



TradeLand.biz

TERMS AND CONDITIONS

for account registration and online orders on <http://my.tradeland.biz>

This page (together with documents referred to) contains the Terms and Conditions (the "Terms and Conditions") on which we supply any of the Products listed on our website <http://my.tradeland.biz> ("TradeLand") to you.

Please read these Terms and Conditions carefully before ordering any Products from the TradeLand online shop.

NEXITRADE PRODUCTS

NexiTrade offers an automated trading software license for the FOREX market. You are buying a NexiTrade Product, a member of the TradeLand.biz Group, if you are on the respective <http://my.tradeland.biz/index.php/products/index> NexiTrade selected product page.

WHITERAVENFX PRODUCTS

WhiteRavenFX offers an automated trading software license for the FOREX market. You are buying a WhiteRavenFX Product, a member of the TradeLand.biz Group, if you are on the respective <http://my.tradeland.biz/index.php/products/index> WhiteRavenFX selected product page.

TRADEUNITY PRODUCTS

TradeUnity offers an automated trading software license for the FOREX market. You are buying a TradeUnity Product, a member of the TradeLand.biz Group, if you are on the respective <http://my.tradeland.biz/index.php/products/index> TradeUnity selected product page.

TradeLand is a unique and innovative channel that allows participation in a trading platform through rental. Within this trading platform experts share their knowledge and experience with each other. TradeLand then makes it available for (potential) fellow interested parties in the form of automated trading software, both private individuals as businesses.

All TradeLand brands offer automated trading software licenses for the Forex market. Trades are done automatically and, thus, do not require human intervention.

Note for expressly regulated markets such as Belgium.

The broker provides a liquidity provider that operates as a Fully Regulated Exchange. This constitutes that all trading is compliant with article 4.1 of the Royal Decree 47883 of July 21st, 2016. - The Royal Decree for approval of the rules of the Authority for Financial Services and Markets for offering a framework for commercialisation of certain Financial Derivatives for Consumers.

TradeLand shall assume no responsibility for investment choices or determinations. You shall not hold TradeLand or any of its employees or affiliates or the Staff liable for investment decisions. TradeLand and the Staff cannot advise you or comment concerning the nature, risk or suitability of any trade, transaction or investment strategy. You also recognize that TradeLand does not give legal or tax advice. TradeLand and the Staff are not liable for any damage or loss, including but not limited to, any loss of profit, which may arise indirectly or directly from use of TradeLand licenses. Additionally, you agree that no fiduciary relationship is formed and no fiduciary duty is owed to either party of this Contract, by virtue of your purchase.



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TradeLand hereby grants the customer a single individual, nonexclusive, licence to use the automated trading software. This license is not a sale of the original or any copy of the software. You do not own the software itself, or any copy of it. All software code is protected by copyright laws.

You may not, or contract any party to reverse engineer, modify, sell, license, rent, lend, distribute or otherwise transfer to another person, firm or legal entity, reproduce, distribute or publicly display the software (source) code. Nor may you remove any proprietary TradeLand notices pertaining to the software.

Except for the rights granted in these Terms and Conditions, you acknowledge and agree that all other rights and title in and to the software and related documentation, remains the sole and exclusive property of TradeLand. You will not assert any title or interest in or to the software or related documentation. You do not receive any rights to any intellectual property rights in the software code or the related documentation. You are not authorized to use the name TradeLand, TradeLand.biz, TradeLand Technologies, TradeLand.biz Group or any other TradeLand trademark or trade name of any of its products.

These Terms and Conditions apply to all (legal) acts between TradeLand and you and will remain applicable, even after termination of the Services, irrespective whether you have communicated such termination explicitly to us. The applicability of any other Terms and Conditions is explicitly dismissed, unless agreed otherwise in writing between Parties. Deviations from these Terms and Conditions are only valid if agreed upon explicitly in writing between Parties.

