "New Net Profit" means profit You make through your CTA over and above the opening balance "Payment Plan" means any payment plan to pay the Programme Price as identified as such on your invoice sent following payment of your Deposit; "Preferred Broker" means the broker who provide LTT with the Company Trading Accounts (which may change at our discretion). Profit Share means share of profit on the CTA arising from your trading as defined below. Any profit share paid to you shall be a rebate of fees you have paid to LTT for Your Programmes "Programme Content" means the Digital Content available to you during the Programme Period and as described either on Page 1 of the Panda Document, or in the schedule below or on the email or welcome letter in which these T&Cs were included ; "Programme Period" means the period set out together with the Programme Content "Programme Price" means the total amount paid for the Programme as specified</p> | <p>"Account Information" means Subscriber's name, account numbers, passwords, customer numbers and other information necessary for Subscriber's access to and use of the Services. "Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity, where "Control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity. "Applicable Law" means each law, enactment, order, regulation, regulatory policy and mandatory or generally recognised industry code of conduct or guidelines in any applicable jurisdiction relating or applicable to a party or any of its activities. "Approved Third Party Application" means a third party software application approved by the vendor of that application for use in conjunction with the Services and made available by SmartCharts as part of the Services. "Customer Account" means Subscriber's subscription account with SmartCharts in relation to the Services, including identifying the particular Services to which Subscriber has subscribed. "Data" means contact details including name, postal address, email address, telephone number, "Data Provider Fees" means Fees charged by the Data Providers for their content which is passed on by SmartCharts to Subscriber. Data Provider Fees may also incur an additional SmartCharts administrative Fee. "Data Providers" means third parties providing data to SmartCharts or its Affiliate for distribution to Subscribers, including, but not limited to, stock exchanges. "Default" means the occurrence of any of the following events: (i) Subscriber fails to pay any amount when due; (ii) any Data Provider revokes Subscriber's right to receive the applicable Services or directs SmartCharts to discontinue Services to Subscriber; (iii) Subscriber fails to comply with any of the terms and conditions herein; or (iv) breach by Subscriber of any other duty or obligation or any default or negligence of Subscriber in connection with or in relation to the subject matter hereunder. "Direct Access Broker" is given the meaning ascribed to it and clause 7.vii below (Liability). "Fees" means all the applicable or potential fees disclosed herein or otherwise agreed from time to time. "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights (including copyright in software), trademarks, service</p> |

| | | |
|--|--|---|
| | <p>on your invoice and with the Programme Content</p> <p>"Recordings" include still images, video, and audio recordings;</p> <p>"Risk Guidelines" means the document containing risk guidelines as provided to delegates from time to time.</p> <p>"Risk Manager" means an appointed LTT risk manager;</p> <p>"SmartCharts Software" – means a paid subscription service charged separately to access a data feed for the strategies online the terms and conditions in the right hand column "You" means the customer who has entered into these terms and conditions affirmed by your electronic signature.;</p> <p>"Working Day" means a day other than a Saturday, a Sunday, or a bank holiday in New South Wales.</p> | <p>marks, trade, business and domain names, IP addresses, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.</p> <p>"Materials" means all documents, information and materials provided or made available by or on behalf of SmartCharts to Subscriber or its representatives relating to the Services, including any software documents, manuals, reports, know-how, instructions, guidance, response to queries, support, processes, training materials, brands, logos, designs, software and tools and any other Intellectual Property Rights, in each case in all languages, formats, and media throughout the world.</p> <p>"Premium Services" means the Premium Services offered by SmartCharts and/or third parties (e.g., additional coaching or a third-party add-on), which include enhanced information and operates in conjunction with the other Services.</p> <p>"Premium Service Fees" means Fees applicable to Premium Services, which are in addition to the base Service Fees.</p> <p>"Real-Time Information" means the processing and transmission of data and information that is initiated by SmartCharts in "real time" upon receipt of a Request from Subscriber, subject to processing requirements, transmission methods, facilities, and Subscriber equipment.</p> <p>"Request" means those orders that Subscriber may make electronically regarding modifications to Subscriber's Customer Account, including, but not limited to, requests for additional Services, Service cancellation and Customer Account cancellation.</p> <p>"Service Facilitators" means any (i) third party software provider that makes its software technology available to facilitate linkage between the Services and any Direct Access Brokers, futures commission merchants or any other entity providing online order execution services; (ii) third party software provider that makes its software and technology available to Subscriber and through which the Subscriber can use the Services; (iii) third party software provider that makes its software and technology available to Subscribers to be used in conjunction with the Services and/or Data, but which are not part of the Services provided by SmartCharts; or (iv) any third party providing products or services that may be accessible by Subscriber through the System, but which are not part of the Services.</p> <p>"Service Facilitator Product" means any products or services provided by a Service Facilitator to the Subscriber. Subscriber acknowledges that it will need to agree to separate terms of the Service Facilitator in respect of the Service Facilitator Product.</p> <p>"Service Fees" means any fees charged by SmartCharts related to the Services (exclusive of administrative Fees, Software Product Fees, Data Provider Fees and Premium Service Fees).</p> <p>"Services" means the services offered by SmartCharts on the System, including any and all Data and other financial, commentary, and news related data and other services and information offered by SmartCharts (and/or its Affiliate) and, if applicable together with any related services provided by or through SmartCharts and/or Affiliate including support services, training, manuals, documentation or related materials, and</p> |
|--|--|---|

| | | |
|--|---|--|
| | | <p>communication, transmission or delivery services offered by or through SmartCharts. The Services exclude all products, services and other offerings of Service Facilitators and Direct Access Brokers.</p> <p>"SmartCharts", "SC", "we", "our" or "us", means SmartCharts Pty Ltd ABN 62 602 459 414</p> <p>"SmartCharts Software" means all software related to the System and the software used by SmartCharts to provide the Service, including SmartCharts' proprietary software and software that is provided to SmartCharts by third parties (other than Service Facilitators).</p> <p>"SmartCharts Subscription" means the ongoing monthly licence fee to the software for webinars with a trader, a strategy scanner, 5 strategies, built in news and trading journal.</p> <p>"Software Partner" means any third party providing an Approved Third Party Application.</p> <p>"Software Product Fees" means any fees (i) separately charged by SmartCharts for an Approved Third Party Application; and/or (ii) charged by a Service Facilitator in respect of a Service Facilitator Product which is to be collected by SmartCharts from Subscriber on behalf of a Service Facilitator.</p> <p>"Subscriber" means the individual registering for a Customer Account and who is bound hereunder.</p> <p>"Subscribers Read Only Trading Account Information" means Subscribers historical live trading information from a Direct Access Broker Account;</p> <p>"System" means SmartCharts' computer and software platform on and from which the Services are provided, including all applications (desktop and mobile), programs, source code, object code, hardware, systems and equipment.</p> <p>"Taxes" means all applicable taxes.</p> |
| <p>2. THE PROGRAMME CONTENT</p> | <p>2.1 In exchange for payment of the Programme Price, You shall be entitled to The Programme Content.</p> <p>2.2 We reserve the right to deliver The Programme Content via Smart Charts Software E-Learning section, webinars and group chat (you will require the applicable Smart Charts Subscription in order to access The Programme Content in Smart Charts, please refer to the terms and conditions of this subscription on the right</p> <p>2.3 You have from the date of this Agreement until the expiry of your Programme to book and complete the Programme Content and Momentum Mentoring.</p> <p>2.4 It is a condition of most Programmes that in order to book your coaching sessions you must have a subscription to Smart Charts and you must share a Direct Access Broker, live trading journal showing your historical live trades with your Trader Mentor.</p> <p>2.5 Your use of the Programme Content is personal to you and may not be transferred without our prior written consent.</p> <p>2.6 You are assumed to have read and understood our Financial Services Guide prior to utilising our services. The current version can be accessed</p> | <p>(i) Subscriber undertakes to SmartCharts that it shall not: (a) make any use of the Services other than as permitted hereunder; (b) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or otherwise make the Services available to any third party; (c) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System; (d) attempt to modify, duplicate, create derivative works from, republish, transmit, or distribute the Data in any form or media or by any means; (e) make any copies of the Data except to the extent reasonably necessary for the Permitted Purpose and for purposes of back up and disaster recovery; (e) remove, amend, add to or otherwise tamper with any trade marks, identifiers, notices, legends or disclaimers added by, or on behalf of, SmartCharts; (f) use the Services in any way in a manner or for a purpose that violates any Applicable Law; and/or (g) access, store, distribute or transmit any viruses or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive or causes damage or injury to any person or property.</p> <p>(ii) Subscriber acknowledges and agrees that notwithstanding any other provision hereunder: (a) SmartCharts' ability to grant Subscribers rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by</p> |

