# TMM INTERNATIONAL LTD GENERAL TERMS OF USE

Welcome to Trade My Money (TMM) International! These terms lay out the framework for your use of our platforms, specifically <u>https://trademymoney.com/</u>, including browsing the website and accessing the services provided by TMM International Ltd. Contact Us page at <u>https://trademymoney.com/#contact</u>.

**Agreement Details:** By using our platforms and services, you agree to abide by these terms, which constitute a contract between you and TMM International Ltd. This contract includes these terms and any other documents referred to within them, along with the information provided on the TMM International Online Platform. Please review these terms regularly, as they may be updated periodically to ensure relevance and compliance.

### **1. DEFINITIONS**

For the purposes of these Terms, the following definitions shall apply:

1.1 "Customer Profile" means the user interface located on the Website;

1.2 "Content" means the Website and all Services, including the Customer Profile, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services;

1.3 "Customer" means the end user of the Services provided on this website;

1.4 "The Challenge and Validation account" means trading accounts related to trading and/or education courses provided as part of the Services by the Provider;

1.5 "Challenge account", "Validation account" and "Trader account" means a trading account, which relates to the TMM Trader program;

1.6 "Forbidden Trading Practices" means trading practices strictly forbidden while using our Services and are more detailed in Clause 4.4 of these Terms;

1.7 "Free Trial" means the period in which the Customer can try out the Services offered by the Provider prior to a contract being concluded between the Customer and the Provider;

1.8 "Provider" means TMM International Ltd;

1.9 "Platform" means the TradeMaster electronic platform provided by Us in which the Customer performs the Self-Assessment trading and later on the TMM Trader program;

1.10 "Services" means the Provider's Services as set out in Clause 3;

1.11 "Terms" means these General Terms and Conditions of TMM International;

1.12 "Website" means the website hosting our Platform and located on https://trademymoney.com/;

1.13 "Calendar Day" means the period from midnight to midnight of the time currently valid in the United Kingdom;

1.14 "Initial capital" means a fictitious amount that the Customer has chosen when selecting a particular option of the Self-Assessment and which the Customer will use to perform on the "Challenge account", "Validation account" and "Trader account";

1.15 "We", "Us", "Ours" shall have the same meaning as "Provider" (Clause 1.7 above);

1.16 "You", "Your", "Yours" shall have the meaning set out in "Customer" above (Clause 1.3 above);

1.17 Challenge Stage shall mean the period between the activation of the Customer's account by paying the applicable subscription fees and the following 30 calendar days. The Challenge Stage can end after 10 calendar days if the Customer is successful in completing the requirements of the Challenge stage as further defined in Clause 3.7. 1.17 Validation Stage shall mean the stage following the Challenge stage and the consequent 30 calendar days. The Validation Stage can end in 10 calendar days if the Customer fulfils the requirements of the Validation Stage, further defined in Clause 3.7.b.

#### 2. USE OF THE WEBSITE

2.1 Your access to and use of the Website are contingent upon the following usage and conduct restrictions:

2.2 You agree not to, under any circumstances:

a. Utilise the Services for any purpose other than your personal, non-commercial use, as permitted by the standard functionality of the Services.

b. Gather or extract any personal data of any Website user or Service user.

c. Disseminate any portion of the Website or the Services without our explicit written consent (We grant public search engine operators permission to utilise spiders to index materials from the Website solely for the purpose of creating publicly-available searchable indices, but we reserve the right to revoke this permission at any time, either generally or specifically).

d. Employ the Services for any unlawful purpose or for the advancement of illegal activities.

e. Provide false or misleading information during account registration.

f. Interfere with or attempt to disrupt the proper operation of the Services.

g. Engage in any automated use of the Website, the Services, or associated systems, or undertake any action that we determine to impose or potentially impose an unreasonable or disproportionately large burden on our servers or network infrastructure.

h. Circumvent any robot exclusion headers or other measures we implement to restrict access to the Services, or use any software, technology, or device to scrape, spider, or crawl the Services or to collect or manipulate data.

i. Evade, disable, or otherwise tamper with any security features of the Services or features designed to prevent or restrict the use or copying of content, or enforce usage limitations on the Services or the content available through the Services.

