#### TERMS OF USE for VISITOR

- The terms 'http://ctaprofessions.com/', 'the Company', 'we', 'us', and 'our' refers to <u>http://ctaprofessions.com/</u> (CTA Professions LLC). The term 'you' and 'your' refers to the entity or individual who is accessing the <u>http://ctaprofessions.com/</u> (the 'Website').
- 2. By continuing to access the Website, you signify acceptance and compliance with the following Terms of Use for Visitor (the 'TOUV').
- 3. Your use of the Website constitutes your binding acceptance and compliance of these TOUV. We may modify these TOUV at any time without notice to you by posting revised TOUV on the Website. It is your responsibility to regularly check the Website to determine if there have been changes to these TOUV.
- 4. If, at any time, you do not wish to accept the TOUV, you may not use the Website. Any terms and conditions proposed by you which are in addition to or which conflict with these TOUV are expressly rejected by <u>http://ctaprofessions.com/</u> and shall be of no force or effect.
- 5. This TOUV also constitute the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Website, the content, products, services provided by or through the Website and the subject matter of this TOUV.
- 6. All materials contained on the Website are the copyrighted property of <u>http://ctaprofessions.com/</u>. All trademarks, service marks, and trade names are proprietary to <u>http://ctaprofessions.com/</u>. Unless otherwise specified, the materials and/or services on this Website are for your personal and non-commercial use, and you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products and/or services obtained from the Website without the written permission from the Company.

- 7. We reserve the right, in our sole discretion, (particularly if you abuse or misuse the Website, content or services, or abuse other Visitor), to terminate your access to the Website and the related services or any portion thereof at any time, without notice.
- 8. We take no responsibility for, nor does it endorse or recommend, any third party advertisements or sponsorships which are posted on the Website or through the Website, nor does it take any responsibility for the goods, services, or content provided by its advertisers.

Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable law. You will not hold <u>http://ctaprofessions.com/</u>, its subsidiaries and or affiliates responsible for the illegality or any error, inaccuracy or problem with the advertisement or sponsorship.

 The Website may also contains hyperlinks to other website ('Third-Party websites') operated by parties other than <u>http://ctaprofessions.com/</u>, its subsidiaries or affiliates, and other resources and advertisers.

We are not responsible for the availability of these Third-Party websites, nor is it responsible for any of the contents, advertising, products and or services, or other materials on such Third-Party websites. Such websites are in no way investigated, monitored or checked for accuracy or completeness by us.

Inclusion of any linked Third-Party website on <u>http://ctaprofessions.com/</u> does not imply approval or endorsement of the linked website by <u>http://ctaprofessions.com/</u>, its subsidiaries and or affiliates.

If you decide to access the Third-Party websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate.

#### 10. Disclaimer of Warranties and Liabilities

- a. The Website's content, videos, articles, analysis, opinions, statements, financial information, news, research, statements or any other information or content contained within content created by the Company, its directors, employers or contractors is general advice only, not personal advice. Do not base any investment and or trading decision solely on the information.
- b. We accept no liability if you use the information to form trading or investing decisions or to trade real money. You should seek your own investment advice before making any decision based on the information from a licensed financial professional who will consider your personal objectives and circumstances. It is possible to lose more than your initial investment or account deposit. Trading any financial market is risky, be aware of the risks by reading the disclosure documentation given by the product provider and avoid trading with money you can't afford to lose.
- c. Trading involves the risk of loss. We give no warranties whether express or implied as to the performance levels or operation of the Company's education or the information. The Company, its representatives, officers and their associates may have an interest in or hold investments in the financial products listed. Trading involves the risk of loss as well as potential profit. Please consult a financial professional to decide if this product is right for you.
- d. If you are viewing or trading / investing based on the content on the Website you completely agree to the statements, warnings, disclaimers made/presented. You have no legal right to hold any person responsible for losses or damages resulting from viewing or interpreting the content and statements on this Website or in any email communications or forum communications made between the Company, the Company's employees, contractors or representatives.
- e. Any Advice or information on this Website is General Advice Only It does not take into account your personal circumstances, please do not

trade or invest based solely on this information. By viewing any material or using the information within this site you agree that this is general education material and you will not hold the Company responsible for loss or damages resulting from the content or general advice provided here by the Company, its employees, directors or fellow members. Any opinions, news, research, analysis, prices, or other information contained on this Website is provided as general market commentary and does not constitute investment advice.

We will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from the use of or reliance on such information.

f. Trading has large potential rewards, but also large potential risks. The high degree of leverage can work against you as well as for you. You must be aware of the risks of investing and be willing to accept them in order to trade in the markets.