| | | |
|--|---|---|
| | <p>anytime at ASIC-Regulated Advice: Derivatives & Forex Learn Forex & Currency Trading Learn To Trade (learntotradegroup.com)</p> <p>2.7 We reserve the right to alter Programme Content times, dates and delivery if it is necessary to do so for reasons beyond our reasonable control. If as a consequence of our alteration you are unable to attend, we will provide you with an opportunity to reschedule.</p> <p>2.8 We further reserve the right to alter the structure and content of the Programme Content at our discretion without liability to you provided that the changes do not fundamentally alter the nature of the Programme Content.</p> <p>2.9 We reserve the right at our discretion to exclude any Student from the Programme Content (or any part thereof) for any reason in our absolute discretion.</p> <p>2.10 If you have lodged a complaint with us, and are not satisfied with our response, you are entitled to refer the matter to the Australian Financial Complaints Authority ("AFCA") (of which we are a member). AFCA (www.afca.org.au) can be contacted by mail at GPO Box 3, Melbourne, VIC 3001 or by telephone on 1800 931 678 or by email at info@afca.org.au. You may also lodge a complaint with your State's consumer complaints tribunal. Learn Forex details are spelt out in the AUSFX welcome letter and include 2 day introductory Learn FX webinar and a third day of live trading plus three coaching sessions. You require an active subscription to Smartcharts.</p> <p>2.11 Both Forex Fast track and Stock Fast Track include a specific webinar completion of which is a prerequisite for a CTA with opening balance of A\$10,000 with profit share of fee rebate to include up to A\$5,000 of credit towards further programmes which credit may be refunded in cash. For the avoidance of doubt if you attend and complete one Forex Fast Track Webinar and one Stock Fast Track Webinar you will be eligible for two (2) \$10,000 accounts. However, if you purchase further Fast Track Programmes (Forex or Stocks) you will not be entitled to any further accounts.</p> <p>2.12</p> | <p>SmartCharts pertaining thereto remaining in full force and effect during the term of this arrangement; (b) in the event that SmartCharts' rights, titles, licenses, permissions or approvals pertaining to the Services are varied, cancelled, terminated, rescinded or not renewed, Subscribers' rights to use the affected portions of the Services shall automatically terminate upon written notice by SmartCharts, and SmartCharts shall not have any liability for such termination; (c) these Terms & Conditions are subject to any requirements of the Data Providers and Software Partners under SmartCharts' agreements with such Data Providers and Software Partners, including such additional financial and contractual requirements as may be imposed by such Data Providers and Software Partners from time to time; (d) SmartCharts may be obligated to disclose the existence of this arrangement to certain Data Providers and Software Partners, which disclosure may result in, among other things, the imposition on Subscriber of additional financial and contractual obligations by such Data Providers and Software Partners.</p> <p>(iii) Use of the Services on multiple devices at the same time with a single user name, password or similar identifier is strictly prohibited. Subscribers are only permitted to access the System from one device at a time per subscription.</p> <p>(iv) Subscriber acknowledges and agrees that SmartCharts is not responsible for and shall have no liability in respect of any acts or omissions of Data Providers, Service Facilitators, Software Partners or any other third-parties; Approved Third Party Application, Service Facilitator Product or any other third-party software, third party hardware, or communication method or delay or interruption; adverse impact on the Services in connection with the acts and omissions referenced herein.</p> <p>(v) SmartCharts reserves the right at any time to add or delete Data from the Services as it deems appropriate to service all of its Subscribers; or suspend, withdraw, change or add to any part of the Services. SmartCharts has the right to suspend Services for the purposes of maintenance, repair, upgrade or any other purpose that it reasonably deems appropriate.</p> <p>(vi) Subscriber shall be solely responsible for procuring and maintaining any necessary equipment, network connections and telecommunications links to enable the Services to be provided and Subscriber shall be responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its equipment, network connections or telecommunications links or caused by the internet.</p> <p>(vii) SmartCharts shall not be responsible for the compatibility or reliability of equipment, systems or software used in conjunction with the Services, whether owned by Subscriber or supplied to Subscriber by third parties.</p> <p>(viii) If there has been any breach of any part of this section or any other unauthorised acts or omissions in relation to the Services, without prejudice to any other right or remedy SmartCharts may have, SmartCharts may suspend availability of the Services until the breach or unauthorised act or omission has been remedied; and/or charge the Subscriber for an amount equal to the fees SmartCharts would have charged if such act or omission had been authorised; and/or terminate this arrangement forthwith.</p> <p>(ix) Subscriber agrees to keep complete and accurate books, records and related documentation concerning Subscriber's use of the Services. During the term of this arrangement and for a period of three (3) year period after the termination of this</p> |
|--|---|---|

| | | |
|------------------------------------|---|--|
| | | <p>arrangement (howsoever caused), SmartCharts, the Service Facilitators, the Software Partners and/or the Data Providers shall have the right, during normal business hours and upon at least 24 hours' notice to Subscriber, to audit the books, records and documentation, and audit the manner of use of and access to the Services by Subscriber, in each case to confirm Subscriber's compliance with any part of these Terms & Conditions. The costs of such audit shall be borne by the auditing party unless such audit reveals a material variance in the use of and access to the Services from the use and access contemplated by these Terms & Conditions, in which case Subscriber shall pay to the auditing party all Fees and charges relating to the unauthorised use of the Services discovered during such audit and all reasonable audit expenses incurred by the auditing party.</p> |
| <p>3. PRICE AND PAYMENT</p> | <p>3.1 The full amount of the Programme Price is due on your Enrolment Date, unless agreed otherwise via an instalment payment plan.</p> <p>3.2 For an instalment payment plan a minimum Deposit of 20% of the Programme Price is payable on your Enrolment Date. You will receive an invoice setting out the agreed dates of future payments.</p> <p>3.3 The instalment plan must not exceed three equal instalments over a period of 90 days which add up to the total amount of the Programme Price payable and each instalment is payable at least once in each 30 day period. Interest on overdue Programme Price will accrue on a daily basis from the date payment is due and payable until the date of payment at a rate of 4% above the NAB Bank Ltd business finance base rate.</p> <p>3.4 Failure to make payment of the remaining balance within the approved time will result in the forfeiture of your deposit.</p> <p>3.5 The Programme Price relates to The Programme Content only and not the Company Training Account which is subject to the terms and conditions at clause 4. For the avoidance of doubt, Subject to Clause 10, if you do not qualify for the Company Training Account you will not be entitled to a refund of the Programme Price.</p> <p>3.6 Subject to Clause 10, You will not be entitled to any refund of the Programme Price if You fail to book and/or complete and/or use the Courses or Momentum Mentoring or any other elements of The Programme within the Programme Period.</p> <p>3.7 If You are unable to use any Courses, Re-Sit or Momentum Mentoring that You have booked, You shall provide 48 hours' notice in writing. Any rescheduling shall be at our sole discretion and subject to availability.</p> <p>3.8 In signing this Agreement, You hereby authorize SmartCharts PTY Ltd to debit the Deposit and the Balance from the credit or debit card provided on the dates agreed as detailed on your invoice and instalment payment plan.</p> <p>3.9 If you fail to pay the Programme Price, in accordance with this Agreement we reserve the right to pass your unpaid account to a 3rd Party Collections Agency.</p> <p>3.10 If You fail to pay the Programme Price in full at least 24 hours prior to the day You are scheduled to attend Your first Course we reserve the right to refuse your participation.</p> | <p>(i) In consideration of the Services provided or to be provided to Subscriber (including Services which Subscriber may elect to receive in the future), Subscriber shall pay the applicable Fees to SmartCharts in accordance with the provisions hereunder.</p> <p>(ii) All Fees are due in advance. Service Fees (and Premium Service Fees applicable to the Services) for any partial month shall be prorated on a thirty (30) day per month basis.</p> <p>(iii) All Data Provider Fees payable to SmartCharts in connection with new subscriptions shall be due and payable in advance for the full calendar month, regardless of when the Services begin during such month.</p> <p>(iv) Data Provider Fees applicable to new content added by existing Subscribers shall be payable in advance, pro-rated on a thirty (30) day per month basis from the date such content is added; thereafter, such Data Provider Fees shall be due and payable in advance commencing with the Subscriber's next billing cycle.</p> <p>(v) SmartCharts may also invoice Subscriber on behalf of the Service Facilitators for the products and services offered by such Service Facilitators in conjunction with the Services.</p> <p>(vi) SmartCharts reserves the right to charge Administrative Fees from time to time.</p> <p>(vii) SmartCharts also reserves the right to pass on to the Subscriber any additional third party costs and fees where incurred following a Request from Subscriber.</p> <p>(viii) Subscriber hereby authorises SmartCharts to use the credit card information furnished by Subscriber to SmartCharts for purposes of fulfilling Subscriber's payment obligations hereunder. Subscriber further represents and warrants that the credit card information provided to SmartCharts (including, but not limited to, card number, expiration date and card holder's name) is valid in all respects and lawfully authorised for use, and that such credit card belongs to Subscriber or has been authorised for use by Subscriber by the valid cardholder ("Subscriber's Credit Card"). Upon expiration of the Subscriber's Credit Card, Subscriber shall notify SmartCharts of a valid replacement credit card and all relevant information pertaining to the new credit card.</p> <p>(ix) SmartCharts reserves the right to make continuous attempts, using the Subscriber Credit Card details provided, to collect any due fees. Access to Services (including content provided by third parties through the System (regardless of any additional Premium Service Fees that may have been paid for that element of the Service)) will be restricted until all outstanding amounts are paid. SmartCharts shall not be liable for such restrictions in Services and no credit or pro rata adjustments for such restricted periods will be due to Subscriber.</p> |