2.3 You acknowledge and agree that any liability, loss, or damage resulting from the use of any content you make available or access through your use of the Services is solely your responsibility. The Website does not and cannot pre-screen or monitor all user-generated content. However, at our discretion, we or the technology we employ may monitor and/or record your interactions with the Services or other users.

2.4 You must be at least 18 years of age or the relevant legal age in your country of residence to use the Services.

#### **3. SERVICES AND ORDERING**

3.1 To access our services via the Website, you must complete the requisite registration process and establish your username and password.

3.2 Our services encompass, but are restricted to the Challenge, the Validation, and Trader Accounts.

3.3 By providing a company registration number, tax registration number, or similar information during registration or in your Customer Profile, or by declaring yourself as a legal entity, you will be categorised as a company under these Terms. Consequently, consumer rights granted by applicable laws will not be applicable to you when using the Services.

3.4 The fee for the Self-Assessment varies based on factors such as the initial capital amount, fulfilment of criteria for the Challenge Stage and subsequent Validation Stage, and potentially other configurations. The final fee is determined based on the selected initial deposit.

3.5 Upon payment of the applicable fees, the Customer gains access to the Self-Assessment. These fees are non-refundable under the following circumstances: if the Customer cancels their Profile or requests cancellation via email, terminates the use of the Services prematurely (e.g., fails to complete both the Challenge and- or the Validation Stages), fails to meet the conditions of both the Challenge and- or the Validation Stages, or violates these Terms.

3.6 We reserve the right to cancel your account without notice if you fail to meet one or more of the passing criteria for completing both the Challenge and the Validation Stages. Your account may also be cancelled due to excessive daily drawdown or if the total losses exceed the maximum drawdown limits of your account. In any of these cases, you will not be entitled to a refund.

3.7 The completion of the Challenge shall be dependent upon you passing certain criteria of your self-assessment, which is outlined on our website.

#### CHALLENGE STAGE

At this Stage You need to pay subscription fees which will be refunded once You have successfully completed both Stages of the Self-Assessment. Refunds are only possible for 2-phase challenges.

#### VALIDATION STAGE

The Validation stage is the second and final step of our 2- phase Evaluation Process. The purpose of the validation stage is to test your trading consistency.

3.8 The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.

3.9 Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The Provider will immediately confirm the receipt of Your order to Your email address. In the case of the Self-Assessment, the order is completed upon receiving the payment of the fee for the selected option, whereby the contract between You and the Provider is executed, the subject of which is payment of the selected subscription fees and the provision of the Self-Assessment.

3.10 You agree and acknowledge that TMM International acts solely as a platform provider and does not handle any customer money and it does not act as a payment provider for any of the services. Therefore, TMM International is not liable to be regulated by any local or international regulators. Shall you have any complaints about the services or the platform, please contact us on support@trademymoney.com and we shall do our best to resolve the issues you have raised as soon as you flag them.

3.11 The Customer may request the cancellation of their Profile at any time by emailing support@trademymoney.com. Such a request will be considered a termination of Services, and the Customer will no longer have access to the Services, including the Customer Profile and the Platform. In this case, no refund will be provided for fees already paid or costs incurred. Refunds are only available as specified in Clause 5.6 below.

### 4. TRADING

4.1 During the Self-Assessment trading period on the TradeMaster Platform, you may perform any transactions unless they constitute forbidden trading strategies or practices as defined in these Terms.

4.2 You agree to follow standard market rules and practices for trading on financial markets (e.g., risk management rules). Additional restrictions may be imposed by the trading conditions of the Platform.

4.3 You acknowledge that the Provider has access to information about all trades you perform on its Platform. You consent to the Provider sharing this information with its affiliates or associated entities. You also authorise the Provider and these entities to handle this information as they see fit. This may be done automatically without any further consent, consultation, or approval from you, and you are not entitled to any remuneration or revenue from the use of this data.

