

Terms of Service

INTRODUCTORY PROVISIONS

1.1 These TradeXMastery General Terms and Conditions (the “GTC”) govern your (“you”, “your”, or the “Customer”) rights and obligations in connection with the use of services (the “Services”) provided by Creative Brands, LLC a Delaware company (“we”, “our”, or the “Provider”), whether offered through the TradeXMastery.com (the “Website”) or otherwise. Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these GTC, nor should you use the Services unless you understand and agree to these GTC.

1.2 By either registering on the Website or using the Services without registering, where registration is not required, not later than by your first use of the Service, you are entering into a contract with the Provider for the provision of your selected Services. The GTC are a vital part of this contract, and by accepting the terms of the contract with the Provider, you are indicating your consent to the GTC.

1.3 NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

2. DEFINITIONS

2.1. The definitions and rules of interpretation in this clause 2 apply in these GTC:

2.1.1. “Client Portal” means the user interface located at the Website;

2.1.2. “Customer” means the user of the Services;

2.1.3. “TradeXMastery Trader” means the customer as defined under clause 12 below;

2.1.4. “GTC” means these general terms and conditions;

2.1.5. “Trading Platform” means an electronic interface provided by the third party in which the Customer performs the stimulated trading;

2.1.6. “Website” means the website www.TradeXMastery.com

3. AGE AND PROHIBITED JURISDICTIONS

3.1 The Services are only intended for persons over the age of 18 residing in the jurisdictions in which the Services are available. By registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services.

3.2 You agree to only access the Services from a country where they are available. You understand that there may be restrictions or laws in some countries that prohibit your access to or use of the Services, and you promise to only use the Services in compliance with all relevant laws.

3.3 The Provider reserves the right to refuse, restrict or terminate the provision of any and all Services to Customer that: (i) is subject to the relevant international sanctions, (ii) has a criminal record related to financial crime, or (iii) resides in a Prohibited Jurisdiction. You understand that there may be restrictions or laws in some jurisdictions that prohibit your access to or use of the Services, and you undertake any and all responsibility for using such services in compliance with the relevant laws of your jurisdiction (for more information on what jurisdictions may be deemed prohibited, please refer to our FAQs section).

3.4 Your personal data is processed in accordance with the privacy policy on [TradeXMastery.com](https://www.TradeXMastery.com).

4. SERVICES

4.1 The Services offered include providing tools for simulated foreign exchange trading in the FOREX market or simulated trading with other financial instruments on other financial markets. It also includes the provision of analytical tools, training and educational materials, access to the Client Portal, and other supplementary services. These Services can be accessed through the Client Portal or through applications provided by the Provider or third-party entities.

4.2 The simulated trading uses financial market information, but you acknowledge that any trading carried out through the Services is not real. The funds provided for simulated trading are purely fictional and you have no right to keep or use these funds outside of the Services. You acknowledge that these fictitious funds cannot be used for actual trading and you will not receive payment for these funds. Unless explicitly stated otherwise, you will not receive any compensation or profits based on the results of your simulated trading and you will not be responsible for covering any losses.

4.3 The Services can be ordered through the Website by completing the appropriate registration or order form. After registration, you will receive an e-mail with the login details for the Client Portal and/or Trading Platform.

4.4 The Services compose of, among other things: TradeXMastery Evaluation and TradeXMastery Verification. These products may differ in the scope of the Services provided (e.g. by analytical tools available to the Customer).

4.5 Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order of the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your e-mail address. In the case of the TradeXMastery Evaluation, the order is completed upon the payment of the fee for the selected option, whereby the contract between you and the Provider is executed, the

subject of which is the provision of the TradeXMastery Evaluation and, if the conditions of the TradeXMastery Evaluation are met, the TradeXMastery Verification. The contract is concluded in English and English will be the prevailing language in the case of a dispute. We archive the contract in electronic form and do not allow access to it.

4.6 The option of the TradeXMastery Evaluation that you select when placing an order will also apply to the subsequent TradeXMastery Verification. You will begin the subsequent verification and any related products using the parameters and currency that correspond to the TradeXMastery Evaluation option you selected. This selection cannot be changed once made.

4.7 Restrictions specified in clause 4.5. will not apply to any new order of a TradeXMastery Evaluation made by the Customer.