| | | |
|--|--|---|
| | | <p>(x) All Fees are subject to change at any time upon thirty (30) days prior notice. Subscriber agrees to pay any increases in applicable Fees, plus applicable Taxes. For Monthly Subscriptions, Fee changes will take effect at the beginning of Subscriber's next billing cycle; such changes shall not apply to Annual Subscriptions or Bi-Annual Subscriptions until their respective contract roll dates.</p> <p>(xi) All invoices/statements will be deemed correct and final unless disputed in good faith for reasonable cause in writing by Subscriber within ten (10) days after the invoice/statement date. Any such dispute must be raised in writing setting out the element disputed and providing full details of the reason of the dispute. All correspondence regarding disputed invoices/statements must include Subscriber's name, address and telephone number. All correspondence should be sent to info@smartchartsfx.com. All amounts of the invoice/statement that are not in dispute shall be fully paid. For any good faith disputes, the parties will endeavour to resolve the dispute in good faith within ten (10) days of the written notice and any payment of the disputed sum shall be made promptly after expiry of such period.</p> <p>(xii) Any pricing discounts that may be offered for "bundled Services" (i.e., subscriptions to multiple specified Services) may be extinguished in the event Subscriber cancels a Service included in the bundled offer. In such event, pricing will automatically revert to SmartCharts then current pricing structure.</p> <p>(xiii) Except to the extent expressly set forth herein regarding Service Fees, all Fees are non-refundable.</p> <p>(xiv) Unless expressly stated otherwise, all Fees are exclusive of any and all applicable Taxes. Subscriber is responsible for any Taxes.</p> <p>(xv) Without prejudice to any other rights and remedies available to SmartCharts, SmartCharts shall be entitled to charge Subscriber interest under applicable legislation on any overdue amount hereunder, accruing on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment and compounding every 30 days.</p> <p>(xvi) If Subscriber fails to pay any fees, charges or payments due in accordance herewith, we reserve the right to pass your account to a 3rd party collections agency.</p> <p>(xvii) In an Annual Subscription, Subscribers sign up for one (1) or more years of Services, and all Service Fees are paid in full in advance. Subscriber can only terminate an Annual Subscription by giving SmartCharts notice of cancelation 30 days prior to the renewal date in writing to enrolment@smartchartsfx.com. All Annual Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term unless terminated in accordance herewith.</p> <p>(xviii) In a Bi-Annual Subscription, Subscribers sign up for 6 (continuous) months of Services, and all Service Fees are paid in full in advance. Subscriber can only terminate a Bi- Annual Subscription by giving SmartCharts notice of cancelation 30 days prior to the renewal date in writing to enrolment@smartchartsfx.com. All Bi-Annual Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term unless terminated in accordance herewith.</p> <p>(xix) In a Quarterly Subscription, Subscribers sign up for 3 (continuous) months of Services, and all Service Fees are paid in full in advance. Subscriber can only terminate a Quarterly Subscription by giving SmartCharts notice of cancelation 30 days prior to the renewal date in writing to enrolment@smartchartsfx.com. All Quarterly</p> |
|--|--|---|

| | | |
|---|--|--|
| | | <p>Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term unless terminated in accordance herewith.</p> <p>(xx) In a Monthly Subscription, Subscribers sign up for Services on a month-to-month basis, and all Fees are due monthly in advance. Subscriber can only terminate a Monthly Subscription by giving SmartCharts notice of cancelation 30 days prior to the renewal date in writing to enrolment@smartchartsfx.com. All Monthly Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term unless terminated in accordance herewith.</p> <p>(xxi) Subscribers may reactivate previously cancelled Services (if then available) at any time, subject to payment in full of at least one (1) month of applicable Fees and any past due balance remaining on the Customer Account. Reactivated Services are not eligible for any promotions that may otherwise apply to new Subscribers to such Services.</p> <p>(xxii) SmartCharts may from time to time offer free trial periods of certain Services to eligible Subscribers. These Terms & Conditions shall apply during any free trial periods, and Data Provider Fees and Taxes may apply. Any free trial period of the Services offered via a Service Facilitator is subject to automatic termination after (30) days.</p> <p>(xxiii) Subscriber agrees that SmartCharts is entitled to receive and may retain for its own use and benefit in addition to the Fees, any remuneration agreed to be payable by any third party in connection with Subscriber's use of the Services, including any technology software linkage between the Services and any Direct Access Brokers.</p> |
| <p>4. COMPANY TRAINING ACCOUNT ("CTA")</p> | <p>A CTA is intended to help you develop your trading skills and confidence. The CTA you may receive is a sub-account of our primary account with our broker and is subject to this clause 4 and that broker's terms and conditions which can be found here https://www.capitalindex.com/files/document/72/1698768206_CapitalIndexGlobalTCsMay21v4.pdf relevant at the time the CTA account is opened and which will be provided to you upon qualification. The terms and conditions may be amended from time to time.</p> <p>ELIGIBILITY CRITERIA</p> <p>In order to receive a CTA you must meet the following minimum criteria depending on which Programme you have acquired. Some programmes have no CTA</p> <p>4.1.1 :In all Programmes You must have paid the Programme Price in full and be in your Programme Period to be eligible to receive your CTA.</p> <p>4.1.2 Some Programmes require you to attend relevant training</p> <p>Some Programmes require you to have an active subscription to Smartcharts</p> <p>4.2 ACCOUNT OPERATING RULES FOR ALL CTAs</p> <p>4.2.1 If you receive a CTA, you must comply with the terms and conditions set forth below and the Direct Access Broker terms and conditions.</p> <p>4.2.2 The Opening Balance may be a mix of cash and/or margin and you</p> | |