4.4 When trading on TMM accounts, it is strictly prohibited to:

a. Use trading strategies that exploit errors in the services, such as errors in price display or delays in updates;

b. Perform trades using an external or slow data feed;

c. Manipulate trading by performing trades, alone or in concert with others, including between connected accounts or accounts held with different entities, such as by entering into opposite positions simultaneously;

d. Perform trades in contradiction to these Terms;

e. Use software, artificial intelligence, ultra-high-speed methods, or mass data entry that manipulates, abuses, or gives you an unfair advantage when using our systems or services; or engage in any trading practices that deviate from standard practices in the Forex or other financial markets, or that could cause financial or other harm to the Provider.

4.5 Furthermore, the Customer shall not exploit the Services by performing trades without adhering to market-standard risk management rules, including but not limited to:

a. Opening significantly larger positions compared to your other trades on this or any other account;

b. Opening significantly smaller or larger numbers of positions compared to your other trades on this or any other account.

The Provider reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations constitute Forbidden Trading Practices.

4.6 If the Customer engages in any of the Forbidden Trading Practices described in Clause 4.4, the Provider reserves the right to take appropriate actions as deemed necessary.

#### **5. PAYMENT TERMS**

5.1 Upon registration, You will only be liable to pay a subscription fee if You choose to proceed with the self-assessment.

5.2 If you choose to proceed with using our Services, we currently accept Cryptocurrency and credit card payments. Please note, payments are handled by third-party payment providers. Please make sure that You familiarise Yourself with the applicable Terms and Conditions of any payment systems You use to make a payment to us.

5.3 All taxes are covered by the service fees. Entrepreneurs must ensure they comply with their tax obligations according to applicable laws. If any tax liability arises, they must promptly pay the necessary taxes or other fees.

#### 6. CLIENT PORTAL AND TRADING PLATFORM

**6.1** Each Customer is permitted to have only one Client Portal, and all Services related to the Customer must be managed within this Client Portal.

**6.2** The number of **TMM** Evaluations and **TMM** Verifications within a single Client Portal may be restricted, depending on the total initial capital amounts of the products ordered by the Customer or based on other criteria.

**6.3** Unless the Provider grants an exception, Customers cannot transfer initial capital amounts between individual products or combine them. Additionally, Customers are prohibited from transferring or combining performance metrics, Service parameters, data, or any other information between different products.

**6.4** Access to the Client Portal and Trading Platform is secured by Customer login credentials, which must not be shared with third parties. If the Customer is registered as a legal entity, authorised employees and representatives may be allowed access to the Services through the Customer's Client Section. The Customer is responsible for all activities conducted via the Client Portal or Trading Platform. The Provider assumes no responsibility and the Customer is not entitled to any compensation for any misuse of the Client Portal, Trading Platform, or any part of the Services, nor is the Provider liable for any negative consequences resulting from misuse if such misuse occurs due to the Customer's actions.

**6.5** It may be necessary for the Provider to perform scheduled or unscheduled repairs, maintenance, or upgrades, which could temporarily affect the quality of the Services or cause partial or complete outages. The Provider does not guarantee advance notification of these activities, nor that the Services will be uninterrupted or error-free. Any degradation or interruption in the Services will not entitle the Customer to a refund or credit of any fees paid. In particular, the Provider is not responsible for the unavailability of the Client Portal or Trading Platform, nor for any damage or loss of data or other content uploaded, transferred, or stored by the Customer through these platforms.

#### 7. TERM; TERMINATION; SUSPENSION OF SERVICES

**7.1** The term of the GTC begins with the Customer's initial use of the Services and continues through any subsequent use of the Services thereafter.

**7.2** The Customer can request cancellation of the GTC at any time by emailing support@trademymoney.com. This request is regarded as the Customer's intention to terminate the contract, which results in the Customer no longer being allowed to use the Services, including the Client Portal and Trading Platform. Upon receiving the request, the Provider will immediately confirm receipt via email, officially ending the customer is not eligible for any refund of fees already paid or reimbursement of incurred costs.