You should understand that by Registration of an Account or by ordering Products on this website, you agree to be bound by these Terms and Conditions, including those additional Terms and Conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

You should read these Terms and Conditions carefully and print it out for your personal record. You can find and download these Terms and Conditions at all times.

SUPPORT TEAM

You can contact our Support Team with any questions, comments or suggestions without affecting your statutory rights

Support Team helpline on 0032 14 24 85 11.

* Local rates apply

This line is available every business day from 9am to 5pm CEST.

Support Team email for TradeLand via support@tradeland.biz

Support Team email for NexiTrade via support@nexitrade.com

Support Team email for WhiteRavenFX via support@whiteravenfx.com

Support Team email for TradeUnity via support@tradeunity.com

LANGUAGE OF THE TERMS AND CONDITIONS

Where TradeLand has provided you with a translation of the English language version of these Terms and Conditions, then you agree that the translation is provided for your convenience only and that the English language version of these Terms and Conditions will govern your relationship with TradeLand.



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If there is any contradiction between the English language version of these Terms and Conditions and the translation, then the English language version shall take precedence.

GENERAL APPLICABILITY

TradeLand Technologies is a registered trade name of Force International CVBA, with registered offices at 2440 Geel (Belgium), Kleinhoefstraat 5/19 and with registration number 0647.631.485.

Please note that all references to 'TradeLand Technologies', 'TradeLand', 'TradeLand.biz', 'TradeLand.biz Group' or to 'we', 'us' or 'our' on this website and in these Terms and Conditions are to be construed as references to Force International CVBA.

NexiTrade, WhiteRavenFX and TradeUnity are also registered trade names of Force International CVBA, with registered offices at 2440 Geel (Belgium), Kleinhoefstraat 5/19 and with registration number 0647.631.485.

Please note that all references to these brands on this website and in these Terms and Conditions are to be construed as references to Force International CVBA.

These Terms and Conditions apply to the **Account Registration** and the **Products** which TradeLand provides through this website. Any new Product which is added to the current store shall also be subject to these Terms and Conditions.

These General Terms and Conditions are valid as from the date of an Account Registration, a Product Order on this website and purchase contracts between TradeLand and customers based on such order.

When ordering a TradeLand Product, you are closing a contract with TradeLand, a trade name of Force International CVBA.

If you do not agree to these Terms and Conditions, you are not allowed to register for an Account and/or to buy one of the Products.

TradeLand may change these Terms and Conditions at any time, with or without notice to you. Any changes will take effect on the date they are posted on this site. Your Terms and Conditions shall not be applicable and shall not be opposable to us.

ACCOUNT REGISTRATION

You are required to register with TradeLand before being able to use our Services. Also, for you to be able to order Products on <http://my.tradeland.biz>, you must have a registered **Account** ("Account" means the account opened following the online registration process, to which each user has access using its email and password and that you will need if you would like to submit an order on the site).

If you are under the age of 18, you are not eligible to register an Account. If you are older than 18 and a minor following your local legislation, you will need to obtain consent from your parent(s) or other legal guardian(s) for registering an Account.

With your registered Account for TradeLand, you are registered for and have access to the following **Services and Websites**: <http://my.tradeland.biz> and <http://my.fortunityalliance.com>.



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So, please keep in mind that when you register in TradeLand and your Account is assigned to you, you are automatically registered in another affiliate structure as mentioned above, which has its proper Terms & Conditions, Privacy Policy and Earnings & Compensation Disclosure Policy.

Please be aware that even when you register for free, you might generate certain compensations. If you want to learn more about this compensation structure, we advise you to read the Earnings & Compensation Disclosure Policy for more information.

You only have the right to register one (1) Account on <http://my.tradeland.biz>. We reserve the right to delete duplicate Accounts and deny any **Customer(s)** ("Customer" means individual, company, corporation, firm or partnership who places an order on the site) who does not comply with our Terms and Conditions the right to use their Account. We may also edit or delete these Accounts.