4.8 The Customer must ensure that all information provided to the Provider through the registration or order form, the Client Portal, or any other means is complete, accurate, and up-to-date. If there are any changes to the Customer information, the Customer must promptly notify the Provider and update the data in the Client Portal. The Customer is solely responsible for ensuring the accuracy and timeliness of the information the Customer provides. The Provider is not obligated to verify this information.

4.9 You acknowledge that to utilize our Services, you must secure the necessary technical hardware and software, including third-party software (e.g. software to use the Trading Platform), at your own cost and responsibility. The Website can be accessed through widely used web browsers. You bear the responsibility and cost of acquiring internet access, any required hardware, and obtaining and updating your web browser. The Provider does not guarantee compatibility with any specific hardware or software and does not impose any additional fees for internet connectivity.

4.10 You acknowledge that the Providers of trading platforms are separate entities from the Provider and that their own terms, conditions, and privacy policies will be in effect when you use their services and products. It is your responsibility to read and understand these terms, conditions, and privacy policies before submitting an order form.

4.11 If the Customer places an excessive number of orders for the Services within an unreasonable time frame, the Provider may send a warning through the Client Portal as a preventive measure to prevent any potentially harmful activity by the Customer. If this unreasonable behaviour persists after the warning, the Provider reserves the right to stop processing any further orders from the Customer. If the Provider determines that the Customer's actions fall under the material breaches in terms of §10 hereinbelow, then the Provider reserves the right to undertake the appropriate actions thereto. The Provider has the discretion to determine what constitutes unreasonable behaviour and the limits for such determination.

4.12 You acknowledge that if you provide an identification number, tax registration number, or other similar information in the registration or order form or in the Client Portal, or if you state that you are a legal entity, you will be considered as an entrepreneur (trader) for the purposes of these GTC and when using the Services, and the provisions of these GTC or the applicable law that grant rights to consumers will not apply to you.

5. FEES

5.1 Access to TradeXMastery Evaluation or the Services provided under the TradeXMastery Evaluation are subject to payment of a fee (the “Fee”).

5.2 The fee for the TradeXMastery Evaluation varies according to the option selected and depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the TradeXMastery Evaluation and the subsequent TradeXMastery Verification are met, and possibly other more detailed information on individual options and fees for those options are provided on our Website [TradeXMastery.com](https://www.TradeXMastery.com). The final fee will be determined based on the option you select when completing the form for ordering the TradeXMastery Evaluation.

5.3 The Provider reserves the right to offer the Services under individually negotiated terms. The Provider has sole discretion in determining these individually negotiated terms. Individual discounts and other benefits cannot be combined unless explicitly stated otherwise by the Provider.

5.4 Below is a non-exhaustive list of instances in which the Customer is not entitled to a refund of the Fee:

5.4.1 if the Customer cancels the Client Portal or requests the cancellation by e-mail,;

5.4.1.2 if the Customer terminates the use of the Services prematurely (for example, fails to complete the TradeXMastery Evaluation or TradeXMastery Verification);

5.4.1.3 fails to meet the conditions of the TradeXMastery Evaluation or TradeXMastery Verification;

5.4.1.4 violates these GTC.

5.5 If the Customer makes an unjustifiable complaint regarding a paid fee or disputes the Fee with their bank or payment service provider (such as through chargeback services, dispute services, or similar services) and requests a cancellation, annulment, or refund, the Provider reserves the right, at their discretion, to cease providing Services to the Customer and refuse any future provision of Services.

5.6 The Provider retains the right to alter the fees and parameters of the Services at any time, including the parameters for their successful completion. The changes will not apply to Services that have already been purchased before the notification of the changes.

6. PAYMENT TERMS

6.1 The Fees for the TradeXMastery Evaluation options are in US Dollars, or any such other currency as listed on the Website. If you choose a currency other than US Dollars, the Fee for the selected TradeXMastery Evaluation option will be converted based on our rates and will be displayed as the payment total in your selected currency for your review prior to confirming the order. Please be aware that if the payment is made in a currency other than the one selected on the Website, the amount will be converted based on the current exchange rate applied by the third-party payment provider at the time of payment. Also, any exchange premiums are payable by you.

6.2 All taxes are included in the service fees. If the Customer is an Entrepreneur such a Customer is required to fulfill its tax obligations as per the applicable laws. In case of any tax liability, such Customer must make proper payment for taxes or any other fees.

6.3 The Fee can be paid via credit/debit card, cryptocurrency, or any such other payment method offered on the Website.

6.4 If paying by credit/debit card or any other quick payment method, the payment will be made instantly. The Customer is responsible for any fees charged by the selected payment service provider (as per their current price list) and must ensure the complete fee for the chosen TradeXMastery Evaluation is paid.