**7.3** Unauthorised use of the Services will be considered a material breach of the GTC. The Provider reserves the right, at its sole discretion, to terminate your password, account, or access to the Services if you violate or fail to comply with the GTC. If the Services are suspended due to non-payment or any other reason, you must re-subscribe to the Services to regain access, including paying any applicable fees required for new subscribers.

**7.4** The Customer maintains lifetime account status as long as the subscription remains active. An account is deemed active if the subscriber has contacted the Provider within the last 120 days or successfully logged into the Client Portal. If an account remains inactive for over 120 days, it will be disabled. The Customer can reactivate the account by submitting a written request.

**7.4.1** Notwithstanding the above, the Provider will terminate the provision of Services without refund if the Customer fails to place a trade order for at least ninety (90) consecutive days, at any time following the activation date of the respective account.

# 8. RULES OF THE TMM CHALLENGE

**8.1** During the TMM Evaluation and TMM Verification simulated trading on the Trading Platform, you are free to execute any transactions unless they violate the terms outlined in clause 9. You also agree to adhere to ethical standards and guidelines while trading on financial markets, such as risk management rules. Additionally, the specific terms of the Trading Platform you are using may impose certain restrictions.

**8.2** You agree that information about the demo trades you execute on the Trading Platform may be accessible to the Provider. You grant the Provider permission to share this information with individuals or entities within its network or those affiliated with it. You also authorise the Provider and these affiliated parties to utilise this information at their discretion. You acknowledge that these actions may occur automatically, without requiring further consent, consultation, or approval from you, and you are not entitled to any payment or compensation for the Provider's use of this data.

**8.3** The Provider understands that your demo trading activities do not constitute investment advice or recommendations to the Provider. You have the right to cease your demo trading on the trading platform at any time.

**8.4** The Provider is not responsible for any information displayed on the Trading Platform, including any interruptions, delays, or inaccuracies in market information presented through your Client Portal.

# 9. ORDERS PLACEMENT; TIMING & PRICE

**9.1 Significant Releases and Events:** It is the trader's responsibility to ensure that all positions related to the following symbols are closed at least two (2) minutes before the economic releases, as specified in the economic calendar:

Country	News Release	Symbols
USA	Non-Farm Payrolls	All
USA	Retail Sales	All
USA	CPI	All
USA	PPI	All
USA	Michigan Consumer Sentiment	All
USA	GDP q/q	All
USA	Core PCE Price Index m/m	All
USA	ADP Non-Farm Emp. Change	All
USA	ISM Manufacturing PMI	All
USA	ISM Services PMI	All
USA	Crude Oil Inventories (EIA)	USOil, UKOil

USA	Natural Gas Inventories (EIA)	NGAS
USA	Fed Interest Rate Decision	All
EU	ECB Interest Rate Decision	All EUR FX pairs
UK	BOE Interest Rate Decision	All GBP FX pairs

**9.1.1** Despite the list above, we maintain an updated list of other important releases and significant events, along with their associated symbols, on our website at www.trademymoney.com/economic-calendar. According to the economic calendar, new positions must not be opened before and during the two (2) minutes following these economic releases.

**9.2 Adherence to Market Hours and Prices:** All positions must be closed at least two (2) hours before the closing of the relevant market. For example, all FOREX positions must be closed by 19:00 hours (UTC Time) every Friday. Any trading halt lasting more than two hours is considered a holiday, during which no open positions are permitted.

**9.2.1** We reserve the right to close any such positions or terminate your account if you violate the challenge rules or the trading agreement, specifically as outlined in §§ 9.1, 9.1.1, and 9.2 above.

**9.3 Off-Market Prices and Colluding to Exploit Opposite Positions:** Trades executed at off-market prices will be cancelled, and any profits or losses resulting from such trades will be annulled.

**9.3.1** Holding opposing positions in different accounts, whether individually or in collaboration with other traders, is strictly prohibited. If we determine that you have engaged in such practices, it will be considered a material breach of the challenge rules or trading agreement, and the associated positions will be immediately closed.

## **10. TMM EVALUATION AND TMM VERIFICATION**

**10.1** Upon payment of the selected TMM Evaluation option fee, the Customer will receive the necessary login details for the Trading Platform via email or through the Client Portal. To activate the TMM Evaluation, the Customer must execute the first demo trade on the Trading Platform.