During the registration process TradeLand will collect information including your name, business/ trade name, location, email address, business identification number, VAT number and phone number. If you register as a business entity, you must be able to provide information about the owner or principal of the business and the registering person must be authorised to act on behalf of the business and have the authority to bind the business to this Agreement. By registering with TradeLand, you confirm that you are a legal resident of the country that you indicated during registration, and that you are authorised to conduct business in that country.

If you do not state this personal information, we cannot register an Account and you will not be able to order Products on this site. You are responsible for assuring that all information you enter as part of the registration process is true, correct, complete and up to date. You undertake to keep your information registered with TradeLand up to date and are obliged to report to TradeLand any changes.

Your personal data will be stored and processed by TradeLand in the manner stated in TradeLand's [Privacy Policy](#).

We are not obliged to accept all registration requests or all **Orders** ("Order" means the order submitted by you to the site to purchase a product from us), even when placed by registered Customers nor are we obliged to keep a consistent range of Products or keep any Products available permanently.

When doing a software update, existing Customers will automatically be updated to the new version of the software and will be notified by email (if you did not unsubscribe from the mailing list.)

Upon registration you will be assigned an Account with your personal username (email) and password. Your registration is personal and cannot be transferred.

You agree and understand that you are responsible for maintaining the confidentiality of your passwords associated with the Account you use to access the Website and the Services.

You agree to receive all communications from TradeLand via email. This will include, but not necessarily be limited to, notices of modifications to the TradeLand Terms and Conditions, and other basic communications. Communications sent to your e-mail address must be retrieved and read promptly. All communications sent by TradeLand by any means will be deemed to have been received by you. You agree to advise us promptly of any changes to your e-mail and/or mailing address. Failure to provide prompt notice of any errors will be deemed to constitute acceptance of the accuracy of all information sent to you. Therefore we advise you not to unsubscribe from the mailing list.



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You may not use anyone else's Account at any time or permit anyone else to use your Account. Actions taken using your valid personal account name and/or password, are assumed by us to be taken by you and thus you are personally responsible for such actions. If your personal account name and/or password is compromised, or if you become aware of any unauthorised use of your Account or other breach of security, you are responsible for promptly notifying us by emailing to support@tradeland.biz.

If you discover that you have made a mistake during your registration process, please contact our Support Team at support@tradeland.biz or dial +32 14 24 85 11 immediately. However, we cannot guarantee that we will be able to amend your registration in accordance with your instructions.

TradeLand reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services with or without notice to you. We shall not be liable to you or any third party if we exercise this right to modify, suspend or discontinue the Services.

You acknowledge and agree that TradeLand may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to all members generally at TradeLand's sole discretion, without prior notice to you.

By registration you confirm that these Terms and Conditions are unambiguously clear to you, that you understand and agree to these Terms and Conditions and that you are of legal age to form a binding Contract ("Contract" means your order of a product or products in accordance with these Terms and Conditions) or obtained consent from your parent(s) or other legal guardian(s) for registering as a member and ordering a product(s).

If you discover that a mistake has been made with your account registration or you want to cancel your registration, please contact our Support Team at support@tradeland.biz or dial +32 14 24 85 11.

PRODUCT ORDERING

You can only order a product with a registered Account. You must follow the instructions on the website as on how to make your Order and for making changes to your prospective order before you submit it to the website.

We store the contract's content and will send further details of the Order via e-mail. You will find details about your recent Orders by logging in to your Account and go to the "Your Orders" tab in the dropdown menu. Successful Orders will be highlighted and the invoice can be downloaded and printed there.

Irrespective of any previous price you have seen or heard, once you select a product that you wish to order, you will then be shown (on the website) the price (and any charges) you must pay. As this is an online software product, there are no applicable delivery charges. All prices are VAT excluded. VAT will be calculated automatically and depends on your registered country and your registration as corporate account or private account. Unless otherwise stipulated on the site, all prices (and any charges associated with a portion of the product order) are in EURO. The price stated for the Product excludes all applicable currency exchange settlements, unless stated otherwise. You will be shown the total price that you will have to pay for receipt of the ordered product.