Forex trading involves substantial risk of loss and is not suitable for all investors. Please do not trade with borrowed money or money you cannot afford to lose. This Website is neither a solicitation nor an offer to trade, buy or sell currencies, futures or options. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on this Website. The past performance of any trading system or methodology is not necessarily indicative of future results.

g. Past trade performance or past earnings information contained on the Website should not be taken as a guarantee or promise that you can achieve the same results. The verbal, written, or audio-visual evidence of prior or future trading earnings or performance is not a guarantee or promise that any person or entity will achieve the same results or performance when they place trades or trade a live account.

The strategies and methods taught the Company have generally been used to trade by the Company in both live market conditions and in testing, but this does not guarantee or promise future profits or losses. If a trader uses the strategies/strategy to make trades or investment decisions, they do so at their own risk.

The Company has in the past used the trading strategies to make both winning trades and losing trades. The Company reasonably believe in good faith that the strategies can be used to form real trading decisions, but those decisions are your own responsibility and we are in no way liable for losses or damages arising from your personal decisions, actions or trades.

At no point has any guarantee or promise been made that profits or earnings will arise by following or implementing the forex course content or the concepts taught therein. No guarantee is made that results similar to the Company's will occur.

Interpretation plays a role in trading methods and strategies, so what you believe is a trading opportunity may be different to another person's view of a trade. Be aware that a trading strategy without algorithmic methodology, rules and indicators can be interpreted and implemented in many different ways. The Company will not accept liability for any loss or damages arising from any misunderstandings, problems, losses or gains resulting from implementing such trading strategies.

- 11. You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, made by any third party due to or arising out of or in connection with any user content or content you post or share on or through the Website, your use of the Website, your conduct in connection with the Website or with other users of the Website, or any violation of these TOUV or of any law or the rights of any third party.
- 12. The failure of the Company to exercise or enforce any right or provision of the TOUV shall not constitute a waiver of such right or provision.

- 13. If at any time, any provision, condition, term, stipulation, covenant or undertaking of this TOUV or any part thereof is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions hereof.
- 14. All disputes or differences between Parties arising under or which are related to this TOUV upon which an amicable understanding cannot be reached within ninety (90) days shall be settled by Arbitration in accordance with the Asian International Arbitration Centre (AIAC) Arbitration Rules, except as hereinafter provided, and judgment upon the award entered by the arbitrators may be entered in any Court having jurisdiction thereof. The Parties agree that this Arbitration, if implemented under this TOUV, shall be held at a site selected by the Arbitrators in the Malaysia. The language of Arbitration shall be in English.
- 15. The relationship between you and the Company shall be governed and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have the jurisdiction to hear any litigation between you and the Company arising out or in connection with the TOUV, if Parties unable to resolve the dispute via Arbitration.

# TERMS OF USE for MEMBER TERMS AND CONDITIONS FOR SERVICE

## **DEFINITION**

Website	http://ctaprofessions.com/ (CTA Professions LLC)
'the Company', 'we', 'us' and 'our'	http://ctaprofessions.com/ (CTA Professions LLC)
'you' or 'your'	the entity or individual who is subscribing to our Service.
'Course Materials'	any information or materials obtained during the Subscription

#### <u>GENERAL</u>

- These Terms and Conditions for Service ('T&C') form a legal agreement between you and the Company, that governed your subscription to our Service. Please carefully review these T&C before you decided whether to accept it and continue with your Subscription.
- 2. Kindly take note that:
  - a. For Member: By clicking on the "I ACCEPT, AGREE AND CONTINUE" button on the registration page, you signify acceptance and compliance with the following T&C and agree to be bound by these T&C.
- 3. Your subscription of our service constitute your binding acceptance and compliance of these T&C, including any modifications that we make.
- 4. We may modify these at any time without notifying you by posting revised these T&C on our site. It is your responsibility to regularly check the Website to determine if there have been changes to these T&C and to review such changes. If at any

time, you do not wish to accept these T&C, you may not continue to subscribe to our Service. Any terms and conditions proposed by you which are in addition to or which conflict with these T&C are expressly rejected by the Company and shall be of no force or effect.

- By subscribing to our service ("Subscription"), you agree to pay the applicable Subscription fee and the Company reserves the right to revise Subscription fees upon reasonable notice. Your Subscription contains of:
  - a. Two online lessons, and
  - b. Three month after-class mentoring session.

## **GENERAL DISCLAIMER**

- 6. The Couse Materials provided during your Subscription is for your general information and training purposes only with no responsibility or liability regarding this information and/or content or resulting from it. You understand that you alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation and for evaluating the merits and risks associated with the use of the Couse Materials provided during your Subscription before making any decisions based on such information or other content.
- 7. Any Advice or information contained in the Course Materials is General Advice Only – It does not take into account your personal circumstances, please do not trade or invest based solely on this information. By viewing any material or using the information within the Course Materials you agree that this is general education material and you will not hold the Company responsible for loss or damages resulting from the content or general advice provided here by the Company, its employees, directors or fellow members. Any opinions, news, research, analysis, prices, or other information contained in the Course Materials is provided as general market commentary and does not constitute investment advice.

