

KNIGHTSBRIDGE TRADING ACADEMY
LTD

TERMS AND CONDITIONS



Knightsbridge Trading Academy Ltd
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Terms of Service

Effective as of May 25, 2018

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If you are an employee, faculty member or student of a university, school or other entity or organization that has subscribed to the Services and Software, you are an "Authorised User"

(i) this Agreement is an agreement between you, individually, and KTA, and are responsible for your use of the Site, Services and Software.

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If you are an individual subscriber: In consideration for your acceptance of this Agreement, KTA grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site, the Services and the Software solely for your own personal purposes.

In addition, you may not:

a. copy, modify or create derivative works based on the Site, Services, Software or Documentation, or any portion(s) of any of the foregoing (individually and collectively, "KTA IP");





- b. distribute, transmit, publish or otherwise disseminate any KTA IP;
- c. download or store any KTA IP except to the extent explicitly permitted on the Site;
- d. transfer to any third party any of your rights under this Agreement
- e. access or use the Services, Software or KTA IP for the benefit of any third party
- f. access content or data not intended for you, log onto a server or account that you are not authorized to access, or otherwise violate or attempt to violate any security or authentication feature or measures of the Site, Software or Services;
- g. attempt to access or derive the source code or architecture of any Software;
- h. attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures of the Site, Software or Services (except with KTA express permission in connection with your participation in one of KTA security testing programs), and if you are blocked by KTA from accessing the Site, Software or Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
- i. interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code ("Malicious Code") to the Site or Services, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";
- j. email or otherwise transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable;
- k. automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- l. export or re-export any KTA IP;
- m. use or access any Services, Software or KTA IP in order to build a competitive product, service or solution;





n. violate any applicable law or regulations in connection with your use of the Site, Services or Software;

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Certain Services or Software (including Trading Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software ("Specific Terms"). In such cases, the applicable Specific Terms will be made available to you and your access to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

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Registration and security

By completing the registration process for any given Services, you are agreeing to subscribe to the selected Services, subject to the terms and conditions of this Agreement. You agree to provide KTA with accurate and complete registration information and to promptly notify KTA in the event of any changes to any such information.

You shall be solely responsible for the security and proper use of all user IDs, passwords or other security devices used in connection with the Site and/or the Services, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity. You shall immediately inform KTA if there is any reason to believe that a user ID, password or any other security device issued by KTA has or is likely to become known to someone not authorised to use it, or is being or is likely to be used in an unauthorised way. KTA reserves the right (at its sole discretion) to request that you change your password(s) in connection with the Services, and you shall promptly comply with any such request.





You are solely responsible for all activity in connection with access to the Site and/or Services through your account or using your password, and for the security of your computer systems, and in no event shall KTA be liable for any loss or damages relating to such activity.

Fees, payment, and trial memberships

If you have registered to use certain Services and/or Software on a trial basis, then you may use such Services and Software only for noncommercial evaluation purposes during the applicable trial period.

Your access to or use of the Services and/or Software shall be contingent upon your payment of all applicable fees as described on the Site at the time (“Fees”); unless you are an Authorised User.

Upon registering for Services, unless you are an Authorised User, you will be required to designate a valid credit card or WorldPay transaction. You hereby authorise KTA to charge to your designated account all Fees relating to the Services you select, and you agree to pay all such Fees in accordance with the applicable card member agreement or WorldPay terms and conditions.

KTA reserves the right to revise its Fees, including by increasing or adding new Fees, at any time on ten (10) days’ notice. Such notice may be sent to you by email to your most recently provided email address or posted on the Site or by any other manner chosen by KTA in its commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Site on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may cancel your subscription by following the “View cancellation instructions” link below.

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Free trial





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Termination and refund policy

This Agreement shall continue until you cancel your subscription or until terminated by KTA. You may cancel your subscription at any time. If you cancel after your subscription renewal date, you will not receive a refund for any amounts that have been charged. Your cancellation will be effective at the end of your then-current subscription period, subject to applicable law, and you may use the Services until your cancellation is effective (unless your access is suspended or terminated as set forth below).

KTA may deny you access to all or any part of the Services or terminate your account with or without prior notice if you engage in any conduct or activities that KTA determines, in its sole discretion, violate this Agreement or the rights of KTA or any third party, or is otherwise inappropriate. Without limitation, KTA may deny you access to the Services, or terminate this Agreement and your account, if your use of the Services exceeds the 30-day and 24-hour use limitations set forth under the section titled "License."