| | | |
|--|--|--|
| | <p>will be provided with logins enabling you to trade this CTA. The account may operate on that broker's live, demo or other server.</p> <p>4.2.3 If you have received a CTA you must comply with the operating rules set out herein or instructions otherwise advised to You from time to time, and you acknowledge that your continued holding of the CTA and eligibility for profit payments at clause 4.3 is dependent on your ongoing compliance with these rules and the Direct Access Broker terms and conditions.</p> <p>4.2.4 If you receive a CTA, you agree to trade it consistently with the Strategies and trading risk management disciplines you will be learning at LTT or as otherwise approved in writing by the Risk Manager. For the avoidance of doubt this excludes trading using any signals provided in the Ideas tab of SmartCharts.</p> <p>4.2.5 Your CTA will only include FX products. If your Programme Content includes other products such as Stocks, Indices and Commodities ("SIC") you must first complete the training on these products before you may be eligible to have these products included on the CTA. Once you have completed the training you can apply to the risk manager to have those products added. The decision to add additional products is at the sole discretion of the risk manager. Once approved you may be required to adhere to additional terms and conditions to trade the additional products on the CTA.</p> <p>4.2.6 You must attend all of your coaching sessions included with your Programme Content within the Programme Period.</p> <p>4.2.7 Your CTA will operate with a leverage of 25:1.</p> <p>4.2.8 You will place at risk no more than 2% of your account balance on any one trade.</p> <p>4.2.9 You must always have an appropriate stop loss for each trade.</p> <p>4.2.10 Trading using the 'Ideas Tab' in SmartCharts is not permitted.</p> <p>4.2.11 If your account balance exceeds 125% of your CTA Opening Balance or if your New Net Profit takes your account balance to 125% of your CTA Opening Balance then you must not place at risk more than 0.5% of your account balance on any single trade and you must not have more than 5 open trades at any one time (combined 2.5% risk). Each trade cannot be on the same currency pair, commodity, stock or index with a maximum ratio on reward to risk of 3:1 and is applicable to all tradable products on SmartCharts.</p> <p>4.2.12 You may not lose more than 5% of your account opening balance.</p> <p>4.2.13 We may deem an activity as Scalping if an Order or Trade on your CTA has any of the below characteristics or as determined by our direct access broker and its rules and is applicable to any financial instrument traded via your CTA:</p> <p>4.2.13.1 The Trade is opened and closed within Three (3) minutes (i.e. the</p> | |
|--|--|--|

| | | |
|--|--|--|
| | <p>Order for the closing Trade follows the Order for the open trade in three (3) minutes or less)</p> <p>4.2.13.2 An opposing Trade is placed within three (3) minutes of another Trade being opened thus creating a fully or partially hedged position (also known as a "locked position"); or</p> <p>4.2.13.3 The Order for opening or closing the Trade is placed on a latent price.</p> <p>4.2.14 We do not provide spreads and liquidity to enable Scalping and will deem any instance of Scalping to be a Manifest Error. Scalping is considered a breach of your Terms and Conditions and we may act reasonably and in good faith and in our sole discretion to:</p> <p>4.2.14.1 Immediately terminate your account and access to our servers;</p> <p>4.2.14.2 Void any Trade (i.e., treat the Trade as if the Trade had never taken place), which was part of Scalping activity;</p> <p>4.2.14.3 Close any Trade on the basis of our then and current process which was part of any scalping activity;</p> <p>4.2.14.4 Amend any trade, so that it is as it would have been if the Order was executed in the absence of Scalping</p> <p>4.2.15 We can exercise the above rights even if you have entered into (or refrained from entering into) arrangements with third parties relating to the relevant Trade and even if you may suffer a trading loss as a result.</p> <p>4.2.16 You must not, intentionally, or unintentionally, place trades that take advantage of errors in the accounts, such as inaccuracies in displayed prices or delays in their updates.</p> <p>4.2.17 You must not execute trades using an external or slow data feed</p> <p>4.2.18 You must not perform gap trading (by opening trades during scheduled major global news, macroeconomic events, or corporate reports, or earnings that may affect the relevant financial market for trading financial instruments.</p> <p>4.2.19 You must not perform trades that are inconsistent with the way trading is typically carried out in the forex or any other financial market. This includes but is not limited to;</p> <p>4.2.19.1 Opening positions with sizes that are noticeably larger than those of your other trades</p> <p>4.2.19.2 Opening positions with numbers that are noticeably smaller or larger than those of your other trades</p> <p>4.2.20 You must avoid any activities that may cause financial or other harm to the broker such as over leveraging, over exposure, making one sided bets or account rolling.</p> <p>4.2.21 If you breach any operating rule or instruction otherwise provided by us or our broker, your CTA will be automatically suspended and reviewed by the Risk manager who may recommend you undertake further coaching. If the Risk manager is satisfied that you are able to continue, your CTA will be reactivated subject to the sole discretion of the Risk manager based on their review.</p> | |
|--|--|--|

| | | |
|--|---|--|
| | <p>4.2.22 Any money including the opening balance that we place in your CTA belongs to us. You shall have no rights in or to such money other than the ability to use it to trade, while your CTA remains open and operational, in accordance with these Terms & Conditions. Should your account be closed or deactivated, You shall be entitled to your profit share of any New Net Profit but shall have no right to any other monies in that account, which shall remain the property of us.</p> <p>4.2.23 You are prohibited from topping up your CTA using your own cash, however you may add funds to your personal broker account.</p> <p>4.2.24 You acknowledge that funds cannot be withdrawn from the CTA, nor can it be closed by You.</p> <p>4.2.25 We reserve the right to access your CTA at any time, in order to perform risk management due diligence on your activities.</p> <p>4.2.26 You herewith indemnify us in respect of any costs incurred as a direct consequence of your breach of these Terms & Conditions.</p> <p>4.3 PROFIT SHARING AND INVOICING</p> <p>4.3.1 Subject to your compliance with clause 4.2 and the Direct Access Broker terms and conditions if the CTA's balance is above the opening balance at the end of a calendar quarter, you will be eligible to receive a rebate on the Programme Price course fees you have previously paid to LTT, up to the equivalent of 80% of that profit (your "Profit Share") above the opening balance ("New Net Profit").</p> <p>4.3.2 The remaining 20% profit will be retained by LTT and the CTA's balance returned to the opening balance for the next calendar quarter. If the CTA's balance is below the opening balance at the end of the calendar quarter there will be no change to that balance, and no fee rebate.</p> <p>4.3.3 If, at the end of any calendar quarter, your account stands in profit (i.e. You have made New Net Profit) You may claim your Profit Share. This is only applicable to closed trades and does not include any open P&L.</p> <p>4.3.4 To claim your Profit Share, You must submit an invoice to us at the end of the calendar quarter. We will retain the remaining 20% of the New Net Profit.</p> <p>4.3.5 After You have received payment of your first invoice you will be eligible to compound future profits made on your CTA subject to the written consent of the Risk Manager.</p> <p>4.3.6 You may with that approval accrue New Net Profits for up to a maximum period of 12 months at which time you must submit an invoice to us for the full amount of your Profit Share on such accrued and accumulated New Net Profits. We will always take out our 20% of New Net Profit at the end of each calendar quarter.</p> <p>4.3.7 We may at our sole discretion and on our Risk Manager's advice</p> | |
|--|---|--|

