### **Traders Bay Terms and Conditions**

**1. Introduction** Welcome to Traders Bay. These Terms and Conditions ("Terms") govern your access to and use of the Traders Bay 90-Day Forex Program ("Service"). By signing up for, making a deposit, or otherwise accessing the Service, you agree to be bound by these Terms. If you do not agree, do not use our Service.

**2. Description of Service** The Traders Bay 90-Day Forex Program is an online-based learning program designed to teach Forex trading from basics to advanced charting. The program duration is 90 days and is delivered via email or Telegram. The structure is as follows:

- Month 1: Theory lessons to build foundational knowledge.
- Month 2: Practical exercises to apply theoretical concepts.
- Month 3: Upon successful completion and tutor approval of all exercises, clients are assigned a strategy development task. This marks the program's conclusion.

This Service is for educational purposes only. Traders Bay does not provide investment advice.

Traders Bay is committed to delivering all course materials, exercises, and access to relevant resources within the agreed timeline. Failure to do so entitles the client to request a resolution, including a time extension or other reasonable compensation.

# 3. Payment Terms

- Signing up or making a deposit constitutes agreement to these Terms.
- **Cancellation Policy:** Cancellations are permitted within 24 hours of signing up. Clients who cancel within this timeframe will receive a 50% refund due to administrative costs incurred immediately upon registration.
- After the 24-hour cancellation window, **no refunds** are offered under any circumstances.
- By making a payment, you confirm that your funds are not derived from any illegal activity and that you can afford this Service.

# 4. Client Obligations

- Clients are expected to fully engage with the program, complete all exercises, and adhere to all rules outlined by Traders Bay.
- Traders Bay takes no responsibility for lack of effort, commitment, or failure to follow instructions provided during the program.

- Clients must maintain communication through the registered phone number provided at the time of sign-up. If a client changes their phone number or becomes unreachable, they must notify Traders Bay immediately. Failure to do so will be considered a compromise to our communication process, and the program may be discontinued at Traders Bay's discretion.
- Clients have up to **48 hours** after receiving confirmation of completion of their Month 2 exercises to request the final strategy assignment for Month 3. Failure to request within this timeframe may result in forfeiture of the assignment and discontinuation from the program.
- Clients have a **maximum duration of 90 days** to complete the program. Any client exceeding this timeframe without prior approval from Traders Bay may be considered as having abandoned the program, and no refunds or extensions will be granted.

### 5. Prohibited Conduct

Clients are prohibited from engaging in the following actions:

- Privately messaging other members of the program to ensure client protection and prevent potential harms.
- Abusing, harassing, or disrespecting Traders Bay staff, brand representatives, stakeholders, or other clients.
- Sharing or distributing any accepted, cleared, or proprietary content from Traders Bay groups or channels without express permission from the brand. Violators will be subject to a penalty fee of up to \$5,000 or the equivalent in local currency, and potential legal action to recover damages caused by unauthorized distribution.
- Making threats, attempts, or actions to resell or misuse Traders Bay's proprietary content without explicit written permission. Such actions will incur a penalty fee of up to \$5,000 or the equivalent in local currency, and legal action may be pursued to recover damages.
- Using offensive language, making threats, or engaging in any form of defamatory behavior against the brand or its stakeholders.

Any issues or disputes must be directly communicated to Traders Bay for resolution. Failure to comply with these rules may result in suspension or permanent removal from the program without refund, and Traders Bay reserves the right to take legal action.

### 6. Bonus Offerings

- Traders Bay may offer bonuses at special times through promotional campaigns as determined by the brand.
- These bonuses vary, are subject to availability, and must strictly adhere to promotional rules.
- To qualify for any bonuses, a client must:
  - Successfully complete the program within the stipulated 90-day period.
  - Display sound understanding of the material through participation and weekly journaling.

- Demonstrate support for the brand by referring at least **one** client to the same program.
- Meeting all criteria does not guarantee a bonus but ensures the client's eligibility for consideration.
- Bonuses are **extra promotional offers** that do not form part of the core program package. They do not influence the value or success of the program itself.
- Traders Bay is not responsible for a client's perceived reliance on a promotional item. Success in Forex trading is not determined by the receipt of any promotional bonuses.

### 7. Forex Disclaimer

- Forex trading involves significant risk and is not suitable for everyone. Past performance does not guarantee future results.
- Forex trading is not a "get rich quick" scheme. Results vary based on individual effort and market conditions.
- Traders Bay provides mentorship and informational resources only. We do not offer investment advice. Clients should seek financial advice from certified professionals before engaging in Forex trading.

### 8. Limitation of Liability

- Traders Bay shall not be held liable for any losses, damages, or adverse outcomes arising from your participation in the program or your trading activities.
- Traders Bay is responsible for ensuring that all modules, exercises, and access to learning materials are provided as promised. In the event of failure on our part, clients are entitled to request an appropriate resolution.
- By using the Service, you acknowledge that you are solely responsible for any trading decisions you make.

**9. Referral Program** If applicable, referral payouts will be processed based on the profile created at the time of registration. Traders Bay reserves the right to withhold referral payments if misuse or fraudulent activity is detected.

**10. Indemnification** You agree to indemnify and hold harmless Traders Bay, its affiliates, employees, and agents from and against any claims, liabilities, damages, or expenses arising out of your use of the Service, violation of these Terms, or violation of any applicable laws.

### 11. Miscellaneous Provisions

- **Program Modifications:** Traders Bay reserves the right to modify or terminate the program at any time without prior notice.
- **Dispute Resolution:** Any disputes arising from these Terms shall be resolved under the laws of Botswana and South Africa, where applicable.
- **Non-Transferable:** This Service is non-transferable and must be used solely by the registered client.
- **Privacy:** Traders Bay will handle all client data in compliance with applicable data protection laws.

**12. Final Agreement** By making a payment to Traders Bay, you agree to these Terms and Conditions in full. You acknowledge that you have reviewed this document, understand the risks associated with Forex trading, and are committed to adhering to the rules and obligations outlined herein.