We try very hard to ensure that the price given to you is accurate, but the price of your order will need to be validated by us as part of our acceptance procedure.



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We may change the price of the Product(s) at any time. If there is a fixed term and price for your product, that price will remain in force for the fixed term.

You shall pay for the Product in full at the time of ordering by providing us with your credit or debit card details from a credit or debit card company acceptable to us, by Ingenico, by Neteller, by Paypal, by Bitcoin from a Bitcoin company acceptable to us, or by bank transfer, which we require in order to process your order. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event we may suspend or cancel the Order if we do not receive an on time, full payment from you.

By providing TradeLand with a payment method for the purpose of purchasing the product, you represent that you are authorised to use the payment method and account that you provided and that any payment information you provide is true and accurate. The payment method or account must have sufficient funds to cover the proposed payment to us.

We reserve the right to obtain validation of your payment details before providing you with the product.

When you submit an order to the website, you agree that you do so subject to these Terms and Conditions current at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit your order.

You agree that you will receive invoices and credit notes exclusively in electronic form. Your order remains valid as an offer until we issue Acceptance of order or, if earlier, when we receive your notice revoking your Order.

We may in our discretion refuse to accept an order from you for any reason. A contract shall be formed and we shall be legally bound to provide the product to you when we accept your order. Before that time, we are not obliged to provide the Product to you and we may refuse to process your order.

Acceptance shall take place when we expressly accept your order when it has the highlighted status of SUCCESS on this website in the dropdown menu 'Your Orders'.

At this point you still need to open an account with the broker and make a deposit. Once your account with the broker has been opened, you will receive an email from the broker with instructions for logging in, as well as instructions on how to fund your account with the broker. Once your account with the broker has been funded, we (TradeLand) will receive a signal from the broker and trades will start to get copied on your account with the broker. The first trade will start when market conditions are optimal. At this point (the first trade), your license (from TradeLand) is in use.

You may only submit to us, our Support Team or to the website information which is accurate and not misleading and you must keep it up to date and inform us of changes.

Without affecting your obligation to pay us earlier, we may send an invoice to you after we have accepted your order, at the latest before the end of the relevant quarter.

If you discover that you have made a mistake with your order after you have submitted it to TradeLand, please contact our Support Team at support@tradeland.biz or dial +32 14 24 85 11 immediately. However, we cannot guarantee that we will be able to amend your order in accordance with your instructions.



PAYMENT TERMS

We offer payments by credit card (VISA, Master Card) or debit card (Bancontact-Maestro, ING Homepay, GiroPay, Ideal, KBC Homepay, Belfius Homepay, Sofort), Neteller - Bitcoin, Paypal and Bank transfer. However, we reserve the right to offer less than our full range of payment options.

Invoices shall be provided in electronic form only.

If you pay by card, your card will be charged on the date your Order is placed.

CANCELLING THE PRODUCT

TradeLand may cancel a contract if the product is not available (anymore) for any reason. If this is the case, we will notify you and return any payment that you have made.

Until the time when we accept your order, you reserve the right to cancel your product order.

If we or you have cancelled your order before we have accepted it, we will refund any payment already made by you or your credit or debit card company to us for the order of the product. We shall do this without undue delay and in any event not later than 14 business days from the day on which we are informed about your decision to cancel your order of the product.

REFUND POLICY

You can ask for a refund within 14 days from its purchase, but only if the purchased product isn't in use yet or you haven't made any profit on it from yourself and/or your team members (cfr. [Earnings & Compensation Disclosure Policy](#)).

Refunds are only possible when you live in the EU.

Promotional and/or incentive product offers are non-refundable.

To meet the refund deadline, it is sufficient for you to send your communication concerning your refund before the refund period has expired. You can do so by contacting our Support Team at support@tradeland.biz or dial +32 14 24 85 11.

