

## **TERMS AND CONDITIONS**

### **1. Introduction**

These terms and conditions (the “**Terms**”) govern the relationship between you (“**User**” or “**you**”) and Benjo Limited and your access to and use of the website (<https://mt101.com>) owned and operated by **Benjo Limited** (“**us**”, “**we**”, “**our**” or the “**Benjo**”) (the “**Website**”) and use of any of the Services provided. Please carefully read before using the Website and/or the Services.

By visiting, accessing the Website and using the Services you confirm that you have read understood, agree and accept the Terms. If you do not wish to be bound by these Terms, and/or you disagree in any way, then do not access and/or view and/or use the Website and/or the Services.

### **2. Website Content and Services**

Services means all the services available to you as a User through the Website and/or through your Benjo account which include, inter alia, online information courses, educational and training services relating to the world of finance (the “**Services**”).

The Services and any content are purely offered for information purposes and/or general education only. Any information and material provided should not be considered as advice nor relied upon for the purpose of such trading, as actual financial trading may differ from the method and manner illustrated during Benjo’s Services.

Benjo does not provide any individual or customized legal, tax, accounting or investment services by all means. Investment and financial decisions solely lie personally with each individual and accordingly at their own discretion. Considering that each individual shall undertake their own decision, a qualified financial advisor should be consulted prior to proceeding with any financial matter.

BENJO’S SERVICES SHOULD NOT BE CONSTRU0ED AT ALL TIMES AS ADVICE OR USED FOR INVESTMENT, FINANCIAL PLANNING, LEGAL, ACCOUNTING OR TAX PURPOSES. BENJO MAKES NO GUARANTEES AS TO ACCURATENESS, QUALITY, OR COMPLETENESS OF THE INFORMATION AND MATERIAL AT ALL TIMES AND BENJO SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS, OMISSIONS, INACCURACIES IN THE INFORMATION AND MATERIAL OR FOR ANY USER’S RELIANCE ON THE INFORMATION AND SERVICES. USER IS SOLELY RESPONSIBLE FOR VERIFYING THE INFORMATION AS BEING APPROPRIATE FOR USER’S PERSONAL USE, INCLUDING WITHOUT LIMITATION, SEEKING THE ADVICE OF A QUALIFIED PROFESSIONAL REGARDING ANY SPECIFIC FINANCIAL, LEGAL, ACCOUNTING OR TAX QUESTIONS A USER MAY HAVE.

BENJO WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR YOU ACTING ON ANY OF THE INFORMATION PROVIDED VIA THE SERVICES NOR FOR ANY FINANCIAL LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF THE USE OF SERVICES AND FINANCIAL AND/OR TRADING DECISION MAKING.

You as a visitor and User of the Website and/or the Services hereby agree and warrant that:

- You will use the Website in a lawful manner and always accordance with the Terms.
- All information and data that you may provide to us via the Website and the Services, is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to that information, document or file. Also such do not contravene any

applicable local, national or international laws or regulations or contravene any person's legal rights, is not offensive or defamatory in any manner.

### **3. *License to Use the Website & the Services***

Subject to your compliance with the Terms and any other guidelines or policies Benjo includes through the Services, Benjo grants you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to make non-commercial, personal use of the Services you purchase.

Purchase of the Services only entitles you to the view the content provided under the Services and is not a purchase of the software or content included in the Services.

You may not transfer your account to any other person or use anyone else's account. Except as otherwise expressly permitted in the Terms, you are prohibited from and may not copy, sell, re-sell, display, reproduce, publish, modify, transfer, distribute, or commercially exploit the Services and/or any related materials; and Benjo reserves the right to pursue legal action against you in connection with any unauthorized use of the Services, or your violation of the Terms, whether at law or equity.

### **4. *Access to the Website & the Services***

Benjo reserves the right to suspend or terminate access to the Website and/or your Account and any Services at any time for any reason or no reason at all, with or without notice to you. Unless you have, as determined in Benjo's sole discretion, violated the Terms, such termination will not terminate your right to view any content under the Services you have already purchased.