**10.2** As a consumer, it is acknowledged that by opening the first trade, the Provider is expressly requested to provide the Services before the withdrawal period expires, which affects the right to withdraw from the contract as described in Clause 16.

**10.3** Failure to activate the TMM Evaluation within 30 calendar days from the day it is made available will result in the suspension of access. Access can be renewed by requesting it through the Client Portal or by emailing support@trademymoney.com within 6 months of the initial suspension. If not renewed within this period, the provision of the Services will be terminated without the possibility of a fee refund.

**10.4** The duration of the TMM Evaluation is unlimited.

**10.4.1** Notwithstanding the above, if the Customer fails to place a trade order within ninety (90) days immediately following the account's activation, the Services will be terminated without any fee refund.

**10.5** To fulfil the conditions of the TMM Evaluation, the Customer must meet the following parameters outlined at trademymoney.com/challenge.

The Customer must understand and comply with all the rules specified. Additional details can be found on our FAQ page: https://trademymoney.com/faq.

**10.6** If the Customer successfully meets the conditions of the TMM Evaluation as specified in Clause 10.5, and complies with these GTC, the Provider will deem the TMM Evaluation successful and will offer TMM Verification to the Customer free of charge by sending login details to the Customer's email address or Client Portal.

**10.7** The Customer may request an evaluation of the TMM Evaluation at any time by sending a request to support@trademymoney.com.

**10.8** The Provider is not obligated to evaluate the TMM Evaluation if the Customer has not closed all trades.

**10.9** The Customer activates TMM Verification by initiating the first demo trade on the Trading Platform.

**10.10** If the TMM Verification is not activated within 30 calendar days from the date the Customer receives the new login data, access will be suspended. Renewal of access can be requested via the Client Portal or by emailing support@trademymoney.com within 6 months of the initial suspension. Otherwise, the Services will be terminated without the possibility of a fee refund.

**10.11** The TMM Verification remains active for an unlimited duration from the date of its activation.

**10.12** To satisfy the conditions of the TMM Verification, the Customer must meet the parameters specified at trademymoney.com/challenge.

**10.13** If the aforementioned conditions are met, the Provider will review the TMM Verification for success, and the Customer may be considered for the TMM Trader program. The Customer can request an evaluation of the TMM Verification at any time by contacting support@trademymoney.com or through the Client Portal. The Provider is not required to evaluate the TMM Verification if the Customer has not closed all trades.

**10.14** Failure to comply with the conditions outlined in Clause 10.5 during the TMM Evaluation will result in an unsuccessful evaluation, preventing the Customer from accessing the TMM Verification. Similarly, non-compliance with the conditions specified in Clause 10.12 during TMM Verification will result in an unsuccessful evaluation, and the Customer will not be considered for the TMM Trader program. In either scenario, the Customer's account and Services will be terminated without the possibility of a fee refund.

# **11. TMM FUNDED TRADER**

**11.1** If the Customer successfully completes both the TMM Challenge and TMM Verification, the Company may, at its sole discretion, offer the Customer a contract to participate in the TMM Funded Trader Program. The terms, conditions, and agreements between the Customer and the Company will be detailed in a separate document, distinct from the GTC.

# 12. USE OF THE WEBSITE, SERVICES, AND OTHER CONTENT

**12.1** All elements of the Website and its Services, including the Client Portal, its design, and its multimedia components such as text, graphics, icons, and images, are collectively referred to as the "Content." The Content is protected by copyright laws and other legal regulations and is owned by the Provider or the Provider's licensors. The Provider grants a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable licence to use the Content solely for personal use and in accordance with the intended purpose of the Services. The Content remains the property of the Provider or its licensors and is not sold or transferred to the Customer.

**12.2** All trademarks, logos, trade names, and other identifying marks are owned by the Provider or the Provider's licensors. The Customer is not authorised to use these identifying marks without explicit permission from the Provider.