7. CLIENT PORTAL AND TRADING PLATFORM

7.1 Only one Client Portal is permitted per Customer and all of the Customer's Services must be maintained in the Client Portal

7.2 The total number of TradeXMastery Evaluations and TradeXMastery Verifications per one Client Portal may be limited depending on the total sum of the initial capital amounts of the products ordered by the Customer or on the basis of other

7.3 Unless the Provider grants an exception to the Customer, the initial capital amounts may not be transferred between the individual products or mutually. The Customer is prohibited from transferring or combining the Customer's performance, Service parameters, data, or any other information between the products.

7.4 Access to the Client Portal and Trading Platform is protected by the Customer login data, which the Customer may not make available or share with any third party. If the Customer has registered as a legal entity, the Customer may allow the use of the Services through the Customer's Client Section to the authorized employees and representatives. The Customer is responsible for all activities that are performed through the Client Portal or Trading Platform. The Provider bears no responsibility, and the Customer is not entitled to any compensation, for any misuse of the Client Portal and Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Customer, if such misuse occurs for any reasons on the part of the Customer.

7.5 It may be necessary for the Provider to perform scheduled or unscheduled repairs, maintenance, or upgrades, and such activities may temporarily degrade the quality of the Services or result in a partial or complete outage of the Services. The Provider provides no assurance that you will receive advance notification of such activities or that the Services will be uninterrupted or error-free. Any degradation or interruption in the Services shall not give rise to a refund or credit of any fees paid by you. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation, for the unavailability of the Client Portal or Trading Platform and for damage or loss of any data or other content that the Customer uploads, transfers, or saves through the Client Portal or Trading Platform.

8. TERM; TERMINATION; SUSPENSION OF SERVICES

8.1 The term of the GTC commences on the Customer's first use of the Services and continues through any subsequent use of the Services thereafter.

8.2 The Customer may at any time request the cancellation of the GTC by sending an e-mail to support@tradexmastery.com. Sending a request for the cancellation of the GTC is considered a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Portal and Trading Platform. The Provider will immediately confirm the receipt of the request to the Customer by e-mail, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.

8.3 Any unauthorized use of the Services will be deemed a material breach of the GTC. The Provider, in its sole discretion, may terminate your password, account, or use of the Services if you breach or otherwise fail to comply with the GTC. If Service is suspended, whether for non-payment or any other reason, in order to reinstate service, you must re-subscribe to the Services, including the payment of any fees required to be paid by a new subscriber.

8.4 As long as the subscription is active, the Customer receives lifetime account status. An account is considered active if the subscriber has contacted the Provider within the previous 120 days or if there has been a successful attempt to log into the Client Portal. The account will be disabled if it is inactive for more than 120 days. The Customer may reactivate the account by sending a request in writing.

8.4.1 Without prejudice to the foregoing, the Provider shall effect a non-refundable termination of the provision of the Services should the Customer fail to place a trade order for a period no shorter than ninety (90) consecutive days, at any time following the respective account's activation date.

9. RULES OF CHALLENGE

9.1 During the TradeXMastery Evaluation and TradeXMastery Verification simulated trading carried out on the Trading Platform, you may perform any transactions, unless these may be construed as breach in terms of clause 10. Also, you consent to abide by ethical standards and guidelines when trading on financial markets (e.g., risk management rules). The terms of the Trading Platform you have chosen for trading may also place restrictions on you.

9.2 You agree that information about the demo trades you conduct on the Trading Platform may be available to the Provider. You give the Provider your permission to share this information with individuals or entities that are a part of its group or are somehow connected to it. You also give the Provider and these individuals or entities permission to use this information as they see fit. You acknowledge that these actions may be taken automatically without additional authorization from you, including without the need for further consent, consultation, or approval, and that you are not entitled to any payment or other compensation for the Provider's use of the data.

9.3 The Provider is aware that through your demo trading, you do not offer the Provider any suggestions or advice regarding investments. You understand that you can halt your demo trading at any time on the trading platform.

9.4 The information presented on the Trading Platform, as well as any interruption, delay, or inaccurate market information displayed through your Client Portal, are not the responsibility of the Provider.

