

Terms of Use

Date: March 2022

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2.2 By using Forex Insiders, you represent to us that you are of the legal age of maturity in the jurisdiction in which you reside. You

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3.1 Various information which are generally available through or on Forex Insiders are obtained by the Forex Insiders trading algorithm and team by scanning for hundreds of different currency pairs with additional strategies from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers culminating in millions of possible trading ideas. Forex Insiders provides on average one general trading idea per day out of many, however their frequency is random. Some months will have a higher total of trading ideas than others, in extreme case, some months will have none. We will accept no liability whatsoever for the lack of ideas at any given time. Ideas are in no way tailored to your personal circumstances. Depending on your subscription Forex Insiders also provides you with the opportunity to follow trading ideas of a certain number of so-called "Forex Insiders Experts", as further defined under section 12. A Forex Insiders Expert is a trader who is eligible to publish his/her results and statistics publicly through Forex Insiders.

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- 4.8 You understand and acknowledge that there is a very high degree of risk involved in trading foreign exchange. FIBV, its affiliates, or their respective officers, directors, shareholders, employees and agents shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) arising out of or in connection with your use of Forex Insiders.

5. Forex Trading Risks

- 5.1 This clause does not give full disclosure of all the risks that are involved in trading in foreign exchange ("Forex"). There are a lot of factors that you have to consider when deciding whether to invest in or trade Forex.

Trading in Forex on margins entails high risk and is not suitable for everyone. Past performance is not an indication of future results. The use of leverage, particularly a high degree of leverage can act both against you and for you. Before you decide to invest or trade in foreign exchange, you should carefully assess your investment objectives, experience, financial possibilities and willingness to take risks. There is a possibility that you will lose your initial investment partially or completely. Therefore, you should not invest any funds that you cannot afford to completely lose. You should also be aware of all the risks associated with foreign exchange trading and contact an independent financial advisor in case of doubt.

Forex leverage enables traders, using a relatively small amount of money, to take a position that is many times the initial investment to enable larger earnings than would otherwise be possible. Conversely, the use of leverage makes it possible for a trader to lose most or all of its money with

relatively smaller changes in market prices. As such, you should consider that leverage can work equally both in your favor and to your detriment. The Forex market opens up the possibility to utilize this leverage effect to a high degree; at the same time, however, it also opens up the risk of experiencing high losses. Please trade with caution when you use leverage in trading or investing. Your risk is particularly not limited to the initial investment, but can quickly fall into a negative range in the event of strong movements, meaning you may be obligated to pay far more than your initial stake.

Trading delays can severely affect results. The ideas and results may vary depending on your time zone and we do not guarantee the timeliness of the ideas and results on Forex Insiders to enable you to make trades as and when you would like to. It is possible that by the time you receive the ideas, the data might have changed and moved in a different direction as well. So, you should use your own evaluation in deciding whether to trade when a fluctuation has occurred. The same thing applies for closing a trade as well.

FIBV will have no obligation to notify you and will not notify you when information contained in idea alerts changes. It should not be presumed that the methods, techniques, or indicators presented on Forex Insiders will result in profits or that they will not result in losses.

The Information given on Forex Insiders are for informative and educational purposes only. These setups are not recommendations to buy or sell. Risk reducing orders and strategies like stop loss orders or stop limit orders that aim at limiting the losses to some upper amount may not be effective.

Forex Insiders may contain certain historical and statistics information. The history and statistics available on Forex Insiders including those of Forex Insiders Experts, the trading ideas generated by

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5.2 You are fully aware of the trading risks set out in clause 5.1 and in particular that:

- there is a risk of losing money when trading in Forex and you assume complete responsibility for the profits or the losses that you make.
- foreign exchange trading activities involve significant risk of loss, including the potential to lose more than your initial investment. Such activity is not suitable for everyone and you should make sure you understand the risks involved, seeking independent advice if necessary.
- your trading results may vary depending on many factors. Because the risk factor is high in the foreign exchange market only genuine "risk" funds should be used in such trading. If you do not have the extra capital that you can afford to lose, you should not trade in foreign exchange. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.
- no representation is being made that you will or are likely to achieve profits or losses similar to those shown in Forex Insiders.
- you are aware and accept the risks arising from the copying the ideas of Forex Insiders and/or Forex Insiders Experts when using Forex Insiders and that past performance posted on Forex Insiders is not indicative of future results.

5.3 You agree and accept that your use of Forex Insiders is at your sole option, discretion and risk. In relation to your losses you shall have no claims whatsoever against FIBV or any of its partners or their respective directors, officers or employees.

