

Terms of Service SPREADCHARTS

Effective from January 1st 2017

Issuance and publication of updated Terms of Service will automatically replace older versions.

These Terms of Service (TOS) apply to products and services (hereinafter referred to as the Content) provided by SpreadCharts s.r.o. (hereinafter referred to as the Company) to the person or legal entity (hereinafter referred to as the User), especially educational materials and information posted on website spreadcharts.com and software application on website app.spreadcharts.com. By using these services the user agrees with the TOS and agrees to abide by the rules therein.

1. Basic provisions

1.1. The Content provider is company SpreadCharts s.r.o., headquartered in Korunni 926/30, 120 00 Praha 2 - Vinohrady, Czech Republic, company #: 01909321, VAT #: CZ01909321, registered in the Companies Registry at the Municipal Court in Prague, section C, insertion 213146.

1.2. The User is an individual or legal entity that ordered or used Content provided by the Company.

2. Subject of the service

2.1. The service is a right of a User to access the Content in electronic form.

2.2. The Content is divided into two subsets. All the Content in designated member section under website spreadcharts.com (hereinafter referred to as the Paid Content) is accessible only to paying subscribers. All the other Content, namely the software app at app.spreadcharts.com and blog at spreadcharts.com/blog (hereinafter referred to as the Open Content) is openly accessible from the world wide web.

2.3. Some Paid Content may be in a form of electronic publications that are available for download in the member section on the website. The User acknowledges these publications are marked with unique, hidden string, that can identify the buyer of the publication. The string is randomly generated sequence of characters and doesn't contain any personal information. Only the Company is able to identify the buyer by matching the string with record in its internal database.

3. Access to the Content

3.1. User can freely access the Open Content for personal use only. Commercial use is allowed only upon written consent from the Company and is subject to the commercial license. User should contact the Company for details about the commercial license.

3.2. The User is granted access to Paid Content or paid publications for period specified in the order after the payment is made and funds are credited to the bank account of the Company.

3.3. After the period specified in 3.2. expires, the User cease access to the Paid Content, regardless of whether the User used the service or not.

3.4. User may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without prior written consent from the Company. User may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

4. Rights and obligations of the User

4.1. User has the right to use the Content in a scope defined by article 3.

4.2. User is obliged to test his internet connectivity prior to buying any Paid Content. Sufficient connection quality and hardware speed is a responsibility of the User.

4.3. In order to use the app, User must register at app.spreadcharts.com. In order to use the Paid Content, the User must register at spreadcharts.com website. Registration is free in both cases and is used to authorize access to the Content. The User agrees to receive technical, informational and advertising messages.

4.4. User agrees to abide by the rules specified in article 6 (Copyright).

4.5. In case of Paid Content, User has a right to withdraw from the contract within 14 days since the order was made, only if any Paid Content wasn't yet provided to the User. User loses the right to withdraw from the contract at the time of gaining access and using the Paid Content, in accordance with provisions §1837 article a,h,i and I Act 89/2012 Sb.

5. Rights and obligations of the Company

5.1. Company must set up User access rights to the Paid Content within 3 working days after the funds in a whole are credited to the Company's account.

5.2. Company has a right to prematurely terminate User's access to the Paid Content without compensation if the User infringes upon article 6 of these TOS.

5.3. Company can inform User about its other services or offers in a form of advertising by

using User's e-mail address and the User agrees with this. The Company is obliged to stop sending promotional messages to the User in the case he notify the Company by e-mail message.

5.4. In case of unavailability of the Paid Content, the Company is obliged to extend the access time to the Paid Content for the same amount of time the Paid Content wasn't available. Except the time extension as a compensation for the downtime, the User is not entitled to financial compensation or refund.

6. Copyright

6.1. Content is owned by the company or individuals who license their content to the Company. User is not allowed to spread or share the Paid Content with anybody else.

6.2. User acknowledges that access to the Content is not anonymous. The Company records IP address together with User's username of each access to the Content.

6.3. User agrees with personalization of the Paid Content. Safety features are an integral part of the Paid Content and, in the case of unauthorized sharing, can be used in possible court proceedings for damage reimbursement from violation of copyright law.

6.4. User agrees not to share the link address (URL) where the Paid Content is located with third party.

6.5. User agrees to safeguard his login credentials and prevent any third party from using his login to access the Content. If the User allows abuse of his login by a third party, he bears a full responsibility for any committed damage as if the damage was committed by himself.

7. Disclaimer

7.1. CFTC rule 4.41

Hypothetical or simulated performance results have certain limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profit or losses similar to those shown. All information on this website are for educational purposes only and are not intended to provide financial advice. Any statements about profits or income, expressed or implied, do not represent a guarantee. User's actual trading may result in losses as no trading system is guaranteed. User accept full responsibilities for your actions, trades, profit or loss, and agree to hold the Company and any authorized distributors of this information harmless in any and all ways.

7.2. Disclaimer regarding investment decisions and trading

Decisions to buy, sell, hold or trade in securities, commodities and other investments involve risk and are best made based on the advice of qualified financial

professionals. Any trading in securities or other investments involves a risk of substantial losses. The practice of "Day Trading" involves particularly high risks and can cause User to lose substantial sums of money. Before undertaking any trading program, User should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall the Company be liable for any loss or damage the User or anyone else incurs as a result of any trading or investment activity that User or anyone else engages in based on any information or material in the Content.

7.3. Disclaimer regarding Content

The Company cannot and does not represent or guarantee that any of the information available through the Content is accurate, reliable, current, complete or appropriate for User's needs. Various information available in the Content may be specially obtained by the Company from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers, who are believed to be sources of reliable information (collectively, the "Data Providers"). Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through the services and website are not and cannot be guaranteed by the Company.

7.4. Third party sites

The Content may include links to third party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. You agree that the Company shall not be held liable for any trading activities or other activities that occur on any website you access through links in the Content. The Company provides these links as a convenience, and do not endorse the content or services offered by these other sites.

8. Final provisions

8.1. User agrees with processing and storing of his personal data by the Company for purpose of business relationship between the Company and the User, according to the Act no. 101/2000 Sb. (personal data protection law). This consent is granted for duration of the business relationship with the Company, unless a special law define a longer period.

8.2. Should individual provisions of these TOS become invalid, the remaining provision stay in force. The resulting gap will be replaced by modification corresponding to the purpose and meaning of these TOS.

8.3. User understands that all information provided in the Content is intended for educational purposes only. The Company doesn't provide financial or investment advise. The Company is not a registered advisor, broker, dealer or representative of any regulatory authority. The Company doesn't publish analyses or recommendations regarding specific financial instruments. If any financial instruments, strategies, underlying assets or derivatives are mentioned anywhere in the Content, it's always and only for educational purposes. The Company or its representatives bear no responsibility for actions taken under influence of information published anywhere in the Content. There is a risk of substantial loss in futures trading.

8.4. These TOS and relationship between the User and the Company is governed by law of the Czech Republic. Any legal disputes between the Company and the User shall be settled at Municipal Court in Prague, Czech Republic.

8.5. Any communication between the Company and the User is done electronically via electronic mail (e-mail).