10. ORDERS PLACEMENT; TIMING & PRICE.

10.1 Significant releases and events. It is the trader's responsibility to have all positions for the associated symbols, as listed hereunder, closed no later than two (2) minutes in advance of the economic releases pursuant to the respective economic calendar:

Country	News Release	Symbols
USA	Non Farm Payrolls	All
USA	Retail Sales	All
USA	CPI	All
USA	PPI	All
USA	Michigan Consumer sentiment	All
USA	GDP q/q	All
USA	Core PCE Price Index m/m	All
USA	ADP Non-Farm Employment Change	All
USA	ISM Manufacturing PMI	All
USA	ISM Services PMI	All
USA	Crude Oil Inventories (EIA)	USOil, UKOil
USA	Natural Gas Inventories (EIA)	NGAS
USA	FED Interest Rate decision	All
EU	ECB Interest rate decision	All EUR FX pairs
UK	BOE Interest Rate decision	All GBP FX pairs

10.1.1 The foregoing notwithstanding, we keep an updated list of further important releases, or significant events, and their associated symbols in relation to which new positions must not be opened before and during the two (2) minutes following the economic release pursuant to the respective economic calendar.

10.2. Adherence to market hours and prices. All positions must be closed no later than two (2) hours in advance of the closing of the relevant market (e.g., every Friday, at 2200h, all FOREX

positions must already be closed). A trading halt lasting more than two hours is considered a holiday during which the trader must not have any open positions.

10.2.1 We reserve the right to close any such positions, or otherwise terminate your account, when found in breach of, or otherwise in the event of failure to adhere to, the challenge rules or the trading agreement in terms of §§ 10.1, 10.1.1 and 10.2 hereinabove, as the case may be.

10.3. Off-market prices and colluding to take advantage of opposite positions. Trades executed on prices that are demonstrably off-market prices shall be cancelled and any and all profits and losses generated by them annulled.

10.3.1 Wrongful or fraudulent use of hedging strategies (i.e., simultaneously holding opposing positions in different accounts), whether alone or together with other traders, is strictly forbidden. Should we verify that you have undertaken such practice at any time, you will be construed in material breach of the challenge rules or the trading agreement, as the case may be, and the related positions shall be summarily closed.

11. EVALUATION AND VERIFICATION

11.1 Upon payment of the selected TradeXMastery Evaluation option fee, the Customer will be sent the necessary login details for the Trading Platform via email or the Client Portal. To activate the TradeXMastery Evaluation, the Customer must initiate the first demo trade on the Trading Platform.

11.2 As a consumer, it is acknowledged that upon opening the first demo trade, the Provider is explicitly requested to fulfil the Services prior to the expiration of the withdrawal period, affecting the right to withdraw from the contract as elaborated in Clause 17.

11.3 Failure to activate the TradeXMastery Evaluation within 30 calendar days from the day on which it was made available will result in access suspension. Access renewal can be requested via the Client Portal or by emailing support@tradexmastery.com within 6 months of the initial suspension. If not, the provision of the Services will be terminated without the possibility of a fee refund.

11.4 The TradeXMastery Evaluation duration is unlimited.

11.4.1 11.4.1. The foregoing notwithstanding, should the Customer fail to place a trade order within the ninety (90) days immediately following the account's activation, the provision of the Services shall be terminated without the possibility of a fee refund.

11.5 The following parameters must be met by the Customer in order for the Customer to meet the conditions of the TradeXMastery Evaluation on our website.

11.6 If the Customer has met the conditions of the Evaluation specified in clause 11.5, and at the same time has not violated these GTC, the Provider will determine the Evaluation as successful and will make Verification available to the Customer free of charge by sending login details to the Customer's e-mail address or Client Portal.

11.7 The Customer may request the evaluation of the Evaluation at any time by sending a request to support@tradexmastery.com.

11.8 The Provider does not have to evaluate the Evaluation if the Customer has not closed all trades.

11.9 The Customer activates Verification by opening the first demo trade in the Trading Platform.

11.10 Failure to activate the Verification within 30 calendar days from the day on which the Customer received the new login data will result in access suspension. Access renewal can be requested via the Client Portal or by emailing support@tradexmastery.com within 6 months of the initial suspension. If not, the provision of the Services will be terminated without the possibility of a fee refund.

11.11 The TradeXMastery Verification lasts for an unlimited time from the date of its activation.

11.12 The following parameters must be met by the Customer in order for the Customer to meet the conditions of the TradeXMastery Verification on our website.