If you withdraw from this contract, we shall reimburse to you the payment received from you, without undue delay and in any event not later than 15 business days from the day on which we are informed about your decision to withdraw from this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you/we have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

After this 14 day period, unless otherwise provided by law or by a particular product offer, all purchases are final and non-refundable.

If you believe that TradeLand has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old.



We reserve the right to issue refunds at our sole discretion. If we issue a refund, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

MONEY MANAGEMENT AND LICENSING

All TradeLand strategies are licensed under the umbrella of ForexMax LTD.

ForexMax Ltd is a UK limited company, authorized and regulated by the FCA (Financial Conduct Authority) with firm reference number 229906, established in 2003 and offers money management services on FX and CFD's. ForexMax Ltd offers various levels of managed account services to suite risk profile of most clients.

ForexMax Ltd does not hold client funds. In order to become a client, you would have to open your own trading account at one of the UK FCA regulated brokerage companies and deposit your funds with them, provide ForexMax Ltd with a Limited Power Of Attorney, so that ForexMax Ltd can trade on your behalf. The set up is unique and 100% transparent. You will be able to see your trading statement via online access. This is provided by the Broker that you have opened your account with.

Infinox is the MT4 trading platform provider and the firm authorised to hold client money. Infinox Capital Ltd is a company registered in England and Wales under number 0684853 and is authorized and regulated by the FCA (Financial Conduct Authority) under register number 501057 since 2009.

USE OF THE WEBSITE

You agree to use the website only for purposes that are permitted by (a) these Terms and Conditions and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You are to refrain from any disruption of the website and/or the Services and the use of any accessible information outside its intended use on our platform. Any manipulation of our website or Services with a view to fraudulently obtain money or any other advantage at a disadvantage to TradeLand or any other users will result in legal action and a loss of access to the website or the Services.

You agree not to access (or attempt to access) the website by any means other than through the interface that is provided, unless you have been specifically allowed to do so in a separate agreement with TradeLand. You specifically agree not to access (or attempt to access) the website through any automated means (including use of scripts or web crawlers).

Further, concerning the use of this site, you understand and agree, and are solely responsible for:

- a) not to register with, or otherwise use, a false e-mail address, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, use another members password, forge headers or otherwise manipulate identification information;
- b) not to make any recommendation or send invitations to register as a member to non- members who are under the age of 18;
- c) not to use the website for illegal purposes or to suggest or encourage any illegal activity including without limitation: engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- d) to comply with all local rules regarding online conduct and acceptable content;



- e) not to upload, transmit, create or otherwise make available any Content ("Content" being data or materials like widgets, software, graphics, messages, photographs, etc.) that we may reasonably deem to be unlawful, misleading, harmful, a tool to stalk or harass another person, fraudulent, obscene, abusive, harassing, hateful, racially, ethnically or otherwise objectionable, or violates or infringes any intellectual property right of others;
- f) acquire a prior consent for any link or reference to a third party;
- g) not to disobey any requirements, procedures, policies or regulations of networks connected to the Services or the website;
- h) not to upload, transmit, create or otherwise make available any Content that contains viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i) not to interfere with, compromise or disrupt the Services, this site, or servers or networks connected to the Services or website, whether by allowing intruders into the same, introducing viruses or other threats, imposing a disproportionate or unreasonably large load on this site or its infrastructure, or using any computer programming routine, file or device to damage or interfere with the operation of the website or Services;
- j) not to upload, transmit, create or otherwise make available any unsolicited or unauthorised advertising, promotional materials, bulk e-mail, junk mail, spam, chain letters, pyramid schemes, or any material that enables such.

TECHNICAL REQUIREMENTS

In order to be able to order a Product on this site, you need to have access to the internet and you need to ensure that your mobile network operator supports data traffic delivery. It is your responsibility to provide for all equipment necessary to access the website and/or order a product.