We will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from the use of or reliance on such information.

- 8. You assume total responsibility and risk for your subscription and your reliance thereon. No opinion, advice, representation, non-representation or statement of the Company or its affiliates, suppliers, agents, members, sponsors, information providers or visitors, whether made during the Subscription or otherwise, shall create any warranty. You understand that your use of the Course Materials provided during your Subscription is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information meet your specific requirements.
- 9. You understand that the content and/or information in the Course Materials is not verified in any way.
- 10. To the extent that any of the content published in the Course Materials may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. It should not be assumed that any investments in securities, companies, sectors or markets identified and described were or will be profitable. We are not a fiduciary by virtue of any person's use of or access or subscribe to our Services. We are not a licensed securities dealer, broker or investment adviser or investment bank.
- 11. You understand that an investment in any security is subject to a number of risks, and that discussions of any security and/or any content published in the Course Materials will not contain a list or description of relevant risk factors.
- 12. You understand that the Course Materials may contain opinions from time to time with regard to securities mentioned in other blogs or products, and that opinions in one blog or product may be different from those in another blog or product.

- 13. You understand that performance data is supplied by sources believed to be reliable, that the calculations in the Course Materials are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.
- 14. From time to time, reference may be made on the Course Materials to prior articles and opinions we have published. These references may be selective, may reference only a portion of an article or opinion, and are likely not to be current. As markets change continuously, previously published information and data may not be current and should not be relied upon.
- 15. All content posted in the Course Materials is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for the setting of your electronic devices to ensure you are receiving the most recent data.
- 16. Past trade performance or past earnings information contained in the Course Materials should not be taken as a guarantee or promise that you can achieve the same results. The verbal, written, or audio-visual evidence of prior or future trading earnings or performance is not a guarantee or promise that any person or entity will achieve the same results or performance when they place trades or trade a live account.

The strategies and methods taught the Company have generally been used to trade by the Company in both live market conditions and in testing, but this does not guarantee or promise future profits or losses. If a trader uses the strategies/strategy to make trades or investment decisions, they do so at their own risk.

The Company has in the past used the trading strategies to make both winning trades and losing trades. The Company reasonably believe in good faith that the strategies can be used to form real trading decisions, but those decisions are your own responsibility and we are in no way liable for losses or damages arising from your personal decisions, actions or trades.

At no point has any guarantee or promise been made that profits or earnings will arise by following or implementing the forex course content or the concepts taught therein. No guarantee is made that results similar to the Company's will occur.

Interpretation plays a role in trading methods and strategies, so what you believe is a trading opportunity may be different to another person's view of a trade. Be aware that a trading strategy without algorithmic methodology, rules and indicators can be interpreted and implemented in many different ways. The Company will not accept liability for any loss or damages arising from any misunderstandings, problems, losses or gains resulting from implementing such trading strategies.

#### **INDEMNIFICATION**

17. As a condition of your Subscription, you agree to indemnify, defend, and hold us, our officers, directors, employees, agents, representatives, information providers, and any other third party involved in or related to the Subscription harmless from and against any and all liabilities, claims, damages, losses, costs (including reasonable legal fees), or other expenses that arise directly or indirectly out of or from your Subscription.

#### INTELLECTUAL PROPERTY

18. All intellectual property rights in or arising out of or in connection with the Subscription, including any associated Course Materials ('Intellectual Property') shall remain the Company. The Company grants you a perpetual, non-exclusive, non-transferable royalty-free licence to use the Intellectual Property solely for your personal, non-commercial use. You may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate, or distribute in any way or by any means the Intellectual Property without the prior written permission of the Company.

- 19. For purposes of this clause, "intellectual property rights" means patents, trademarks, trade names, design rights, copyright, confidential information, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world.
- 20. Kindly take note that the terms of this Section shall survive the termination, early termination, cancellation, completion, or expiration of your Subscription.

#### PERSONAL INFORMATION

21. During your Subscription, we will process your personal data and special categories of personal data relating to you in accordance with the Company's Personal Data Protection Policy and Privacy Notice as may be updated from time to time. You can obtain a copy of the current Personal Data Protection Policy and Privacy Notice at any time from the Company. We may transfer your personal data outside Malaysia in accordance with the Company's Personal Data Protection Policy and Privacy Notice. You are required to comply with the Company's Personal Data Protection relating to the data processed by the Company. The terms of this Section shall survive the termination, early termination, cancellation, completion or expiration of your Subscription.