**12.3** Both the Customer and the Provider agree to conduct themselves with integrity and fairness in fulfilling their contractual obligations and in their interactions with each other. Neither party will engage in behaviour that could harm the reputation or legal interests of the other. In case of any disputes or disagreements, the Customer and the Provider agree to resolve them according to these GTC and applicable laws.

**12.4** Except for the specific rights outlined in these GTC, the Provider does not grant any additional rights to the Customer concerning the Services and other Content. Your use of the Services and Content must strictly comply with these GTC.

**12.5** When accessing the Services and Content, the following actions are prohibited:

- **12.5.1** Using any tools that may adversely affect the operation of the Website and Services or that are intended to exploit errors, bugs, or other deficiencies in the Website and Services.
- **12.5.2** Circumventing geographical restrictions of availability or any other technical limitations.
- **12.5.3** Making copies or backups of the Website and Content.
- **12.5.4** Reverse-engineering, decompiling, disassembling, or otherwise modifying the Website and Content.
- **12.5.5** Selling, renting, lending, licensing, distributing, reproducing, streaming, broadcasting, or using the Services or Content in any way not explicitly permitted.
- **12.5.6** Using automated means to view, display, or collect information available through the Website or Services.
- **12.5.7** Using any other tools or methods that could cause harm to the Provider.

**12.6** The provisions of Clause 12 are not intended to infringe upon the Customer's consumer rights, which cannot be excluded by law.

## 13. DISCLAIMER

**13.1** You acknowledge that the Services and other Content are provided "as is," with all their defects, imperfections, and limitations, and that your use of them is entirely at your own risk. The Provider disclaims all legal, contractual, or implied warranties, including but not limited to warranties of quality, merchantability, fitness for a particular purpose, and non-infringement of any rights, to the fullest extent permitted by law.

**13.2** The Provider shall not be liable for any damages, including indirect, incidental, special, punitive, or consequential damages, such as lost profits, loss of data, personal or non-monetary harm, or property damage, arising from the use of the Services or reliance on any tool, functionality, information, or other content associated with the Services or the Website. The Provider is also not responsible for any third-party content, products, services, or applications that the Customer might use in connection with the Services. To the fullest extent allowed by applicable laws, the Provider disclaims all statutory, contractual, express, and implied warranties, including warranties of quality, merchantability, fitness for a particular purpose, or non-infringement of any rights. If a court of competent jurisdiction or other authoritative body establishes the Provider's liability related to the operation of the Website or the provision of the Services, such liability shall be limited to the amount equivalent to the fee paid by the Customer for the Services that caused the loss.

**13.3** The Provider reserves the right to modify, alter, replace, add, or remove any elements or functions of the Services at any time without any obligation to provide compensation.

**13.4** The Provider shall not be liable if it fails to deliver the purchased Services due to severe technical or operational issues beyond its control, or due to a crisis or impending crisis,

natural disaster, war, rebellion, pandemic, threat to public safety, or other force majeure events. Additionally, if the Provider is unable to provide the Services due to legal obligations or directives from public authorities, it will not be held liable.

# **14. VIOLATION OF THE GTC**

**14.1** If the Customer breaches any provision of these GTC in a way that could cause harm to the Provider, the Provider may, without prior notice and without compensation, prevent the Customer from ordering any additional Services. The Provider may also fully or partially restrict the Customer's access to all or some Services, including access to the Client Portal and Trading Platform.

## **15. COMMUNICATION**

**15.1** You acknowledge and agree that all communications from the Provider or its partners regarding the provision of Services will occur through the Client Portal or the email address you have registered with us, as applicable. Written electronic communication via email or through the Client Portal will also be considered written communication.

15.2 Our contact email address is support@trademymoney.com.

# **16. RIGHT TO WITHDRAW FROM A CONTRACT**

**16.1** If you are a consumer, you have the right to withdraw from the contract within 14 days of its execution without providing a reason. Please note that if you start performing demo trades before the end of this period, you will forfeit your right to withdraw from the contract.

**16.1.1** For clarity, within the fourteen (14) days immediately following the date of your first subscription to the Services, you may be entitled to cancel with a fee refund if your account remains inactive and no trade orders have been placed from the subscription date until the date of your cancellation request, as outlined in § 16.2 below.