Access to this website and/or ordering a product most likely will involve third-party fees (ISP, telecommunications operator, etc.). We are not responsible for what they charge nor for the payment of such fees. Your operator/carrier is in every respect solely responsible for the services it provides to you.

PRIVACY STATEMENT

By providing us with your personal data (your personal name, password and email address), you consent to us collecting and processing this information, like for customer care services, sending announcements, etc.

TradeLand will take all reasonable precautions to keep these details secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

You acknowledge and agree that we disclose this information in response to a valid order of a court or other governmental body, to enforce these Terms and Conditions, or to respond to claims regarding this information.

If you need to update your contact information, and you need help, please contact us at support@tradeland.biz or call us on +32 14 24 85 11.

For a complete Privacy Statement, please take a look at our [Privacy Policy](#).



PUBLIC FORUM & BLOGS

A public forum and/or blog is subject to many kinds of different users of different age and level of experience and we are not able to guarantee full monitoring of the material posted and published. Your use of public forum and/or blog is therefore at your own risk and you are solely responsible for all and any actions you take on a public forum and/or blog as well as for all and any actions that you take based on information gained on a public forum and/or blog.

You are solely responsible for all information you enter into any accessible areas. No entries may encroach upon third party rights. We are not obliged to save or publish your entries e.g. Product reviews.

Further, we advise you not to use your full real name or give out your detailed address, phone number or any other personally identifiable information about yourself or anybody else on a public forum and/or blog.

IDEA

By submitting - whether online, by email, by postal mail - ideas or suggestions or otherwise collectively, 'comments', you acknowledge and agree that this information is not confidential or proprietary and that we shall be entitled, at any time, without restriction, to use or disclose (or choose not to use or disclose) such information for any purpose, in any way, in any media worldwide and that you are not entitled to any compensation or reimbursement of any kind under any circumstances and that we are and shall be under no obligation to maintain any comments in confidence nor to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

LINKS

The website and Services may provide, or third parties may provide, links to other websites on the world wide web operated and owned by third parties. Because we have no control on such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources or liable for any material from such sites or resources.

We recommend you upon following a link to a third-party site, to review the applicable terms and conditions for that site before using the site. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any goods or services available on or through any such site or resource.

NO WARRANTY ABOUT THIS WEBSITE AND SERVICES

The website and Services are provided as a convenience to you. You expressly agree that use of the website and Services is at your sole risk. The website and Services are provided on an 'as is' and 'as available' basis.

We do not warrant that the use of the website and Services or any website(s) linked thereto will be timely, secure, uninterrupted, virus-free or error-free.



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You understand and expressly agree that any material and/or data downloaded, uploaded or otherwise obtained through the use of the website and Services is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download or upload of such material and/or data.

No warranty of any kind, either express or implied, including but not limited to warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, is made in relation to the condition, suitability, availability, accuracy, reliability, merchantability, and/or non-infringement of any services provided hereunder, your own equipment, the internet itself, any public lines and/or operator/carrier networks.

LIMITATION OF LIABILITY

You expressly acknowledge and agree that we shall not be liable for any direct, indirect, incidental, special, punitive, consequential or other damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from the use or the inability to use the website or Services, non-availability of the website and Services, transactions entered into the website or Services or resulting from unauthorised access to or alteration of your transmissions or data, or any other matter relating to the website or Services.

You agree that TradeLand will not be liable to you for any losses or damages incurred by you (including lost profits, trading losses and similar damages) during periods of market volatility, peak demand, systems upgrades, maintenance or for other reasons.

Additionally, you understand that the TradeLand website is the primary means of processing your TradeLand purchase and that, in the event of an interruption of communications systems or other hardware or software malfunction, access to view your purchase could be delayed. In the event of a significant outage, TradeLand would not be liable for any losses or damages you might suffer as a result of such delays.