6. Indemnity

6.1 You agree to indemnify and hold FIBV, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against FIBV by any third party due to or arising out of or in connection with your use of Forex Insiders or any willful misconduct on your part.

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7.1 To the extent permitted by law, in no event will FIBV, its shareholders, officers, employees and any third party, including Forex Insiders Experts be liable to you for any direct, indirect, consequential, exemplary, punitive, special or incidental damages, or any similar damage or loss, including but not limited to lost profits or revenues, loss of data, loss resulting from business interruption, business opportunities or any other loss in contract, tort or otherwise even if FIBV has been advised of the possibility of such damages. This includes any failure or interruption of Forex Insiders, or from any other cause relating to your access to or use of Forex Insiders.

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- 7.3 Any action concerning any dispute you may have with respect to Forex Insiders must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

8. Access to Forex Insiders

- 8.1 FIBV grants to you a non-exclusive, revocable, non-transferable, personal right to access and use Forex Insiders for non-commercial and educational purposes only, as permitted by the functionality of Forex Insiders (including to follow ideas from so called Forex Insiders Experts and any other information made available through Forex Insiders), in accordance with these Terms of Use.

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- 8.2 To access Forex Insiders, you will first need to set up an account via the Third-Party Store. The Third-Party Store shall redirect you to Forex Insiders. Login and access to Forex Insiders is handled via the Third-Party Store login portal. If required by law or regulation to carry out additional checks, we may ask for supplementary information post-registration in order to verify your identity. You are responsible for the accuracy of the registration information supplied to us in connection with your account and must update such information promptly in case of future changes. You are fully

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- 8.3 You must use all reasonable endeavors to prevent any unauthorized access to, or use of, Forex Insiders, and in the event of any such unauthorized access or use, as soon as reasonably practicable notify FIBV.
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- 8.5 FIBV may disable any account at any time and at FIBV's sole discretion, if you fail, in any material respect, to comply with any of the provisions of this Agreement. Notwithstanding the foregoing, FIBV reserves the right to stop providing ideas or any other services provided through Forex Insiders to any user for any reason that it might see fit and without any notice or explanation.
- 8.6 You shall indemnify and defend FIBV, its agents and contractors, from and against any and all losses, damages, claims, liabilities, and expenses (including reasonable lawyers' fees) arising out of any claim brought by a third party relating to your use of Forex Insiders.

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- 9.1 We respect your privacy. We will process the information we receive from you or otherwise hold about you in accordance with our Privacy Policy and Cookies Policy, which shall be considered an integral part of these Terms. You have the right to receive details of the personal information held by us. Please read it carefully.

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- 10.1 FIBV may have certain financial arrangements in place with the

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- 10.2 You agree that the payments for your subscription cannot be disputed on grounds of trading losses. If you do not cancel your subscription plan as set forth in the additional Third-Party Store terms and conditions, your account will be charged at the end of every billing cycle.
- 10.3 Unless otherwise expressly agreed, your registration with Forex Insiders is that of a normal user (i.e., not a Forex Insiders Expert) and this Agreement governs your relations with FIBV under this specific and sole capacity.

11. Education

- 11.1 The course materials provided on Forex Insiders, including but not limited to ebooks, videos and audio files and is for training purposes only. FIBV will not accept any responsibility to any party for the use of the course materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party. The receipt of an online course is personal to you, and you may not transfer your rights to access the course materials or provide an online course to any other person.
- 11.2 From time to time, FIBV may make modifications, enhancements or issue clarifications to the audiovisual, interactive or written online courses. You will have access to such changes free of charge.
- 11.3 FIBV expects you to take reasonable care to verify that the online course and course

materials in question will meet your needs. FIBV does not make any commitment to you that you will obtain any particular result from your use of the course materials or that you will obtain any success or profit in your trading performances based on the course materials. In no event shall FIBV have any liability for any losses incurred in connection with any decision made, action or inaction taken by you in reliance upon the course materials provided through Forex Insiders.

- 11.4 FIBV does not make any representation, guarantee or commitment to you that the course materials will be accurate or error free.
- 11.5 FIBV does not make any commitment that the course materials will be compatible with or operate with your software, hardware, internet bandwidth, or any issues on your end. You are liable for your own ability to process and use of the materials provided.
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12.2 The ideas expressed by Forex Insiders Experts on Forex Insiders are their own, and not that of FIBV or its management. FIBV does not guarantee the accuracy, adequacy or completeness of such ideas and makes no warranties and gives no assurances regarding the timeliness, reliability, or suitability of any ideas posted on Forex Insiders. FIBV is not responsible for any errors or omissions or for the results obtained from the use of such ideas. FIBV advises users to check with certified experts before taking any investment decision.