| | | |
|--|--|---|
| | <p>offer a second CTA.</p> <p>4.3.8 Where rebates paid exceed 100% of the fees paid to us, we may, at our sole discretion, introduce you to an associated entity to contract you to trade our proprietary funds on similar terms under a separate legal agreement for which you will require an ABN.</p> <p>4.4 TERMINATION</p> <p>4.4.1 The CTA may be terminated immediately if:</p> <p>4.4.1.1 you cancel your subscription to SmartCharts Software</p> <p>4.4.1.2 your CTA is dormant for more than 60 Working Days</p> <p>4.4.1.3 you breach these terms and conditions or the terms and conditions of the Direct Access Broker</p> <p>4.4.1.4 it is required by law or regulation</p> <p>4.4.1.5 the CTA balance falls 5% or more below the opening balance at any time,</p> <p>4.4.1.6 your trading is insufficiently risk managed in the sole opinion of the Risk Manager;</p> <p>4.4.1.7 rebates paid exceed 100% of the fees paid to LTT,</p> <p>4.4.2 On the expiry of your Programme Period, if your CTA is active, you will be required to have a review session with a trader coach. If you do not attend the review session your CTA may be closed without further notice.</p> <p>4.4.3 When your CTA is closed any New Net Profit owing to you (being your Profit Share of any such Net New Profit) will be paid to you within 30 Working Days unless the CTA is revoked for any of the reasons set out at clause 4.4.1.1 – 4.4.1.8</p> <p>4.4.4 In the event your account is closed for a breach of 4.4.1.1 – 4.4.1.8 above or if required by law or regulation, any New Net Profit (including any Profit Share) will be void and excluded from any profit payment to you.</p> | |
| <p>5. INTELLECTUAL PROPERTY</p> | <p>5.1 We shall have sole title and ownership of all Intellectual Property Rights in the Materials or Recordings or created in the provision of any of its services.</p> | <p>(i) Subscriber shall take all reasonable precautions to safeguard access to the Services, including protecting against unauthorised access.</p> <p>(ii) Subscriber shall ensure that confidential information (which includes but is not limited to Account Information, any confidential information concerning the business, affairs, customers, clients or suppliers of SmartCharts (including information learnt and all Materials)) is kept secure and confidential and shall not disclose, use or copy such details to any other person except where it may be required by law, court order or any governmental or regulatory authority or agreed in writing with SmartCharts in advance of such disclosure. Information shall not be deemed confidential where it is or becomes generally available to the public (save by breach of any duty of confidence) or in respect or which the parties agree in writing is not confidential or may be disclosed.</p> <p>(iii) Subscriber shall not allow any other person to use the Account Information. If, in SmartCharts' reasonable opinion, it suspects that Subscriber has disclosed its Account Information to any third party, without prejudice to any other remedy, SmartCharts</p> |

| | | |
|----------------------------------|--|---|
| | | <p>may suspend or terminate access to the Services without any liability.</p> <p>(iv) Subscriber accepts responsibility for the confidentiality and use of all Account Information and all Requests placed through or under Subscriber's Account Information. All Requests received by SmartCharts will be deemed to have been received from, and with the authorisation of Subscriber. All Requests shall be deemed to be made at the time received by SmartCharts and in the form received.</p> <p>(v) Subscriber shall notify SmartCharts immediately if Subscriber becomes aware of any (a) loss, theft or unauthorised use of Subscriber's Account Information; (b) failure by Subscriber to receive an electronic message that a Request initiated by Subscriber has been received and/or executed (Subscriber must provide SmartCharts with a current e-mail address and notify SmartCharts of any changes); (c) failure by Subscriber to receive accurate confirmation of a Request or its execution within five (5) business days after submitting the Request; or (d) receipt of confirmation or electronic message of a Request that Subscriber did not place, or any similarly inaccurate or conflicting report or information.</p> <p>(vi) SmartCharts is not responsible in the event Subscriber suffers any loss or damage following any third party use or misuse of the Account Information.</p> |
| <p>6. CONFIDENTIALITY</p> | <p>6.1 You agree to keep all information, information learnt, and Materials received during the Programme Content ("Confidential Information") strictly confidential.</p> <p>6.2 You agree not to disclose to third parties, reproduce, transmit, adapt, disseminate, distribute, load, post, transmit, store in a retrieval system, sell, modify, or republish or otherwise use any of the Confidential Information without our prior written consent, other than for the lawful purposes set out in the Copyright Act 1986 (Cth).</p> <p>6.3 You acknowledge that the Materials contain Confidential Information and trade secrets belonging to LTT and you further acknowledge and agree that LTT owns the copyright and Intellectual Property Rights in relation to the Confidential Information.</p> <p>6.4 This clause shall not apply in relation to information that (other than by breach of any duty of confidence) has come into the public domain; is obtained from a third party or was already known to the receiving party before these Terms and Conditions were entered into; or is required to be disclosed by order of a court of competent jurisdiction.</p> | <p>(i) Subscriber shall take all reasonable precautions to safeguard access to the Services, including protecting against unauthorised access.</p> <p>(ii) Subscriber shall ensure that confidential information (which includes but is not limited to Account Information, any confidential information concerning the business, affairs, customers, clients or suppliers of SmartCharts (including information learnt and all Materials)) is kept secure and confidential and shall not disclose, use or copy such details to any other person except where it may be required by law, court order or any governmental or regulatory authority or agreed in writing with SmartCharts in advance of such disclosure. Information shall not be deemed confidential where it is or becomes generally available to the public (save by breach of any duty of confidence) or in respect or which the parties agree in writing is not confidential or may be disclosed.</p> <p>(iii) Subscriber shall not allow any other person to use the Account Information. If, in SmartCharts' reasonable opinion, it suspects that Subscriber has disclosed its Account Information to any third party, without prejudice to any other remedy, SmartCharts may suspend or terminate access to the Services without any liability.</p> <p>(iv) Subscriber accepts responsibility for the confidentiality and use of all Account Information and all Requests placed through or under Subscriber's Account Information. All Requests received by SmartCharts will be deemed to have been received from, and with the authorisation of Subscriber. All Requests shall be deemed to be made at the time received by SmartCharts and in the form received.</p> <p>(v) Subscriber shall notify SmartCharts immediately if Subscriber becomes aware of any (a) loss, theft or unauthorised use of Subscriber's Account Information; (b) failure by Subscriber to receive an electronic message that a Request initiated by Subscriber has been received and/or executed (Subscriber must provide SmartCharts with a current e-mail address and notify SmartCharts of any changes); (c) failure by Subscriber to receive accurate confirmation of a Request or its execution within five (5) business days after submitting the Request; or (d) receipt of confirmation or electronic message of a Request that Subscriber did not place, or any similarly</p> |

| | | |
|----------------------------|---|---|
| | | <p>inaccurate or conflicting report or information. (vi) SmartCharts is not responsible in the event Subscriber suffers any loss or damage following any third party use or misuse of the Account Information.</p> |
| <p>7. LIABILITY</p> | <p>7.1 LTT shall have no liability if they are prevented from or delayed in performing their obligations by acts, events or omissions beyond their control including, without limitation strikes, failure of transport network, national emergency, war, terrorism, acts of god, civil commotion, malicious damage, compliance with any law or regulation, fire, flood, storm, or default of contractors. If LTT is prevented from performing its obligations under these Terms and Conditions for a period of 90 days or more, LTT shall on request refund the Programme Price Paid.</p> <p>7.2 Under no circumstances, including negligence, will LTT be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business loss or damage such as loss of profits or anticipated savings. Where liability cannot be excluded, LTT's liability shall be limited to an amount equal to the amount of Programme Price paid by you to Smart Charts Pty Ltd.</p> | <p>(i) The Services are provided on an "as is" basis. Neither SmartCharts, the Data Providers, the Service Facilitators, the Software Partners nor any officer, director, employee, agent, representative or Affiliate thereof make any warranty of merchantability, fitness for a particular purpose or use, or any warranty on the completeness, accuracy or quality of the Services (including, but not limited to, information access, accuracy of trade signals generated by our proprietary strategies, risk sizing calculations etc). Subscriber recognises that the accuracy of the information should be checked before Subscriber relies on it. News stories reflect only the author's opinion and not that of SmartCharts.</p> <p>(ii) SmartCharts shall not be liable to Subscriber or any other third parties, in contract, tort (including negligence), misrepresentation or otherwise arising in connection with these Terms & Conditions, for any loss or damage (including, without limitation, any consequential loss) arising directly or indirectly from Subscriber's use of the Materials.</p> <p>(iii) Subscriber acknowledges and agrees that SmartCharts disclaims all liability and responsibility for, and that neither SmartCharts, the Data Providers, the Service Facilitators, the Software Partners nor any officer, director, employee, agent, representative or Affiliate of any of the foregoing shall have any liability, whether direct, contingent or otherwise, for any delays, interruptions, errors, omissions, malfunctions, or inaccuracies in the Services, or for any decision made or action taken by Subscriber in reliance upon the Services, or for any interruption, delay, damage or corruption of any Data, information, or any other aspect of the Services.</p> <p>(iv) Subscriber understands and agrees that any material downloaded, or otherwise obtained by or through the Services, is done at Subscriber's own discretion and risk and that Subscriber will be solely responsible for any damages to Subscriber's computer system or loss of Data that results from the download of such material.</p> <p>(v) Subscriber expressly understands and agrees that SmartCharts disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of the Services. SmartCharts disclaims any responsibility for the deletion, failure to store, misdelivery or untimely delivery of any of the Services. SmartCharts disclaims any responsibility or liability for any harm resulting from downloading or accessing any Data, information or material through the Services, including, without limitation, for harm caused by viruses or similar contamination or destructive features.</p> <p>(vi) Subscriber acknowledges and agrees that neither the Services nor any of the information obtained by or through the Services are intended to supply investment, financial, tax or legal advice nor do they constitute a recommendation or endorsement. Subscriber is responsible for its own decision making. SmartCharts offers no advice regarding the nature, potential value, or suitability of any particular security, transaction, investment or investment strategy. Subscriber acknowledges and agrees that the use of the Services and information, and any decisions made in reliance upon the Services and information, are made at Subscriber's own risk.</p> <p>(vii) Any online order execution services Subscriber may utilise in connection with the</p> |