Some jurisdictions do not allow exclusion of certain warranties or limitations of liability, so the above limitations or exclusions may not apply to you. Our liability is in such case limited to the greatest extent permitted by law.

NO WARRANTY ABOUT THE CONTENT

You acknowledge that all content accessible or transmitted through this website or the Services are the sole responsibility of the person from which such content originated. This means that you, and not we, are solely responsible for all content that you upload, download or otherwise transmit or access via the website or the Services.

We do not have any obligation to control or monitor the content posted or otherwise transmitted via the website or the Services and such do not guarantee the accuracy, usefulness, safety, intellectual property rights, integrity or quality of such content.

LIMITATION OF LIABILITY CONCERNING THE CONTENT

Under no circumstances will we be liable in any way for any content, including but not limited to, for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted or otherwise transmitted via this website or the Services, or for your own disclosure of personal data or materials on the website or the Services, accessible for users or visitors.



CIRCUMSTANCES BEYOND OUR CONTROL

We shall not be liable to you for any breach, hindrance or delay in the performance of a contract attributable to any cause beyond our reasonable control, including actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), exchange or market rulings, interruptions of data processing services or communications, disruptions in orderly trading on any market or exchange, unauthorized access or operator errors regardless of whether the circumstances in question could have been foreseen.

Either you or we may terminate a contract forthwith by written notice to the other in the event that the event of force majeure lasts for a period of two business days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a product already paid for by you and not delivered).

INDEMNIFICATION

You agree to indemnify, defend and hold TradeLand and its users, partners, employees, etc. harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you have submitted or transmitted through the Services or this website, your use of the Services, your connection to the Services, your violation of these Terms and Conditions, or your violation of any rights of another, including other users.

TERMINATION

TradeLand has the discretionary right to suspend or terminate your right to use the website or the Services without prior notice and at any time in case you breach these Terms and Conditions, use this website or the Services in a way that we deem inappropriate.

You may terminate your registration with us at any time.

Please note that if you choose to terminate your Account, you will no longer have access to information on this website about your orders that have already been paid-for or have already been processed. You will lose any details that were stored in your Account on this website.

Except as set forth in the Privacy Policy, TradeLand shall not be responsible for any removal of the information or content (**Material**) you have submitted from the website or Services when your registration is terminated. After removal from the Services or website, some traces of the material may remain and copies of the material may still reside within the websites or Services.

If you wish to terminate your registration, please contact our Support Team via support@tradeland.biz or dial +32 14 24 85 11.

Please be sure to let us know why you've chosen to cancel your registration so that we can use the feedback to improve future service.



PROPRIETARY RIGHTS

You acknowledge and agree that the service and any necessary software used in connection with the service ('Software') is protected by intellectual property and other laws.

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No other terms or changes to the Terms and Conditions shall be binding unless agreed in writing signed by us.

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In the event that one or more of the terms set out in these Terms and Conditions is held to be illegal, invalid or otherwise unenforceable by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.



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Regardless of any statute or law to the contrary, any claim or cause of action arising out or related to the use of the Services or this site, or these Terms and Conditions, must be filed within three (3) months after such claim or cause of action arose or be forever barred.

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Any notice given by post shall be deemed to have been served two business days after the same has been posted if the recipient address is in Belgium. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

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You should only trade Forex if you have sufficient investing experience and knowledge, a thorough understanding of the risks involved and if you are dealing with money that you can afford to lose.

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The service offered through this website has its main webserver situated in the Netherlands. These Terms and Conditions and your use of the website (and all non-contractual relationships arising out of or connected to it or them) shall be governed by and construed in accordance with the laws of Belgium, excluding its conflicts of law rules.

You and we also agree to submit to the exclusive jurisdiction of the Courts of Hasselt (Belgium) for all disputes which may arise out or in connection with these Terms and Conditions.

AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of the site will be deemed to constitute acceptance of the new Terms and Conditions.

Last amendments made to these Terms and Conditions on May 4th, 2017.