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- the Forex Insiders Experts neither are related to FIBV nor have they any professional certifications or titles with relation to financial markets;
- FIBV does not intervene in the content of the ideas produced by the Forex Insiders Experts;
- Forex Insiders Experts do not have access to and do not take into consideration any of the personal information or the position of the account of any of their respective followers;
- Forex Insiders does not customize your ability to access information posted by Forex Insiders Experts based on your personal information or circumstances.
- Monitoring and evaluation of the Forex Insiders Experts by FIBV takes place solely based on their past behavior and will in no case refer to their future behavior or to the achievement of future performance.

12.5 Although Forex Insiders publishes the ideas of the relevant Forex Insiders Expert(s), it is likely that significant different results arise compared to the Forex Insiders Expert's profits or losses with respect to their own trades, and the profits or losses that you achieve if you decide to follow the ideas of such Forex Insiders Expert.

12.6 FIBV does not guarantee that the use of Forex Insiders will have a positive result or a specific performance for you. Any reference to the performance of certain ideas, whether from Forex Insiders or Forex Insiders Experts, is related exclusively to the past and by accepting these terms you acknowledge that you are aware of such fact.

13. Prohibited Use of the Services

13.1 When using Forex Insiders, you must refrain from:

- permitting any third party to access your account. The Information on Forex Insiders is provided by us for the benefit of our users and as such you undertake not to enable deep linking or any other form of

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redistribution or reuse of the Information, to any non-authorized users;

- Interfering with, burdening or disrupting the functionality of Forex Insiders;
- Breaching security of Forex Insiders or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of Forex Insiders or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in Forex Insiders;
- Using datamining, robots, crawlers and similar technologies to collect and compile content from Forex Insiders or build a competitive product or service, or in such ways that may impair or disrupt Forex Insiders' functionality;
- distribute, display or perform publicly, make available to the public or communicate to the public, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of Forex Insiders or the services or any part thereof, in any way or by any means.

13.2 You acknowledge and agree that any violation of these restrictions or obligations is deemed to be a material breach of these Terms of Use. If we discover any such violation, we reserve the right to immediately terminate your account, temporarily or permanently and other legal actions may be taken to ensure compliance. This includes, but is not limited to, cease-and-desist warnings, court orders, injunctions, fines, damages relief, and so on.

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14.1 All rights, title and interest in and to Forex Insiders, and all information made available through Forex Insiders or our services, in all languages, formats, and media throughout the world, including without limitation, any ideas or/and other

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completeness, accuracy or existence of any advertising, service or other materials on, or available from, such Third-Party Sites. We provide these links as a convenience, and do not endorse the content or services offered by these Third-Party Sites.

15.4 Our decision to support an online broker for real-time trading is a function of the ease, stability and efficiency of the API it offers for trading. By no means do we endorse any broker nor have a partnership with them. We assume no responsibility for any decisions you take to create a merchant account with any of the brokers listed in Forex Insiders. If you decide to set up an account or use the services, free of charge or paid, to any of the companies mentioned in Forex Insiders, you will bear full responsibility for your actions and you are responsible for complying with all local laws, rules and regulations. You should perform your own due diligence before making a selection. FIBV encourages you to be aware when you leave Forex Insiders and to read the terms and conditions and privacy policy of each Third-Party Sites that you visit.

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16. Term of Services

16.1 Subject to the provisions below, FIBV shall continue to provide you access to Forex Insiders for as long as you are entitled to receive them pursuant to the Third-Party Store Terms and Conditions.

16.2 FIBV may, in its sole discretion and at any time, terminate these Terms of Use and stop providing Forex Insiders without liability, including if:

- a) you have breached any provision of the Terms of Use or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use; or
- b) FIBV is required to do so by law (for example, where the provision of Forex Insiders to you is, or becomes, unlawful); or
- c) the provision of Forex Insiders to you by FIBV is, in FIBV's opinion, no longer commercially viable.

17. Export Controls

17.1 Forex Insiders may be subject to the export control laws of, trading embargoes or other trading restrictions imposed by, the United States, Canada, United Kingdom, European Union and/or the United Nations. You acknowledge that none Forex Insiders may be accessed, used or otherwise exported or re-exported, directly or indirectly into any countries that are subject to U.S., UK, EU, United Nations or Canadian sanctions applicable to export or re-export of goods. You represent and warrant that you (i) are not located in a country that is subject to a U.S., UK, EU, United Nations or Canadian embargo, or that has been designated by U.S., UK, EU, United Nations or Canada as a terrorist-supporting country and (ii) are not listed on any list of prohibited or restricted parties, specially designated nationals, or blocked persons.