Upon termination of your account(s) for any reason, your right to use the Services and Software and to access the Site and any of its content will immediately cease and all content in your account(s) will be deleted. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

Except as may be expressly set forth herein, all Fees paid or accrued in connection with any Services are non-refundable, and KTA will not prorate any Fees paid for a subscription that is terminated before the end of its term.

The following applies only if you are an individual subscriber who registered for your paid subscription on or before January 11, 2018: Your subscription includes a 14-day money back guarantee. If you are dissatisfied with your subscription for any reason, you can receive a full refund of the subscription fees you paid if you cancel your subscription within 14 days of activation. This money back guarantee applies only to new individual subscribers who





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The Site, Software and Services may include products and services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that KTA may communicate with you regarding KTA and other entities by electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your mobile telephone number.

User Content

You are solely responsible for all text, documents or other content or information uploaded, entered or otherwise transmitted by you in connection with your use of the Services and/or Software ("User Content"). User Content includes, among other things, any mistakes contained in the content or information transmitted by you. KTA has no





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KTA reserves the right at any time to (i) change any information, specifications, features or functions of the Site, Services or Software, including any Trial, (ii) suspend or discontinue, temporarily or permanently, any or all of the Services or any Trial, including the availability of any feature, database or content, or (iii) impose limits on certain features and Services or restrict access to parts or all of the Services, including any Trial, in each case with or without prior notice and without any liability to you or any third party. KTA will use its commercially reasonable efforts to notify you of changes to the Services and/or Software that, in KTA reasonable opinion, have the effect of materially and adversely diminishing the functionality of the Services to which you have subscribed.

KTA may from time to time update or revise this Agreement. If KTA updates or revises this Agreement, KTA will notify you either by email to your most recently provided email address, by posting the updated or revised Terms of Service and End User License Agreement on the Site or by any other manner chosen by KTA in its commercially reasonable





discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with this Agreement as updated or revised. You can view the most current Terms of Service and End User License Agreement at [It is your responsibility to review the Terms of Service and End User License Agreement periodically.](#)

If you cancel your subscription within ten (14) days following such notice by KTA in accordance with the two preceding paragraphs, then KTA will refund you a pro-rated portion of any pre-paid Fees for the affected Services applicable to the cancelled portion of the pre-paid subscription term, if any.

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Consent to receive email

For users located outside of the European Economic Area (EEA):

Your registration to use the Site and/or Services constitutes your consent to receive email communications from KTA, including messages regarding customer service issues and other matters. You may opt not to receive email correspondence, other than technical notifications and email regarding issues related to your account and your use of the Site and Services, at any time by following the link included in the email messages.

For users located in the European Economic Area (EEA):

We only send marketing communications to users located in the European Economic Area (EEA) with your prior consent, and you may withdraw your consent at any time by clicking the “unsubscribe” link found within KTA emails





and changing your contact preferences. Please note you will continue to receive transactional messages related to our Services, even if you unsubscribe from marketing emails.

Data collection and privacy

KTA does not collect personally identifiable information from you except to the extent you have explicitly given such information to KTA. KTA information practices are further described in its privacy policy, which is available at: ktafx.com/privacy-policy (the "Privacy Policy"). The Privacy Policy is an integral part of this Agreement and is expressly incorporated by reference, and by entering into this Agreement you agree to (i) all of the terms of the Privacy Policy, and (ii) KTA use of data as described in the Privacy Policy is not an actionable breach of your privacy or publicity rights.

KTA may from time to time update or revise the Privacy Policy. If KTA updates or revises the Privacy Policy, KTA will notify you either by email to your most recently provided email address, by posting the updated or revised Privacy Policy on the Site or by any other manner chosen by KTA in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with the Privacy Policy as updated or revised.

In addition, KTA may engage third parties to conduct risk control and fraud detection/prevention activities. As part of such engagements, if you initiate a transaction on the Site or through the Services, KTA may give such third parties access to your pertinent credit card and other personal information. Such third parties may only use such personal information for purposes of performing risk control and fraud detection/prevention activities for us. However, they may also convert such personal information into hashed or encoded representations of such information to be used for statistical and/or fraud prevention purposes. By initiating any such transaction, you hereby consent to the foregoing disclosure and use of your information.

