

# **Terms and Conditions**

# General

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# **Cancellation of Offer**

All goods, products, services, offers and guaranteed offers are available subject to availability and may be withdrawn without reason at any time.

#### **Force Majeure**

iTradePod shall have no liability to you for any failure to deliver Goods or perform Services ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond reasonable control including, without limitation to, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

# **Your status**

By placing an order with iTradePod, you are declaring that you are over the age of 18 and have sufficient legal status to enter into a binding agreement with iTradePod.

Where you are a legal entity other than an individual person, the person completing the order on behalf of that legal entity is declaring that they have legal authority to do so. Failure to hold such authority will result in the individual being personally liable as a party to the agreement.

# **Cancellation & Refund Policy**

iTradePod encourage potential clients to participate in our Online Trading Room 3-day FREE Trial which is our 'cooling-off' period to allow potential clients the opportunity be able to judge what to expect from iTradePod products services and that of some of iTradePod partners. The 3-day FREE Trial 'cooling-off' period is an opportunity for potential clients to ask any questions and to request a demonstration of a service or product ahead of purchasing it. If after 3-day FREE Trial 'cooling-off' period you do not feel that you will benefit from what we offer, you are under no further obligation to go ahead and lease, subscribe or continue using our Trading Room service or any other iTradePod service or product. By purchasing or leasing an iTradePod software licence or subscribing to any iTradePod service you acknowledge that you either have relinquished your entitlement to a 'cooling-off' period that an iTradePod 3-day Free Trial provides, or you have already participated in a 3-day Free Trial that has sufficiently demonstrated our approach and that in either case you accept that you will sufficiently benefit from your purchase and/or subscription so as to not request a refund claiming unsuitability of a product or service.

Nevertheless, each iTradePod product and service has its own specific refund policy:

#### **Certification Courses**

If you do decide to cancel a certification course, then any course materials supplied to you must be sent back to our London offices using a track-able signed for courier or postal service.

At the discretion of ITradePod management, we may in some instances accept deposits to secure your place on a certification course. If so, all remaining payments must be made in full within 10 business days before your date of training and all deposits (if accepted) are non-refundable.

#### Mentoring

For mentoring packages, refunds will not be made if requested outside of the 5 day cancellation period. Part refunds for mentoring services will not be made under any circumstances once the mentoring has begun.

#### **Trading Room**

Unless otherwise explicitly stated, trading room subscriptions that are inclusive of licensed third party software, which would usually be charged for separately, are non-refundable once the full licence key(s) has been issued to the trading room subscriber. By undertaking such subscriptions, the subscriber or potential subscriber agrees to partake in any available trials (paid or unpaid) of that software ahead of purchasing associated subscriptions to determine the suitability and/or compatibility etc., of the software.

Trading room subscriptions are non-refundable due to non-attendance by the subscriber.

It is the subscriber's responsibility to ensure the suitability and compatibility of any hardware or software that is required to access the Trading Room. If available, the subscriber may wish to partake in a trial (paid or unpaid) to confirm system suitability and/or compatibility etc. Refunds in these circumstances may be issued at the discretion of the iTradePod management.

#### Live Call Trading Room Guarantee Offer

Offer applies only to trades which are called live and / or identified in the Live PMA Service and only such trades will count towards the monthly PnL calculation. Offer only applies to Live Call trades called on ES and / or YM US Futures Index within advertised Trading Room opening times or identified during the Live Pre Market Analysis Service. In the unlikely event that during the monthly period the Live Call trading results calculated by the subscriber is at variance with those Live Call trades claimed by iTradePod staff, the final say will reference the results calculated by iTradePod staff. Live Call trades equivalent or equal to the cost of a monthly subscription advertised on the iTradePod website (\$189 at time of going to press but is subject to change without prior written notice) is based on trading sufficient multiple contracts so that our money management and risk management strategies can be implemented e.g. using 3 separate price targets and scaling out of trades. By accepting this Offer you accept that iTradePod is not offering financial advice and that all information and announcements are for education and / or informational purposes only and that not any aspect about this Offer nor any of any of our Live Services constitute instructions or financial advice in any form. This Offer does not imply in any way that iTradePod is recommending, advising, suggesting or encouraging subscribers to take any live financial trades in the financial markets at any time during any iTradePod subscription period or at any time beyond any iTradePod subscription period. iTradePod reserves the right to terminate this offer at any time without prior notice although we will honour the offer for subscribers that are undertaking the offer. Offer applies to a 1 month subscription only. Offer is only valid for the first ever month of subscription per person. Limited to only one Offer per person. No cancellation once your subscription has been activated. 1

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#### PMA Pad

In the case of the PMA Pad Software License, PMA Registration Key and PMA Pad Training Manual the purchase is non refundable as stated in the License Restrictions (vi) section of the associated PMA Pad End User License Agreement (EULA). The potential purchaser and purchaser is required to accept that they have read, understood and agreed with the EULA at various milestones: firstly prior to purchase on the PMA Pad sales page; and secondly prior to installing the PMA Pad software and PMA Training Manual and other associated installation software otherwise the installation on the target machine will halt; and thirdly the end user is reminded of the EULA each time the PMA Pad software is started. Thus, by purchasing, installing, running the "PMA Pad" the End User agrees to be bound by the terms of the EULA. The EULA is viewable at the start up of the software, the EULA is installed in the installation folder the installation machine visit on or http://www.itradepod.com/Content/Policies/PMA-Pad-End-User-License-Agreement.pdf and specifically refer to License Restrictions (vi).

See the <u>PMA Pad End User License Agreement (EULA)</u> and <u>system requirements</u> for full details, available via the iTradePod website.

#### Events

iTradePod recognise that on occasions delegates will register for an event and subsequently find that they are unable to attend. In these situations, by registering, you accept responsibility to notify us of the need to cancel no less than 48 hours in advance.

Similarly we will, on occasion, find it necessary to cancel or postpone an event, change the event location and change the event presenter or any other event detail without prior notice. Nevertheless, when this need arises we are committed to taking positive steps to alert you to the cancellation as soon as possible. By registering for any iTradePod event the delegate accepts that iTradePod will accept no responsibility or liability for costs and inconvenience associated with any event amendments and/or cancellation.

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