

INVESTMENT MASTERY TERMS AND CONDITIONS

These Terms and Conditions form a part of Investment Mastery Enrolment agreement with you (this 'Agreement') and apply to the membership club you have specified below and for which you wish to enrol (the 'Club' or 'Clubs'), to the exclusion of all other terms and conditions issued or stipulated by anyone else other than Investment Mastery. The information presented by Investment Mastery or any of its staff is for educational purposes. Any examples used are for educational and illustrative purposes only. Investment Mastery is not a stockbroker, broker dealer, or investment advisors. They are not recommending particular stocks, options, forex, CFD or securities of any kind. The names of any firms of stockbroker, stock exchange, financial institutions, financial planners, bookmakers, or financial websites mentioned are for illustrative purposes only. The decision on which company to use if any is at the total discretion of each individual person. It is recommended that you seek a professional licensed broker prior to implementing any investment programme or financial plan. Investment Mastery cannot guarantee any results or investment returns based on the information you receive. You must read and understand the above and be aware of the risks of all trading and investing and be willing to accept them before investing. Trading stocks, options, forex, CFD, spread betting or securities has large potential rewards, but also large potential risks. Stock market trading is not appropriate for all investors. Past performance and any examples or testimonials cited is no indication or guarantee of anticipated future results. Individual results will vary and cannot be guaranteed. Investment Mastery Trading Ltd and/or our authorised crew members may from time to time take photographs and/or do video recording of events. We will also ask for testimonials from you. By signing the Waiver and Disclaimer form you authorise us to use the testimonials and photographs for marketing purposes. This membership and its content may not be recorded or duplicated in any way, without written permission from Investment Mastery Trading Ltd. By signing this agreement, you agree that the strategies and methodologies are the intellectual property of Investment Mastery and are to be used for your private use and not to be shared with anyone. If you do decide to teach others then we are entitled to charge you 50% of any revenues which you agree to pay within 30 days of receiving payment.

1 Notice of the Right to Cancel

You may notify us in writing within 7 working days from the date of signing this Agreement ('Cooling Off Period') that you wish to cancel the Agreement by delivering or sending (including by electronic mail) a cancellation notice to Investment Mastery, at admin@investment-mastery.com ('Cancellation Notice'). A Cancellation Notice shall be deemed to be served by you from the date an electronic mail (e-mail) is sent to us by you. By signing/agreeing verbally to this Agreement you have agreed in writing/verbally that we may perform part of this Agreement prior to the expiry of the Cooling Off Period including but not limited to providing you with products relating to any of the memberships that you have enrolled for by entering in to this Agreement. Upon receipt of a Cancellation Notice we will refund to you the total amount you have paid to us pursuant to this Agreement as at the date of the Cancellation Notice less the value of any products you have received from us pursuant to this Agreement and also the cancellation admin charge (see below). To the extent that you have received any products from us prior to the date of the Cancellation Notice you will be required to pay us for the full value of the products you have received from us at the date of your Cancellation Notice (in the case of a package purchased the value charged will be the list price rather than any event special or package price). If a refund is due from us to you, we will process it within 10 business days (being any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the City of London (Business Day). If you cancel, there is a 5% admin charge on any money taken.

2 Our obligations

We shall supply to you the membership for which you have enrolled under this Agreement. Any membership we supply to you under this Agreement shall be supplied with reasonable care and skill. We shall also supply to you the products associated with the membership to the extent required for you to participate in the memberships for which you are enrolled under this Agreement. Any such products we supply to you under this Agreement shall be of satisfactory quality.

3 Payment for Enrolments

You must pay any remaining balance pursuant to this Agreement in accordance with your agreed payment schedule under this Agreement. A credit or debit card must be supplied upon entering into this Agreement to guarantee your payment schedule. You must ensure that each membership has been paid for in full not less than 30 days prior to the date on which the membership is to start. Payments must not exceed 3 months from date of purchase.

4 Cancellation

Deposit and membership fee is non-refundable.

5 Discount

If you have enrolled into a membership you have received an additional discount for purchasing a complete package of membership products. Any changes to the membership by you will incur loss of the package discount. Any free bonus items included in the package will be charged at our standard prices.