Ownership

All intellectual property rights in and to the User Content are and shall remain your property, and KTA shall acquire no right of ownership with respect to your User Content.





All intellectual property rights in and to the Software, Site and Services and other KTA IP are and shall remain the sole property of KTA and its affiliates and licensors, as applicable, and you shall acquire no right of ownership or use with respect to any Software or other KTA IP except as specified in this Agreement. Without limiting the foregoing, you acknowledge that the Software and the Service and the inventions, know-how and methodology embodied therein are proprietary to, and contain valuable trade secrets of, KTA and its affiliates and licensors, as applicable, and that the Software constitutes Confidential Information of KTA. You may from time to time provide KTA with suggestions, comments, recommendations, improvements, solutions, bug fixes, features, concepts, techniques, ideas, know-how and/or any feedback regarding the Services, the Software, the Site and/or any of KTA related technologies ("Feedback"). Any and all Feedback is and shall be given entirely voluntarily. As between the you, and KTA, all Feedback shall be exclusively owned by KTA, and you hereby make all assignments necessary to accomplish the foregoing ownership, and as a result KTA shall be freely entitled to reproduce, prepare derivative works, disclose to third parties, display and perform (publicly or otherwise), sell, lease, license, distribute and otherwise use and exploit any and all such Feedback as it deems appropriate, at its sole discretion, without obligation or liability of any kind to you.

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You shall indemnify, release and hold harmless KTA and its parents, subsidiaries, affiliates, licensors and suppliers, and each of their respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services or Software, violation of this Agreement, or infringement of any intellectual property or other right of any person or entity.

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D. I take full responsibility for the application of the strategies that I have learnt at the KTA 2 Day Bootcamp, ITP online, ITP classroom, KTA signals, Fund Manager Programme courses and recognise that there can be no guarantee of success. I understand fully that past performance is no indication of future results.

E. Any and all conversations with a stockbroker are intended for the use of the instructor. Students must use their own professional, licensed financial advisors and stockbrokers concerning any investments. We do not recommend any specific securities.

F. I acknowledge and represent that Knightsbridge Trading Academy, any speaker, employee or staff member has not promised me, verbally or in writing, that I will earn a profit when or if, I purchase stocks, bonds, FX or any other investment vehicles, including but not limited to options. We do not guarantee any investment returns based on the information you receive.

G. Any deposit taken is non-refundable and will be required to make full payment prior to course start date.

H. Standard 14 day cooling off period applies.

I understand KTA Institutional Trader Programme (Online or face to face), or signals service is a non-refundable product.

Limitation of liability

IN NO EVENT SHALL KTA BE LIABLE WITH RESPECT TO THE SITE, SERVICES AND/ OR SOFTWARE FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES YOU HAVE ACTUALLY PAID TO KTA IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY; (II) ANY LOST PROFITS, LOST OR DAMAGED USER CONTENT OR OTHER DATA, OR FAILURE TO MEET ANY DUTY, INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE; OR (III) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.





YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN KTA AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

General provisions

This Agreement shall be governed by, and construed in accordance with, the laws of England & Wales, without regard to any choice of law, conflicts of law or other principles that would result in the applicable of the laws or regulations of any other jurisdiction. Any legal action or proceeding relating to this Agreement shall be instituted in England. You and KTA agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of KTA. KTA may freely assign this Agreement, including, without limitation, in connection with a merger, acquisition, bankruptcy, reorganization, or sale of some or all of our assets or stock.

If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

If KTA is unable to perform any obligation under this Agreement because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of KTA), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks or other events beyond KTA reasonable control (each, a





“Force Majeure Event”), KTA will have no liability to you for such failure to perform; provided, however, that KTA shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event. If any Force Majeure Event continues for more than sixty (60) days, either KTA or you may terminate this Agreement by delivery of written notice to the other party. You will remain responsible for all Fees incurred through the last day the Services were available.

If you and KTA have executed a separate Subscription Agreement applicable to your access to and use of the Site, Services and/or Software, then the terms and conditions of such Subscription Agreement shall prevail to the extent of any conflict with the terms and conditions of this Agreement. In all other cases, this Agreement constitutes the entire agreement between KTA and you with respect to its subject matter, and supersedes all prior communications and proposals, whether electronic, oral or written, between KTA and you. No waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.

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