| | | |
|--|--|---|
| | | <p>Services are provided by independent broker-dealers and similar entities (collectively, "Direct Access Brokers") and not by SmartCharts. In order to utilise such services, Subscriber must have an existing account with a Direct Access Broker or subsequently establish an account with a Direct Access Broker. SmartCharts is not a Direct Access Broker. The Direct Access Broker Subscriber selects is solely responsible for its services to Subscriber and Subscriber agrees that neither SmartCharts, the Data Providers, the Service Facilitators nor any officer, director, employee, agent, representative, or Affiliate of any of the foregoing shall be liable for any damages or liability of any type whatsoever arising out of or in any way connected with Subscriber's use of such services, including, but not limited to, trading losses and delays, interruptions, errors, omissions, or malfunctions in respect to the orders transmitted by Service Facilitators or Data distributed by Data Providers.</p> <p>(viii) In addition, Subscriber acknowledges that SmartCharts may collect information about Subscriber's trading activity for use solely in administering SmartCharts' relationship with the Direct Access Broker. Subscriber agrees that SmartCharts does not arrange any dealing in financial products by Subscriber that Subscriber may initiate through an online order execution service provided by Direct Access Brokers utilised through a software link that Subscriber uses in connection with the Services. Subscriber acknowledges that SmartCharts, is not a broker or investment adviser and that SmartCharts and its agents have not represented to Subscriber that a profit can be made from any investment activity whatsoever. Any investment examples cited by SmartCharts, are for illustration purposes only and are not recommendations. Any decision to invest in any finance or investment product is made solely by Subscriber, and SmartCharts and its agents have no liability to Subscriber in respect of any such activities or the consequences thereof. Subscriber should consider seeking advice from a regulated financial adviser or stockbroker should Subscriber wish to make investments.</p> <p>(ix) No action, regardless of form, arising from or pertaining to these Terms & Conditions may be brought by subscriber more than one (1) year after such action has accrued.</p> <p>(x) Subscriber's maximum recovery for any damages arising out of or related to these Terms & Conditions, regardless of the form of action that imposes liability, whether in contract, tort (including negligence) or otherwise, shall be limited to and not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the lesser of: (i) the amount of the Service Fees (including Premium Service Fees applicable to SmartCharts' products) under these Terms & Conditions for the most recent twelve (12) months prior to the time such liability arose; and (ii) two thousand dollars (AUD\$2,000).</p> <p>(xi) Neither SmartCharts, nor any of the Data Providers, Service Facilitators or Software Partners nor any of their respective officers, directors, employees, agents, representatives or Affiliates shall be liable for any loss resulting from any interruption and/or delay due to any cause over which such entities do not have direct control, including, but not limited to, acts of God, acts of any government, terrorism, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, power failures, equipment failure, industrial or labour dispute and SmartCharts' performance under this arrangement shall be excused for the duration of any such event.</p> |
|--|--|---|

| | | |
|--|--|---|
| | | <p>(xii) SmartCharts may from time to time have agreements with third party software providers that make their technology available to SmartCharts to facilitate linkage between the Services and any Direct Access Brokers or any other entity providing online order execution services. Such access arrangements may be varied or terminated by SmartCharts or by the third party software providers without notice to Subscriber. Subscriber acknowledges that SmartCharts does not act as Subscriber's agent in any transactions using online trading services accessed through the Services. The Direct Access Broker Subscriber selects is solely responsible for its services to Subscriber, and Subscriber agrees that SmartCharts is not responsible for, and shall not be liable for any damages or costs of any type whatsoever arising out of or in any way connected with Subscriber's use of such services.</p> |
| <p>8. WARRANTIES & ACKNOWLEDGEMENTS</p> | <p>8.1 We warrant that our services will be provided with reasonable care. We do not make any other promises or warranties about our services.</p> <p>8.2 Save for fraudulent representations, we shall not be liable for any warranties or representations unless they are set out in these Terms and Conditions. All advertising material and all prior representations are hereby superseded by these Terms and Conditions except for any terms agreed in writing between you and us. These Terms & Conditions contain the entire understanding between you and us and may not be modified unless in writing and signed by you and a director of LTT.</p> <p>8.3 You hereby agree and acknowledge that:</p> <p>8.3.1 Any decision to invest in any financial or investment product is made by you alone. You must use a licensed financial adviser or broker should you wish to make investments. We do not recommend any specific investments.</p> <p>8.3.2 The Programme Content and Materials are for educational purposes only.</p> <p>8.3.3 Any transaction or market information provided by us to you ("Investment Examples") is provided as general information for educational and illustrative purposes only and does not constitute and cannot be relied upon as a recommendation to trade. We make no representation, warranty, or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and you rely on such information at your sole risk. Price information pertaining to the Investment Examples is subject to market changes.</p> | <p>(i) The Services are provided on an "as is" basis. Neither SmartCharts, the Data Providers, the Service Facilitators, the Software Partners nor any officer, director, employee, agent, representative or Affiliate thereof make any warranty of merchantability, fitness for a particular purpose or use, or any warranty on the completeness, accuracy or quality of the Services (including, but not limited to, information access, accuracy of trade signals generated by our proprietary strategies, risk sizing calculations etc). Subscriber recognises that the accuracy of the information should be checked before Subscriber relies on it. News stories reflect only the author's opinion and not that of SmartCharts.</p> <p>(ii) SmartCharts shall not be liable to Subscriber or any other third parties, in contract, tort (including negligence), misrepresentation or otherwise arising in connection with these Terms & Conditions, for any loss or damage (including, without limitation, any consequential loss) arising directly or indirectly from Subscriber's use of the Materials.</p> <p>(iii) Subscriber acknowledges and agrees that SmartCharts disclaims all liability and responsibility for, and that neither SmartCharts, the Data Providers, the Service Facilitators, the Software Partners nor any officer, director, employee, agent, representative or Affiliate of any of the foregoing shall have any liability, whether direct, contingent or otherwise, for any delays, interruptions, errors, omissions, malfunctions, or inaccuracies in the Services, or for any decision made or action taken by Subscriber in reliance upon the Services, or for any interruption, delay, damage or corruption of any Data, information, or any other aspect of the Services.</p> <p>(iv) Subscriber understands and agrees that any material downloaded, or otherwise obtained by or through the Services, is done at Subscriber's own discretion and risk and that Subscriber will be solely responsible for any damages to Subscriber's computer system or loss of Data that results from the download of such material.</p> <p>(v) Subscriber expressly understands and agrees that SmartCharts disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of the Services. SmartCharts disclaims any responsibility for the deletion, failure to store, misdelivery or untimely delivery of any of the Services. SmartCharts disclaims any responsibility or liability for any harm resulting from downloading or accessing any Data, information or material through the Services, including, without limitation, for harm caused by viruses or similar contamination or destructive features.</p> <p>(vi) Subscriber acknowledges and agrees that neither the Services nor any of the information obtained by or through the Services are intended to supply investment,</p> |