11.13 Provided that the above conditions are satisfied, the Verification will be reviewed by the Provider for success, and the Customer may be proposed for the Trader program. The Customer may request Verification evaluation at any time by contacting support@TradeXMastery.com or via the Client Portal. If the Customer has not concluded all trades, the Provider is not obligated to assess Verification.

11.12 Failure to adhere to the conditions outlined in Clause 11.5. during the Evaluation will result in an unsuccessful evaluation, denying the Customer subsequent Verification access. Non-compliance with the conditions specified in Clause 11.12. during Verification will result in an unsuccessful evaluation, and the Customer will not be considered a candidate for the Trader program. In either case, the Customer's account and Services will be terminated without the possibility of a fee refund.

12. TradeXMastery TRADER

12.1 If the Customer is successful in both Challenge and Verification, the Customer will be offered a contract by the Company, in its sole discretion to participate in the Trader Program. The terms, conditions, and agreement between the Customer and Company will be governed by a document separate from the GTC.

13. USE OF THE WEBSITE, SERVICES, AND OTHER CONTENT

13.1 All elements of the Website and its Services, including the Client Portal, its appearance, and its various multimedia components such as texts, graphics, icons, and images, are collectively referred to as the "Content." The Content is protected under copyright laws and other legal regulations and is owned by the Provider or the Provider's licensors. The Provider grants a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable permission to utilize the Content solely for personal use and in accordance with the Services' intended purpose. The Content remains the property of the Provider or its licensors and is not sold or transferred to the Customer.

13.2 All trademarks, logos, trade names, and other identifying marks are the property of the Provider or the Provider's licensors. Usage of such identifying marks by the Customer is not authorized by the Provider.

13.3 Both the Customer and the Provider agree to conduct themselves with integrity and fairness in fulfilling their contractual obligations and in their interactions with one another. Specifically, neither party will engage in conduct that would harm the reputation or legal interests of the other party. In the event of any disputes or disagreements, the Customer and the Provider will seek to resolve them in accordance with these GTC and the relevant laws.

13.4 Other than the specific rights outlined in these GTC, the Provider does not extend any additional rights to you regarding the Services and other Content. Your use of the Services and other Content must be strictly in accordance with these GTC.

13.5 When accessing the Services and other Content, the following is prohibited:

13.5.1 to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs, or other deficiencies of the Website and Services;

13.5.2 to circumvent geographical restrictions of availability or any other technical restrictions;

13.5.3 to make copies or back-ups of the Website and other Content;

13.5.4 to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;

13.5.5 to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast, or use the Services or other Content otherwise than as permitted;

13.5.6 to use automated means to view, display or collect information available through the Website or Services; and

13.5.7 to use any other tools or means the use of which could cause any damage to the Provider.

13.6 The provisions of clause 13 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

14. DISCLAIMER

14.1 You recognize that the Services and other Content are given "as is" with all their errors, imperfections, and shortcomings, and you accept that using them is your sole responsibility and at your own risk. The Provider disavows any legal, contractual, or implicit warranties of any sort, including but not limited to warranties of quality, merchantability, suitability for a particular purpose, and non-infringement of any rights, to the maximum extent permitted by law.

14.2 The Provider shall not be liable for any damages, including indirect, incidental, special, punitive, or consequential damages, such as lost profits, loss of data, personal or non-monetary harm, or property damage, resulting from the use of the Services or reliance on any tool, functionality, information, or other content available in connection with the Services or on the Website. The Provider is not responsible for any third-party content, products, services, or applications that the Customer may use in connection with the Services. To the maximum extent permitted by applicable laws, the Provider disclaims any statutory, contractual, express, and

implied warranties of any kind, including any warranty of quality, merchantability, fitness for a particular purpose, or non-infringement of any rights. In the event that the Provider's liability is established in connection with the operation of the Website or provision of the Services by a court of justice or any other competent authority, this liability shall be limited to the amount equivalent to the fee paid by the Customer for the Services that caused the loss.

14.3 The Provider reserves the right to modify, change, replace, add, or remove any elements and functions of the Services at any time without any compensation.

14.4 The Provider shall not be held responsible if it fails to deliver the purchased Services due to severe technical or operational issues that are beyond its control, or during a crisis or impending crisis, natural calamity, war, rebellion, pandemic, a threat to a large number of people, or other force majeure events. Additionally, if the Provider is unable to provide the Services due to any legal obligations or a directive from a public authority, it will not be held liable.

