

TRADING MENTOR ONLINE WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website www.tradingmentor.online and associated platform or mobile application from time to time (**our site**).

- *Who we are and how to contact us.*
- *By using our site you accept these terms.*
- *There are other terms that may apply to you.*
- *We may make changes to these terms.*
- *We may make changes to our site.*
- *We may suspend or withdraw our site.*
- *You must keep your account details safe.*
- *How you may use material on our site.*
- *Do not rely on information on our site.*
- *We are not responsible for websites we link to.*
- *User-generated content is not approved by us.*
- *Our responsibility for loss or damage suffered by you.*
- *Exclusion of liability for digital content.*
- *How we may use your personal information.*
- *Uploading content to our site.*
- *Rights you are giving us to use material you upload.*
- *We are not responsible for viruses and you must not introduce them.*
- *Rules about linking to our site.*
- *Which country's laws apply to any disputes?*

WHO WE ARE AND HOW TO CONTACT US

<https://www.trainingmentor.online> is a site operated by Improve Your Future Limited, trading as Training Mentor Online ("We"). We are a private limited company whose registered business address is The Granary, Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT. Our registered company number is 12107136.

To contact us, please email us at hello@tradingmentor.online.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [\[INSERT AS LINK TO SITE'S PRIVACY POLICY\]](#).
- Our Cookie Policy [\[INSERT AS LINK TO COOKIE POLICY\]](#), which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any **content** on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [\[EMAIL ADDRESS\]](#).

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to **content** posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of **content** on our site must always be acknowledged.

You must not use any part of the **content** on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The **content** on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the **content** on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the **content** on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the **contents** of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on hello@tradingmentor.online.

WE ARE NOT RESPONSIBLE FOR ANY INFORMATION PROVIDED BY A TRADING MENTOR

Any advice or information provided by a Mentor is the sole advice or information of that Mentor. Such advice or information should not be interpreted as approval by us of such advice or information. We are providers of the website and platform only all other services are between you and the Mentor as a separate agreement, which is facilitated by us, in accordance with the terms and conditions of this agreement, and any other terms or policies on our website from time to time.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any product or service to you.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any **content** on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any **content** displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy [\[LINK TO PRIVACY POLICY\]](#).

TRADING MENTOR ONLINE FEES

Service fees. Mentors will pay Trading Mentor Online a service fee for the use of the Site Services, including the communication, invoicing, reporting, dispute resolution and payment services, including facilitating arbitration services and any payment protection as described in the applicable Escrow Instructions and terms (the “**Service Fees**”). The Service Fees (to use the Platform services) are paid solely by Mentor. When a Client pays a Mentor for a Project or when funds related to a Project are otherwise released to a Mentor as required by the applicable Escrow Instructions.

Trading Mentor Online escrow will credit the mentor escrow Account for the full amount paid or released by the Client, and then subtract and disburse to Trading Mentor Online the Service Fee. The Mentor hereby irrevocably authorises and instructs Trading Mentor Online Escrow to deduct the Service Fee from the Mentor Escrow Account and pay Trading Mentor Online on Mentor’s behalf.

Payment terms and escrow services.

Escrow services. Trading Mentor Online provides escrow services to Users to deliver, hold, and/or receive payment for a Project, and to pay fees to Trading Mentor Online. The Escrow Services are intended for business use, and you agree to use the Escrow Services only for business purposes and not for consumer, personal, family, or household purposes.

We are not a banking facility. We merely act as a payment intermediary and do not provide any sort of banking facility. We proceed payments from a customer and when they receive the services you will be paid the amount, less our service fee.

NON-PAYMENT

If Client is in “**default**”, meaning the Client fails to pay the Mentor Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorised representative of Trading Mentor Online). The Client will be deemed to be in default on the earliest occurrence of any of the following:

- (a) The Client fails to pay the Mentor Fees when due;
- (b) The Client fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 14 days after accrual of the charge, an account current after a credit or debit card is declined or expires;
- (c) The Client fails to pay an invoice issued to the Client by Trading Mentor Online within the time period agreed or, if no period is agreed, within 14 days;
- (d) The Client initiates a chargeback with a bank or other financial institution resulting in a charge made by Trading Mentor Online for Mentor Fees or such other amount due being reversed to the Client; or
- (e) The Client takes other actions or fails to take any action that results in a negative or past-due balance on the Client’s account.
- (f) If the Client is in default, we may, without notice, temporarily or permanently close the Client’s Account and revoke the Client’s access to the Site and Site Services, including the Client’s authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Mentor Services from other Users through the Site. However, Client will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the Client’s Account as a result of the default. Without limiting other available remedies, Client must pay Trading Mentor Online upon demand for any amounts owed, plus interest on the outstanding amount at 8% per annum interest, plus legal fees, and other costs of collection to the extent permitted by applicable law.
- (g) At our discretion and to the extent permitted by applicable law, Trading Mentor Online may, without notice, charge all or a portion of any amount that is owed on any Account to Trading Mentor Online or as Mentor Fees or otherwise to any Payment Method on file on the Client’s Account; set off amounts due against other amounts received from Client or held for the Client by Trading Mentor Online, Trading Mentor Online Escrow or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate

with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

- (h) Trading Mentor Online does not guarantee that Client is able to pay or will pay Mentor Fees and Trading Mentor Online is not liable for Mentor Fees if Client is in default. Mentor may use the dispute process as described in the applicable Escrow Instructions in order to recover funds from Client in the event of a default or may pursue such other remedies against Client as Mentor chooses. If Trading Mentor Online recovers funds from a Client in default pursuant to this clause 8, Trading Mentor Online will disburse any portion attributable to Mentor Fees to the applicable Mentor to the extent not already paid by Client or credited by Trading Mentor Online through any Payment Protection program.
- (i) Client acknowledges and agrees that Trading Mentor Online or its Affiliates, Trading Mentor Online Escrow or Elance Ltd., will charge or debit Client's designated Payment Method for the Mentor Fees incurred as described in this Agreement and once Trading Mentor Online charges or debits the Client's designated Payment Method for the Mentor Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. The Client also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Client resolve disputes.
- (j) To the extent permitted by applicable law, the Client and the trading mentor therefore agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Mentor Fees or other fees charged pursuant to the Terms of Service for any reason. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Client initiates a chargeback in violation of this Agreement, Client agrees that Trading Mentor Online may dispute or appeal the chargeback and institute collection action against a Client and take such other action it deems appropriate.

PAYMENT METHODS

In order to use certain Site Services, the Client and Trading Mentor must provide account information for at least one valid Payment Method. By using our service you hereby authorise Trading Mentor Online to run credit and debit card authorisations on all credit and debit cards provided by Client, to store credit card and banking or other financial details as Client's method of payment consistent with our [Privacy Policy](#), and to charge Client's credit card (or any other Payment Method) for the Mentor Fees and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we

may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

When a Client or Trading Mentor authorises a payment using a Payment Method via the Site, Client represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means.

Trading Mentor Online is not liable to any User if Trading Mentor Online does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honour any credit or debit to or from an account associated with such Payment Method. Trading Mentor Online will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

Non-Solicitation and Non-Circumvention

All payment must be via our platform. You acknowledge and agree that a substantial portion of the compensation Trading Mentor Online receives for making the Site available to you is collected through the Service Fee described in this agreement and that in exchange a substantial value to you is the relationships you make with other Users when you identify or are identified by another person through the Site or Site Services (the "**Trading Mentor Online Relationship**"). Trading Mentor Online only receives the Service Fee when a Client and a Mentor pay and receive payment through the Site. Therefore, except as set out in this clause 10 (the "**Non-Circumvention Period**"), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that person or arising out of your relationship with that person and not to circumvent the payment methods offered on the Site. If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business or its successor when acting in that capacity with respect to the other User.

By way of illustration and not in limitation of the foregoing, you agree not to:

- (k) Offer or solicit or accept any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site.
- (l) Invoice or report on the Site or in a Conversion Fee request an invoice or payment amount lower than that actually agreed, made, or received between Users.

- (m) Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments other than through the Site.
- (n) You further agree you will not initiate unsolicited communications with any User outside of the Site, including, without limitation, using any information found on the Site such as name, company name, or other information on the Site, to solicit, contact, or attempt to solicit or contact or to find the contact information of any other User.
- (o) You agree to notify Trading Mentor Online immediately if a person suggests to you making or receiving payments other than through the Site in violation of this Section 10 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Trading Mentor Online by writing to us at hello@tradingmentor.online.
- (p) Acknowledge and agree that a violation of any provision in this Section 10.1 is a material breach of the Terms of Service. Your Account may be permanently suspended and charged the Conversion Fee (defined above) if you violate this Section 10.1. If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to cease using the Site, you may pay the Conversion Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

BREACH AND OPTING OUT

You may not opt out of the obligation with respect to clause 10.1 except without our express prior permission in writing. The Trading Mentor will be required to pay us a fee for any such opting out, as described in our agreement with them.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in this and all other policies on our website.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you

will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our policies.

You are solely responsible for securing and backing up your content.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to our site, you grant us the rights to use that content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of **content** on our site other than that set out above, please contact hello@tradingmentor.online.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

END OF DOCUMENT