18. Changes to the Terms and Services

18.1 FIBV reserves the right to change these Terms of Use at any time. If you continue to use Forex Insiders after we post changes to these Terms of Use, you are signifying your acceptance of the new terms. You will always have access to our Terms of Use and will be able to check it at any time on your account profile under the section Legal Documents.

18.2 You recognize that FIBV is always innovating and finding ways to improve Forex Insiders with new features and

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services. Therefore, you agree that Forex Insiders may change from time to time, and without prior notice, including without limitation, the scope, design, layout, structure, specifications, "look and feel," navigation, features and other elements of Forex Insiders or any part thereof and no warranty, representation, or other commitment is given in relation to the continuity of any particular functionality or availability of Forex Insiders. We do not guarantee backward compatibility of our services and Application Programming Interface (API) in this case.

19. Entire Agreement

19.1 These Terms of Use constitute the entire agreement between you and FIBV with respect to the use of Forex Insiders and supersede all contemporaneous and prior agreements between us. You confirm that you have not relied on any representations made by FIBV or any other third party on its behalf that are not expressly set forth in the Terms of Use.

20. No Waiver

20.1 The failure of FIBV to exercise or enforce any right or provision of these Terms of Use, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or FIBV's right to act with respect to subsequent or similar breaches.

21. Governing Law

21.2 These Terms shall be governed by and interpreted according to the laws of the Netherlands without giving effect to any principles of conflicts of laws thereof. You agree to any disputes connected with the Terms of Use or the implementation thereof being decided by the competent court in Amsterdam, the Netherlands. Notwithstanding the foregoing, FIBV shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under these Terms of Use or any other agreement.

21.3 If any part of the Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible.

22. App Stores

22.1 To the extent permitted by applicable law, the following supplemental terms shall apply when accessing Forex Insiders through specific devices:

Apple

By downloading Forex Insiders from a device made by Apple, Inc. ("Apple") or from Apple's App Store, you specifically acknowledge and agree that:

These Terms govern the relationship between FIBV and you; Apple is not a party to these Terms.

The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install Forex Insiders on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.

Apple is not responsible for Forex Insiders or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to Forex Insiders.

In the event of any failure of Forex Insiders to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for Forex Insiders, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Forex Insiders.

Apple is not responsible for addressing any claims by you or a third party relating to Forex Insiders or your possession or use

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of Forex Insiders, including without limitation (a) product liability claims; (b) any claim that Forex Insiders fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third-party claim that Forex Insiders or your possession and use of Forex Insiders infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof.

22.2 Google Play

By downloading Forex Insiders from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("Google"), you specifically acknowledge and agree that:

to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of Forex Insiders that you download from Google Play, and you

hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by FIBV or you (or any other user) under these Terms or the Google Play Terms.

23. Contact

23.1 FIBV manages Forex Insiders from its head office in Amsterdam, the Netherlands.

If you have any observations, comments, suggestions or complaints you should contact via:

Forex Insiders B.V.
Piet Heinkade 55
1019 GM, Amsterdam
The Netherlands
E-mail: support@forexinsiders.com

24. USA-SPECIFIC TERMS OF USE

If you are a user of our services in the United States of America, the below terms are incorporated into these Terms, and override these Terms to the extent of any inconsistency.

We make no representations or warranties about the suitability, reliability, availability, timeliness, security, accuracy or completeness of Forex Insiders, data synched to or made available from Forex Insiders for any purpose. To the extent permitted by law, Forex Insiders is provided "as is" without warranty or condition of any kind. We disclaim all warranties and conditions of any kind, whether express, implied or statutory, with regard to Forex Insiders and any other services provided by us, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

If you are a California resident, you agree to waive California Civil Code Section 1542, and any similar provision in any other

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jurisdiction (if you are a resident of such other jurisdiction), which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to your release of any claims you may have against FIBV.

You irrevocably waive any and all right to trial by jury or to participate in a class action in any legal proceeding arising out of or relating to these terms or the transactions contemplated hereby.

These Terms shall be governed by and interpreted according to the laws of the State of New York without regard to any jurisdiction's choice of law rules. Both jurisdiction and venue for any litigation pursuant to these Terms shall be proper in the courts of New York.