15. VIOLATION OF THE GTC

15.1 IF THE CUSTOMER VIOLATES ANY PROVISION OF THESE GTC IN A MANNER THAT MAY CAUSE ANY HARM TO THE PROVIDER, THE PROVIDER MAY PREVENT THE CUSTOMER FROM ORDERING ANY OTHER SERVICES AND COMPLETELY OR PARTIALLY RESTRICT THE CUSTOMER'S ACCESS TO ALL OR ONLY SOME SERVICES, INCLUDING ACCESS TO THE CLIENT PORTAL AND TRADING PLATFORM, WITHOUT ANY PRIOR NOTICE AND WITHOUT ANY COMPENSATION.

16. COMMUNICATION

16.1 You acknowledge and agree that all communication from the Provider or its partners in connection with the provision of Services will take place through the Client Portal or your e-mail address which you register with us, as applicable. Written electronic communication by e-mail or through the Client Portal is also considered to be written communication.

16.2 Our contact e-mail address is support@tradeXmastery.com.

17. RIGHT TO WITHDRAW FROM A CONTRACT

17.1 If you are a consumer, you have the right to withdraw from a contract without giving a reason within 14 days of its execution. PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

17.1.1 For the avoidance of doubt, throughout the fourteen (14) days immediately following the date of the Customer's first subscription to the Services, the Customer may be entitled to cancellation with a fee refund, should the respective account remain inactive, or otherwise the Customer have effected no trade order placement, during the consecutive days counted from the subscription date until the date of the request for cancellation pursuant to § 17.2 hereinbelow.

17.2 To withdraw from the contract, you must send an email to support@tradeXmastery.com within the specified time limit. If you do withdraw from the contract, we will refund you all fees we have received from you without undue delay, no later than 14 days after your withdrawal. The refund will be made in the same way you paid the fees.

17.3 The Provider is entitled to immediately withdraw from the contract in the case of any breach by the Customer specified in Clause 15.

18. DEFECTIVE PERFORMANCES

18.1 If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay by sending an email to support@tradexmastery.com. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount on a case-by-case basis.

18.2 We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint as per clause 20.

19. CHANGES TO THE GTC

19.1 Please note that the Provider might change the content of these GTC from time to time, therefore the content of new GTC will prevail. Nonetheless, the Provider will notify you upon such changes taking effect via Client Portal or via email. The Evaluation and the subsequent Verification are provided throughout the period of their duration pursuant to the version of the GTC which was valid and effective at the time at which the relevant Evaluation was ordered.

20. COMPLAINTS

2.1 The Provider takes your complaints seriously and shall use its best endeavours to resolve Your complaint as soon as possible.

20.2 If You have a complaint to make regarding our services, contact us via support@tradexmastery.com

20.3 We encourage You to establish contact as soon as circumstances for a complaint arise and in no case later than 6 months of the occurrence thereof. We will acknowledge any complaint made by You immediately, or in any event, within 24 hours thereof. Your complaint will be escalated to the appropriate personnel. If Your complaint remains unresolved after a period of 10 days, we shall:

20.4 Write to You explaining the final decision;

20.5 Clarify that this is the end of our internal complaints process;

20.6 At your own discretion, guide you on how to make a complaint to Malta Competition and Consumer Affairs Authority.

21 CHOICE OF LAW AND JURISDICTION

21.1. Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of Delaware. The Parties

irrevocably agree that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the GTC or its subject matter or formation (including non-contractual disputes or claims).

21.2. The provisions of clause 21.1. do not deprive the consumers of the protection afforded to them by the mandatory laws of the relevant Member State of the European Union or any other jurisdiction.

22. FINAL PROVISIONS

22.1 These GTC constitute the entire agreement between you and us and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written, with respect to the subject matter hereof.

22.2 Nothing in these GTC is intended to limit any legal claims set out elsewhere in these GTC or arising from the applicable law. If the Provider or any third party authorized thereto does not enforce the compliance with these GTC, or delays exercising its rights under this GTC, this can in no way be construed as a waiver of any right or claim.

22.3 The acknowledge and agree that the Provider may assign any claim arising to the Provider from these GTC or any agreement to a third party without your consent. The Customer is not authorized to transfer or assign the Customer's rights and obligations under these GTC or any agreements or parts thereof, or any receivables arising from them, in whole or in part, to any third party.

22.4 Should any part, term or provision of GTC be declared invalid, void or unenforceable, all remaining parts terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

22.5 Prior to the acceptance of these GTC, the Customer has carefully assessed the possible risks arising from them and accept those risks.