**16.2** To withdraw from the contract, you must send an email to support@trademymoney.com within the specified time frame. If you withdraw from the contract, we will refund all fees received from you without undue delay and no later than 14 days after your withdrawal. The refund will be processed using the same payment method you used for the initial transaction.

**16.3** The Provider is entitled to immediately withdraw from the contract in the event of any breach by the Customer as described in Clause 14.

## **17. DEFECTIVE PERFORMANCE**

**17.1** If the Services do not meet the agreed standards or have not been provided as promised, you have the right to address defective performance. The Provider does not guarantee the quality of the Services. You must notify us of any defects without undue delay by emailing support@trademymoney.com. When addressing defective performance, you may request that we remedy the defect or offer a reasonable solution. If the defect cannot be

resolved, you may withdraw from the contract or seek a reasonable discount on a case-by-case basis.

**17.2** We will endeavour to resolve any complaint you file as quickly as possible, but no later than within 30 calendar days. We will confirm the receipt and resolution of your complaint in writing. If we do not resolve the complaint within the specified time, you have the right to withdraw from the contract. Complaints should be filed in accordance with Clause 19.

## **18. CHANGES TO THE GTC**

**18.1** Please be aware that the Provider may update these GTC from time to time. The content of the updated GTC will take precedence. However, the Provider will notify you of such changes via the Client Portal or email. The TMM Evaluation and the subsequent TMM Verification will be provided according to the version of the GTC that was in effect at the time the relevant TMM Evaluation was ordered.

**18.2** We will strive to resolve any complaint you may file as quickly as possible, but no later than within 30 calendar days. We will confirm the receipt and resolution of your complaint in writing. If we fail to address the complaint within the specified timeframe, you have the right to withdraw from the contract. Complaints should be filed in accordance with Clause 19.

## **19. COMPLAINTS**

**19.1** The Provider takes your complaints seriously and will use its best efforts to resolve your complaint as quickly as possible.

**19.2** If you have a complaint about our services, please contact us at support@trademymoney.com.

**19.3** We encourage you to reach out as soon as the circumstances for a complaint arise and in no case later than 6 months from the occurrence. We will acknowledge any complaint made by you immediately, or at the latest within 24 hours. Your complaint will be escalated to the appropriate personnel. If your complaint remains unresolved after 10 days, we will:

**19.4** Send you a written explanation of our final decision;

19.5 Clarify that this is the conclusion of our internal complaints process;

**19.6** At your discretion, provide guidance on how to escalate your complaint to the relevant UK consumer protection authority.

## 20. CHOICE OF LAW AND JURISDICTION

**20.1** Any legal relations established by these GTC or related to them, as well as any related non-contractual legal relations, shall be governed by the laws of the United Kingdom. The parties irrevocably agree that the courts of the United Kingdom shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the GTC or its subject matter or formation (including non-contractual disputes or claims).

**20.2** The provisions of Clause 20.1 do not deprive consumers of the protection afforded by mandatory laws of their relevant jurisdiction or any other applicable laws.

# **21. FINAL PROVISIONS**

**21.1** These GTC constitute the entire agreement between you and us, superseding all prior agreements related to the subject matter of the GTC, whether verbal or written.

**21.2** Nothing in these GTC is intended to limit any legal claims set forth elsewhere in these GTC or arising under applicable law. If the Provider or any authorised third party does not enforce compliance with these GTC or delays in exercising its rights under these GTC, it shall not be construed as a waiver of any right or claim.

**21.3** You acknowledge and agree that the Provider may assign any claims arising from these GTC or any agreements to a third party without your consent. The Customer is not authorised to transfer or assign their rights and obligations under these GTC or any related agreements, or any receivables arising from them, in whole or in part, to any third party.

**21.4** If any part, term, or provision of these GTC is declared invalid, void, or unenforceable, the remaining parts, terms, and provisions shall remain in full force and effect and shall not be invalidated, impaired, or affected.

**21.5** Prior to accepting these GTC, the Customer has carefully considered the possible risks arising from them and accepts those risks.