6 Lifetime Membership

Due to constraints put on us by banks and credit card companies, The Lifetime Membership package is valid for a total of 6 years.

7 Intellectual Property

All products and other materials relating to the membership for which you are enrolling whether presented during, before or after the course are subject to copyright, and other intellectual Property Rights. The copyright in all such products and materials remain the property of their owners and may not be recorded, used or reproduced without the written permission of the copyright owner.

8 Data Protection

We will comply with the relevant Data Protection Laws in storing and processing any personal information you provide us. For example – your name, email address, telephone number, address and mobile number. By signing this Agreement, you agree that we can (i) process your personal information for the purpose of this Agreement, and (ii) use your personal information to send you newsletters, publications, and other information about us, our websites, our products or services, or our events. If you would prefer not to receive such information please inform us of this by sending an appropriate email explaining this to admin@investment-mastery.com or writing to us at our address.

9 Intellectual Property

All products and other materials relating to the membership for which you are enrolling whether presented during, before or after the membership are subject to copyright, and other intellectual Property Rights. The copyright in all such products and materials remain the property of their owners and may not be recorded, used or reproduced without the written permission of the copyright owner.

10 Data Protection

We will comply with the relevant Data Protection Laws in storing and processing any personal information you provide us. For example – your name, email address, telephone number, address and mobile number. By signing this Agreement, you agree that we can (i) process your personal information for the purpose of this Agreement, and (ii) use your personal information to send you newsletters, publications, and other information about us, our websites, our products or services, or our events. If you would prefer not to receive such information please inform us of this by sending an appropriate email explaining this to admin@investment-mastery.com or writing to us at our address.

11 Liability

- Nothing in this Agreement excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) any breach of the obligations implied by Section 12 Sales of Goods Act 1979, or Section 2 Supply of Goods and Services Act 1982, or (iv) any other liability which cannot be excluded or limited by applicable law subject to the foregoing.
- Our entire liability (including without limitation any liability for the acts and omissions of our employees, agents or sub-contractors) in respect of any breach of our obligations arising under or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty, restitution, or otherwise, in respect of all and any loss or damage howsoever caused is limited to 100% of the total amount paid or payable in aggregate by you to us under this Agreement within the 12 months preceding the date on which the claim first arose; and
- We shall have no liability for any indirect or consequential losses, damages, costs or expenses.
- We shall have no liability for a) loss (whether or actual or anticipated), b) loss of business, c) loss of reputation, d) loss of revenue, e) loss of anticipated savings, f) loss of opportunity, or g) loss of goodwill arising from or in connection with this Agreement, whether or not such losses were reasonably foreseeable, or we or our employees, agents, or sub-contractors were advised of the possibility of our incurring such losses.

12 EU VAT Registered

If you wish to be invoiced through an EU VAT registered company then you must send your VAT number to admin@investment-mastery.com no later than 7 days after your membership enrolment.

13 General

- This Agreement and our participation agreements and release forms (as signed by you from time to time) constitute the whole agreement and understanding between you and us and supersedes any prior understanding, communications, representations (except for fraudulent misrepresentations and misrepresentations as to a fundamental matter), undertakings and agreements (whether written, verbal or otherwise) between you and us relating to the subject matter of this Agreement. You acknowledge that you have not entered into this agreement based on representation that is not expressly incorporated into this Agreement.
- The Laws of England govern this Agreement and you agree to submit to exclusive jurisdiction of the English Courts.
- Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and shall remain in full force and effect.
- This agreement may not be varied except with the written approval of our Director.
- Except to the extent otherwise stated in this Agreement all Terms, Conditions and Warranties implied by statute, common law, or otherwise that are excludable are excluded from this Agreement to the fullest extent permitted by law.
- You and we hereby agree to exclude the application of the contract (rights of third parties) Act 1999 from this Agreement.
- If you have made a purchase in Euros then there may be additional charges due to the Foreign Exchange (FX) rate because we are a UK based company and can only take payments in GBP. This is something that is not in our control and is charged either through the banks or the credit card and therefore you agree that this FX charge will go directly to them.