#### <u>PAYMENT</u>

22. You are required to pay the initial deposit upon your registration to the Subscription. The balance of the payment for the Subscription shall be made within seven (7) days after the date of your first online lesson is fixed. Failure to make payment for the remaining balance within the seven 7 days period or any such grace period given by the Company, will result in the cancellation of your Subscription and the Company entitles to forfeit your initial deposit as of right.

#### **TERMINATION**

- 23. Your Subscription with the Company will be terminated in the following circumstances: -
  - Expiration of your Subscription, i.e. three (3) months from your first online lesson;
  - b. If the Company exercises its right to terminate, cancel or discontinue your Subscription; and/or
  - c. If you fail to comply with these T&C.
- 24. For the avoidance of doubt, no fees, portion of the fees, or other fees payable under the Subscription will be refunded upon termination, early termination, cancellation, completion or expiration of the Subscription for any reason.

## YOUR UNDERTAKING AND OBLIGATIONS

- 25. The receipt of your Subscription is personal to you. You must not assign, share or transfer any of your rights or obligations under your Subscription or provide any Course Materials to any other person, by operation of law or otherwise, without our prior written approval ('assignment') and such attempted assignment shall lead to the immediate termination of your Subscription. Subject to the foregoing, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- 26. You acknowledge that the Company operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at the Company's staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. The Company may, in its reasonable discretion and without liability or an obligation, refuse to refund any fee/payment, and/or to terminate the Subscription of any student who engages in inappropriate behaviour.

- 27. You undertake to make sure that the speaker settings of your electronic devices are enabled and video is on. Please mute yourself when the speaker is talking. Your display name in Zoom (or any other online platform) during the online lessons should be provided in the following format: [Your Registered Name + Last four (4) digits of your registered phone number].
- 28. Punctuality is to be strictly observed. Any subscriber who fails to be punctual will be denied access and no replacement of lesson shall be granted.
- 29. You shall be responsible for all local logistics and audio-visual equipment in order for you to access each online lessons and the three (3) months after-class mentoring sessions, and for all fees and expenses associated with the foregoing.

#### **REMEDIES**

- 30. In the event of a breach by you, of any of the obligations as stated in the T&C, the Company in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement.
- 31. The parties hereby agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of the T&C and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defence that a remedy at law would be adequate.
- 32. The sole and exclusive maximum liability to the Company for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence), or otherwise) shall not exceed the total amount paid to us by you, if any, for Subscription to our Service, 20% of your Subscription Fee.

#### THIRD PARTY WEBSITE

33. The Course Materials may also contains hyperlinks to other website ('Third-Party websites') operated by parties other than the Company, its subsidiaries or affiliates, and other resources and advertisers.

We are not responsible for the availability of these Third-Party websites, nor is it responsible for any of the contents, advertising, products and or services, or other materials on such Third-Party websites. Such websites are in no way investigated, monitored or checked for accuracy or completeness by us.

Inclusion of any linked Third-Party website in the Course Materials does not imply approval or endorsement of the linked website by the Company, its subsidiaries and or affiliates.

If you decide to access the Third-Party websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate.

## **MISCELLANEOUS**

- 34. The sections of the T&C which by their nature are intended to survive the termination, early termination, cancellation, completion or expiration of your Subscription including any express limitations of or releases from liability shall continue as a valid and enforceable obligation of the party notwithstanding any such termination, early termination, cancellation, completion or expiration.
- 35. The headings in these T&C are for descriptive purposes only and shall not control or alter the meaning of these T&C as set forth, and do not in any way limit or amplify the text of these T&C.

- 36. The failure of the Company to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision.
- 37. These T&C, including the Company's policies governing your Subscription, comprise the entire agreement between you and the Company hereto with respect to the Subscription and supersedes any other agreements, negotiations, arrangements and commitments (whether oral or written) with respect to such subject matters and may not be varied or modified in any manner.
- 38. If at any time during the Subscription, any provision, condition, term, stipulation, covenant or undertaking of the Agreement or any part thereof is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions hereof.
- 39. All disputes or differences between Parties arising under or which are related to this Subscription upon which an amicable understanding cannot be reached within ninety (90) days shall be settled by Arbitration in accordance with the Asian International Arbitration Centre (AIAC) Arbitration Rules, except as hereinafter provided, and judgment upon the award entered by the arbitrators may be entered in any Court having jurisdiction thereof. The Parties agree that this Arbitration, if implemented under this Subscription, shall be held at a site selected by the Arbitrators in the Malaysia. The language of Arbitration shall be in English.
- 40. The relationship between you and the Company shall be governed and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have the jurisdiction to hear any litigation between you and the Company arising out or in connection with the Subscription, if Parties unable to resolve the dispute via Arbitration.