| | | |
|--|--|---|
| | | <p>financial, tax or legal advice nor do they constitute a recommendation or endorsement. Subscriber is responsible for its own decision making. SmartCharts offers no advice regarding the nature, potential value, or suitability of any particular security, transaction, investment or investment strategy. Subscriber acknowledges and agrees that the use of the Services and information, and any decisions made in reliance upon the Services and information, are made at Subscriber's own risk.</p> <p>(vii) Any online order execution services Subscriber may utilise in connection with the Services are provided by independent broker-dealers and similar entities (collectively, "Direct Access Brokers") and not by SmartCharts. In order to utilise such services, Subscriber must have an existing account with a Direct Access Broker or subsequently establish an account with a Direct Access Broker. SmartCharts is not a Direct Access Broker. The Direct Access Broker Subscriber selects is solely responsible for its services to Subscriber and Subscriber agrees that neither SmartCharts, the Data Providers, the Service Facilitators nor any officer, director, employee, agent, representative, or Affiliate of any of the foregoing shall be liable for any damages or liability of any type whatsoever arising out of or in any way connected with Subscriber's use of such services, including, but not limited to, trading losses and delays, interruptions, errors, omissions, or malfunctions in respect to the orders transmitted by Service Facilitators or Data distributed by Data Providers.</p> <p>(viii) In addition, Subscriber acknowledges that SmartCharts may collect information about Subscriber's trading activity for use solely in administering SmartCharts' relationship with the Direct Access Broker. Subscriber agrees that SmartCharts does not arrange any dealing in financial products by Subscriber that Subscriber may initiate through an online order execution service provided by Direct Access Brokers utilised through a software link that Subscriber uses in connection with the Services. Subscriber acknowledges that SmartCharts, is not a broker or investment adviser and that SmartCharts and its agents have not represented to Subscriber that a profit can be made from any investment activity whatsoever. Any investment examples cited by SmartCharts, are for illustration purposes only and are not recommendations. Any decision to invest in any finance or investment product is made solely by Subscriber, and SmartCharts and its agents have no liability to Subscriber in respect of any such activities or the consequences thereof. Subscriber should consider seeking advice from a regulated financial adviser or stockbroker should Subscriber wish to make investments.</p> <p>(ix) No action, regardless of form, arising from or pertaining to these Terms & Conditions may be brought by subscriber more than one (1) year after such action has accrued.</p> <p>(x) Subscriber's maximum recovery for any damages arising out of or related to these Terms & Conditions, regardless of the form of action that imposes liability, whether in contract, tort (including negligence) or otherwise, shall be limited to and not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the lesser of: (i) the amount of the Service Fees (including Premium Service Fees applicable to SmartCharts' products) under these Terms & Conditions for the most recent twelve (12) months prior to the time such liability arose; and (ii) two thousand dollars (AUD\$2,000).</p> <p>(xi) Neither SmartCharts, nor any of the Data Providers, Service Facilitators or Software</p> |
|--|--|---|

| | | |
|--------------------------------|--|---|
| | | <p>Partners nor any of their respective officers, directors, employees, agents, representatives or Affiliates shall be liable for any loss resulting from any interruption and/or delay due to any cause over which such entities do not have direct control, including, but not limited to, acts of God, acts of any government, terrorism, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, power failures, equipment failure, industrial or labour dispute and SmartCharts' performance under this arrangement shall be excused for the duration of any such event.</p> <p>(xii) SmartCharts may from time to time have agreements with third party software providers that make their technology available to SmartCharts to facilitate linkage between the Services and any Direct Access Brokers or any other entity providing online order execution services. Such access arrangements may be varied or terminated by SmartCharts or by the third party software providers without notice to Subscriber. Subscriber acknowledges that SmartCharts does not act as Subscriber's agent in any transactions using online trading services accessed through the Services. The Direct Access Broker Subscriber selects is solely responsible for its services to Subscriber, and Subscriber agrees that SmartCharts is not responsible for, and shall not be liable for any damages or costs of any type whatsoever arising out of or in any way connected with Subscriber's use of such services.</p> |
| <p>9. RELEASE</p> | <p>9.1 You hereby consent to LTT, their agents, authorised independent contractors or their nominees making Recordings during the Programme Content and acknowledge that you may be included in any such Recordings and that you will not be given any payment for their use.</p> <p>9.2 You hereby acknowledge that the Recordings are the exclusive property of LTT and LTT is the exclusive copyright owner. You shall have no claim, right or interest to any of the Recordings and you hereby grant permission to LTT to use any of said reproductions in any responsible manner, in whole or in part, individually or in conjunction with other materials, in any medium and for any purpose whatsoever, including, but not limited to, promotional materials and commercial purposes for the full duration of the copyright in the Recordings including any extensions or renewals of the copyright term and grant LTT the right if LTT so chooses to use your name in connection with any of the foregoing. You further hereby waive any right to inspect or approve the Recordings or their use (including without limitation any text which may accompany the Recordings).</p> <p>9.3 Nothing herein will constitute any obligation on behalf of LTT to make any use of the Recordings.</p> <p>9.4 You may not make any Recordings during the Event(s) without our prior written permission.</p> | <p>(i) Subscriber shall defend, indemnify and hold harmless SmartCharts, the Data Providers, the Service Facilitators, the Software Partners and their respective officers, directors, employees, agents, representatives and Affiliates from and against any and all claims, losses, liabilities, costs, and expenses (including, but not limited to, reasonable legal fees) arising from or relating to: (a) Subscriber's use of the Services; (b) Subscriber's breach or violation of these Terms & Conditions; or (c) Subscriber's infringement of any third-party's Intellectual Property Rights or privacy rights.</p> <p>(ii) By using the Services, Subscriber hereby releases SmartCharts, the Data Providers, the Service Facilitators, the Software Partners and their respective officers, directors, employees, agents, representatives and Affiliates from any and all claims, demands, debts, obligations, damages costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that Subscriber may have against them arising out of or in any way related to Subscriber's use and reliance on the Services.</p> |
| <p>10. CANCELLATION</p> | <p>10.1 Subject to its various clauses, including 10.3 below, You may cancel these terms and conditions on or before the 14th day from your Enrolment Date (the "Cancellation Period") by e-mailing info@learntotrade.com.au with the subject 'Cancellation' If you cancel within this 14 day period your Programme Price, will be refunded to you. Cancellation or termination of these terms and conditions after fourteen days shall not affect Your obligation to pay the Programme</p> | <p>(i) SmartCharts may immediately terminate the arrangement in whole or in part (which includes all or any Services under the same Customer Account) or otherwise restrict, terminate, suspend or cancel any Service or any part at any time without liability on giving notice to Subscriber in the following circumstances:</p> <ul style="list-style-type: none"> - In the event of Subscriber's Default, including (without limitation) Subscriber's failure to pay any Fees by their due date. (ii) If Subscriber is insolvent or takes formal steps to commence its liquidation or |

