



## Autochartist Trade Ideas Subscriber Agreement

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Account Holder First Name \_\_\_\_\_ Account Holder Last Name \_\_\_\_\_

Tradefair Financials Account Name \_\_\_\_\_ Tradefair Financials Account Number \_\_\_\_\_

Email Address \_\_\_\_\_

### Autochartist™ Trade Ideas Disclaimer & Terms And Conditions

#### Subscription Agreement Terms & Conditions

1. In consideration of Tradefair Financials making the Autochartist service (the "Service") available to the subscriber ("Subscriber"), Subscriber agrees and acknowledges as follows:

##### 2. License and Access

- Subscriber will be granted access to the Service through Tradefair Pro® and Tradefair Web® trading software. Subscriber is granted a non-exclusive, non-transferable license to view the content of the Service, and to use the content for Subscriber's personal trading.
- Subscriber will receive use of the Service, without any license fee, where Subscriber has an account with Tradefair Financials with a balance of GBP £1,500 or more (or equivalent in other base currency).
- Use of the Service by Subscriber constitutes acceptance of the Terms and Conditions of this Subscription Agreement, and Subscriber hereby confirms that Subscriber understands and agrees to be bound by this Subscription Agreement.

##### 4. Intellectual Property

- Tradefair Financials is the licensor of the intellectual property rights in the Service as well as information, documents and other materials used by Tradefair Financials to provide the Service.
- Nothing in this Subscription Agreement gives to the Subscriber any Intellectual Property Rights in the Service or in any information, documents or other materials used by Tradefair Financials to provide the Service.
- Subscriber must not copy or redistribute to any other person the content of the Service.

##### 5. Subscription Term

The term of the license shall be the period of time during which Subscriber maintains an account with Tradefair Financials. The license and access shall immediately terminate if Subscriber's Tradefair Financials account is closed, or if Tradefair Financials ceases offering the Service to its customers.

##### 6. Disclaimer of Warranties and Liability

Subject to any condition, warranty or right implied by any applicable law:

- The Service is provided by Autochartist ("third party provider") who is separate and independent from Tradefair Financials, and neither Tradefair Financials nor the third party provider of the Service is an agent of the other. Tradefair Financials is not responsible for the content of the Service, and does not warrant its completeness or accuracy. Tradefair Financials does not warrant that Subscriber's use of the Service will be uninterrupted or error-free, or that such use will satisfy the Subscriber's requirements.
- Tradefair Financials warrants that it is licensed by the third party provider to grant the license granted to Subscriber in this Subscription Agreement.
- Tradefair Financials and the third party provider of the Service give no warranties, whether in relation to service standards, reliability, availability or otherwise and Subscriber has no other rights, apart from those set out in this Subscription Agreement. Tradefair Financials and the third party provider make no other warranties or representations of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Tradefair Financials and the third party provider will not be liable for any delay, down time or other failure of performance of the Service, but Tradefair Financials will use reasonable efforts to correct any performance problem brought to its attention. Tradefair Financials and the third party provider will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the Service or its use. Tradefair Financials does not control, and is not responsible for any promotional material concerning the Service that is published by the third party provider or by anyone other than Tradefair Financials.

##### 7. Risk Disclosure

- Subscriber understands and acknowledges that all orders for trades pursuant to information, opinions or any other content of the Service are for the sole risk of the Subscriber.

2. Subscriber understands that there is substantial risk in trading foreign currencies and other instruments with or without the Service, and that past results are not necessarily indicative of future results. Tradefair Financials and the third party provider of the Service make no representation as to the suitability of the Service for use by Subscriber.

3. Subscriber must determine for himself or herself whether, and to what extent, the use of the Service is suitable for Subscriber.

## 8. Termination

Tradefair Financials may immediately terminate the license granted under this Subscription Agreement at any time for any reason.

## 9. Governing Law and Venue for Disputes

This Subscription Agreement will be governed by the laws of Michigan, without regard to its conflict of laws principles. Any dispute arising from or relating directly or indirectly to this Subscription Agreement shall be settled only by a court located in Kent County, Michigan.

## Disclaimer

The service (Service) includes chart pattern identification relating to foreign exchange (forex). Any trade ideas generated by the Service should be independently evaluated by you before you make any trades based on these ideas. Trade ideas and probability calculations are based on historical data and patterns which will not necessarily repeat in the future. While the trade ideas are based upon information obtained from sources believed by Tradefair Financials to be reliable, they are predictive in character and may be affected by inaccurate assumptions or by known or unknown risks and uncertainties and trade ideas may differ materially from actual trading results. You should not trade with money that you cannot afford to lose.

Investors should not place undue reliance on the trade ideas provided by the Service. Past results are not necessarily indicative of future results. As such, the trade ideas provided by the Service may differ materially from results ultimately achieved. The projections or projected results discussed within the Service and its related media content may not be achieved.

All opinions, news, research, analyses, prices and other information are provided as general market commentary and not as investment advice. They do not take into account the investment objectives, financial situation or particular needs of any individual investor.

Tradefair Financials makes the Service available to its customers to assist them in making their own trading decisions. While Tradefair Financials believes the Service can be a useful trading tool, Tradefair Financials does not represent or warrant that any particular results will be achieved from using the Service.

INVESTMENTS IN THE FOREX MARKET ARE HIGHLY SPECULATIVE AND THE RISK OF LOSS CAN BE SUBSTANTIAL, BECAUSE YOU MAY LOSE NOT ONLY YOUR INITIAL INVESTMENT AND THE EQUITY IN YOUR ACCOUNT, BUT ALSO ALL LOSSES INCURRED IN RELATION TO YOUR ACCOUNT. THIS KIND OF INVESTMENT IS NOT SUITABLE FOR ALL INVESTORS. YOU SHOULD CAREFULLY CONSIDER WHETHER SUCH INVESTMENT IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. YOU MAY SEEK PROFESSIONAL ADVICE FROM A FINANCIAL ADVISOR PRIOR TO DECIDING WHETHER TO INVEST. THIS DISCLAIMER DOES NOT DISCLOSE ALL OF THE RISKS AND OTHER SIGNIFICANT ASPECTS OF INVESTING IN FOREX. THEREFORE, YOU SHOULD CAREFULLY REVIEW THE DISCLOSURES CONTAINED IN THE TRADEFAIR FINANCIALS ACCOUNT OPENING DOCUMENTS AND THE SUBSCRIPTION AGREEMENT FOR THE SERVICE IN THEIR ENTIRETY BEFORE DECIDING TO USE THE SERVICE AND CAREFULLY CONSIDER THE RISKS DESCRIBED IN THOSE DOCUMENTS IN LIGHT OF YOUR OWN PARTICULAR INVESTMENT OBJECTIVES AND FINANCIAL CIRCUMSTANCES TO DETERMINE WHETHER SUCH INVESTMENT IS SUITABLE FOR YOU.

## Definition of Probability

Probability: Means the overall probability of hitting the forecast level. Probability in this context is based on historical patterns which will not necessarily repeat themselves in the future. The method for calculating the overall probability is therefore predictive in character and the result of the calculations may differ materially from results ultimately achieved. Probability is calculated by combining the probabilities of reaching the forecast level for each characteristic of the trade opportunity, namely: the type of pattern; the direction of the pattern; the hour of day in which the pattern was identified; the currency pair on which the opportunity was identified; and the data interval of the underlying data. Therefore, whereas mathematical probability is based on all possible future outcomes, probability in this context is not that same as mathematical probability because it is based on past performance and should not be relied upon as a reliable indicator of future performance.

About the product: Autochartist™ Trade Ideas from Autochartist™ allows you to test your existing analysis and strategies while reducing the amount of guesswork behind your positions. It provides you with real-time trade ideas rooted in Autochartist's Chart Pattern Recognition software.

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I agree to the Disclaimer & Terms and conditions stated above

Account Holder Signature \_\_\_\_\_ Date \_\_\_\_\_