| | | |
|---------------------------|--|--|
| | <p>Price and we shall not be liable to refund any part of the Programme Price paid</p> <p>10.2 You acknowledge and agree that the Programme Content for which the Programme Price is paid contains Digital Content and that You will be deemed to have used such Digital Content when you first access any part of the The Programme Content, including but not limited to the Programme specific webinar, Induction and Orientation, beginners bootcamp and the Daily Webinars.</p> <p>10.3 If you use the Programme Content during the first 14 days of these terms and conditions You consent to the immediate supply of the Programme Content and acknowledge that any and all amounts you have paid will thereafter become non-refundable and You will lose any right You may have had to cancel the Agreement and claim a refund.</p> <p>10.4 By accessing the digital content via Smart Charts Software or otherwise you will be deemed to reconfirm your agreement to clause 10.3. You may be asked this via a digital 'waiver to the right to refund' consent page.</p> <p>10.5 .</p> <p>10.6 If you fail to attend the Courses as scheduled without our prior written consent you will not be entitled to a refund of any part of the Programme Price. You further note that where there are multiple elements to be provided within a Course, that you are unable to cancel any individual aspect of the Course or seek partial refunds.</p> <p>10.7 If your cancellation notice is approved your refund will be processed within 30 days.</p> <p>10.8 Save as set out above, cancellation or termination of this arrangement shall be without prejudice to any rights which have accrued prior to such date.</p> <p>10.9 Where applicable re-sits of all courses are subject to availability. You may only book one re-sit per Course at a time.</p> | <p>bankruptcy or makes or proposes any arrangement with its creditors or the appointment of a receiver or similar officer in respect of its assets or any steps to commence an insolvency process or any analogous event or proceeding in any other jurisdiction.</p> <p>(iii) At SmartCharts' discretion (without any cause) upon giving at least five (5) days written notice to Subscriber.</p> <p>(iv) Immediately on notice at SmartCharts' discretion (without any cause) if SmartCharts, in its opinion, considers that the continuation of the Service to Subscriber may harm the interests of SmartCharts in any way.</p> <p>(v) If any of the Data furnished by a Data Provider and utilised in the Services is no longer available in a manner that is compatible with the System.</p> <p>(vi) In the event Subscriber is using an Approved Third Party Application, upon any termination of or material variation to SmartCharts' Terms & Conditions with the Software Partner providing the Approved Third Party Application.</p> <p>(vii) If a Software Partner or Service Facilitator requests that SmartCharts terminates this arrangement.</p> <p>(viii) Subscriber may terminate this arrangement or any Service by giving the minimum notice of cancellation in writing as set out herein. Such termination must be in writing and emailed to SmartCharts at enrolment@smartchartsfx.com, although certain Services may also be cancelled by Subscriber electronically through the System.</p> <p>(ix) Upon termination (howsoever caused) of any part or any Service all accrued and unpaid Fees applicable to such Service shall become immediately due and payable. SmartCharts may at its discretion apply any unpaid balance to any other active Customer Account held by Subscriber; and Subscriber's rights in relation to the terminated part will cease, and Supplier shall immediately stop using such Services, including the Data, and will promptly delete or destroy all copies it may have of any Data, Materials or any of SmartCharts' Intellectual Property Rights (including all hard copy and soft copy versions), including purging such materials from Subscriber's computer systems and destroying any copies. Upon request, Subscriber shall produce written certification confirming that this section has been complied with.</p> <p>(x) Except in an event of Default, upon termination of Subscriber's Customer Account or partial termination of this arrangement due to acts of Data Providers, SmartCharts shall refund to Subscriber any prepaid Service Fees or Premium Service Fees for which Subscriber has not received corresponding Services. The amount of such refund shall be pro-rated based on the number of days during which Subscriber has already received Services, based upon a thirty (30) day month. Other than the refund of prepaid Fees for Services not received, in the event of termination by SmartCharts as herein provided, neither SmartCharts nor the Data Providers shall have any liability to Subscriber in connection with such termination. No Fees shall be refunded in the event of termination by SmartCharts due to Subscriber's Default.</p> <p>(xi) The termination of the arrangement or any part (howsoever caused), shall not affect the rights and obligations of the parties that have accrued prior to termination or those clauses which are intended to continue or take affect after termination which shall survive the termination.</p> |
| <p>11. PRIVACY</p> | <p>11.1 In order to provide you with our services, we need to collect personal information about you and obtain your agreement in relation to the handling of such personal information. If you do not provide the requested information or agree to the information handling practices detailed in these Terms & Conditions, we</p> | |

| | |
|---|--|
| | <p>may be unable to provide the services outlined in these Terms & Conditions to you.</p> <p>11.2 As part of our services, we may provide your contact details to certain affiliates or third party providers of complementary services from time to time, unless you notify us in writing that your consent to this is withdrawn. You shall ensure that all information provided to us is accurate and up to date at all times. Any changes must be advised to us as soon as practicable.</p> <p>11.3 We have systems and processes in place to address privacy requirements, and can provide you with a Privacy Statement should you require further information about our information handling practices or you can access our Privacy Policy on our website at https://learntotradegroup.com/asic-regulated-advice-derivatives-forex/</p> <p>11.4 You authorise us to collect, use, store or otherwise process any personal information which enables us to provide and/or improve our services. This may, on occasion, require the disclosure of personal information to our related entities, agents, and service providers, and to organisations located in countries which do not have comparable laws to protect your information.</p> <p>11.5</p> |
| <p>12. STATUTORY CONSUMER GUARANTEES</p> | <p>12.1 These Terms & Conditions set out the full extent of LTT’s and/or SmartCharts’ obligations and liabilities in respect of or in connection with the Services. Except as expressly stated herein, any other conditions, warranties, representations or other terms that may have been expressly given or which might otherwise be implied into, or incorporated in, these Terms & Conditions whether by statute, common law or otherwise, are all excluded to the fullest extent permitted by Applicable Law. These Terms & Conditions do not affect any applicable statutory rights. However, if such rights apply, the liability of LTT and/or SmartCharts will be limited to the supply of the Services again, to the extent possible.</p> |
| <p>13. GOVERNING LAW</p> | <p>13.1 These Terms & Conditions are governed by and construed in accordance with the laws of New South Wales, and the parties submit to the non- exclusive jurisdiction of the courts and tribunals in that State.</p> |
| <p>14. MISCELLANEOUS</p> | <p>14.1 We reserve the right to change or modify any and all of the terms of the arrangement upon notice to You. Your use of the Services following any such change or modification constitutes Your express agreement to be bound by these Terms & Conditions as so changed or modified.</p> <p>14.2 No failure or delay by a party to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>14.3 All communications relating to these Terms & Conditions shall be in writing and delivered by electronic mail to the party concerned at the relevant email address. Any such communication shall take effect at the time of transmission (and receipt of confirmation). Where You are more than one person, any notice or other communication provided by LTT or SmartCharts to one such person shall be deemed to have been provided to all such person. We may also communicate by posting notices that may be viewed through our services, systems or websites, as applicable from time to time.</p> <p>14.4 These Terms & Conditions (including any documents incorporated herein by reference) constitute the entire understanding between the parties with regard to its subject matter and supersedes any and all prior discussions, representations and agreements, oral or written. Each party acknowledges that in entering into this arrangement, it has not relied on and shall have no right or remedy in respect of any statement, representation (save for any fraudulent misrepresentation) assurance or warranty (whether made negligently or innocently) other than as expressly set out herein.</p> <p>14.5 Should any provision herein be held to be void, invalid, unenforceable or illegal by a court, such provision shall be severed without effect to the remainder of the provision, and shall be valid and enforceable to the extent permitted by Applicable Law.</p> <p>14.6 You may not assign, sub-license, sub-contract or otherwise transfer any of Your rights or obligations hereunder, by operation of law or otherwise without prior written consent of LTT/SmartCharts (as applicable).</p> <p>14.7 We reserve the right to assign, sub-contract or sub-licence their rights and obligations hereunder which shall be binding upon their successors and assigns. Notices by LTT/SmartCharts to You/Subscriber may be delivered to the postal or email address currently recorded for You/Subscriber in our records. You/Subscriber hereby expressly consent to electronic delivery of notices hereunder. It is the responsibility of You/Subscriber to keep Your /Subscriber's email address current at all times.</p> <p>14.8 Except as otherwise provided herein, all written notices shall be given by You/Subscriber to LTT/SmartCharts in the English language by e-mail to e-mail address provided.</p> <p>14.9 The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating an agency, partnership or joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever</p> |

DATE: 240501

| | |
|--|--|
| 15. PROGRAMMES" CONTENT AND DETAILS | |
|--|--|