Benjo reserves the right to change, modify, cancel any of the Services for any reason and at any time without notice in whole or in part. Benjo shall notify you in certain cases of cancellation and outcome as soon as reasonably possible.

Where Benjo is of the opinion that there has been unreasonable use, breach of security or unauthorized access or where any of the Terms have been violated, Benjo further reserves the right at any time to deny or disable your access to the Website and/or terminate the Services and your account without giving prior notice to you. In case of termination, all restrictions imposed on you and the disclaimers and limitations of liability set out in the Terms will survive termination and any legal rights accrued to us against you up to the date of termination, will not be affected.

Benjo does not provide its Services to minors. Persons under the age of 18 should refrain from using the Website and/or the Services. The Website and Services is not designed or intended for use by minors, and Benjo does not collect personal data from minors. If such data will be submitted, Benjo shall proceed in accordance with its Privacy Policy.

Except as otherwise provided in these Terms, a User may send a request for cancellation of an order of Service by sending an email to [info@mt101.com](mailto:info@mt101.com) within fourteen (14) days of receipt of the Confirmation Email (as defined below). Contacting Benjo through any other contact page, email, or number for a refund request will not be deemed notice of such request.

Benjo reserves its right to reject any User's request for cancellation of any order of a Service, in case where delivery of the Service has been completed, Service has been initiated or received and are immediately made available to a User e.g. online digital content that has been downloaded.

## **5. Data Use**

We respect your privacy and will only process personal information in accordance with our Privacy Policy. By using the Website and the Services, you consent to such processing and you warrant that all data provided by you is accurate.

We advise that before you continue using the Website and the Services that you read our Privacy Policy for your better understanding of the way we collect and process any user data.

## **6. No Accreditation**

Benjo is not an accredited educational institution. Your participation in, or completion of any course and/or receipt of any Services does not confer any academic credit. Nothing in these Terms or otherwise through the Services, enrolls you in any educational institution or in any course offered by any such institution.

Provided that you have satisfactorily participated or completed any course or training as provided under the Services, and as determined by Benjo in its sole discretion, Benjo may provide you with a certificate of accomplishment upon conclusion. You acknowledge that any such certificate merely confirms participation and/or indicates completion of a course or training undertaken under the Services and is not affiliated with any college, university, company, or other certifying institution, and does not stand in the place of a course taken at any accredited academic institution and does not convey academic credit or certification by any professional board or educational institution or organisation and neither Benjo nor any of its representatives have any obligation to you to assist you in obtaining any such credit or certification.

## **7. Payments**

To purchase the Services you must provide one or more valid, accepted method of payment at the time of purchase. Relevant fees payable for the Services are always indicated on the Website. Benjo reserves its right to amend these from time to time. All payments made by you through the Website with respect to the Services are subject to these Terms and legal documents available on the Website and/or in your account.

For each order you submit, upon receipt of your payment, a confirmation email will be sent to you depicting acceptance of your order (the "**Confirmation Email**").

Should you decide to access the Website, register an account and use Services that entail a fee, you agree to pay that fee and all associated taxes (e.g. sales tax or VAT) related to such Service, if applicable. VAT will be calculated and added as per applicable laws. You will indemnify and hold Benjo harmless against any and all claims by any tax authority for any underpayment of VAT, and any penalties and/or interest thereon relating to the use of the Services.

- 7.1. For purchasing services, Benjo uses secure third-party payment processor(s) and any information you supply to the payment processor is not stored or controlled by Benjo. Foreign transaction fees e.g. conversion fees or other fees relating to the processing of a payment may be charged by the issuer.

## **8. Third Party Links and Content**

The Website may contain information and/or links to websites, services, content and material controlled or offered by third parties ("**Third Party Content**"). Third Party Content is not monitored or maintained by Benjo nor is Benjo responsible for any Third Party Content.

Please read all copyright and legal notices and terms of use on each Third Party Content prior to using any tools or services of such. Also such Third Party Content may have a privacy policy different from Benjo and may provide less security than Benjo.

Benjo does not guarantee such Third Party Content including, inter alia, the accuracy and reliability and hereby disclaims any and all liability for any Third Party Content posted or offered by any third party on Benjo's Website and through its Services and/or offered by any third-party sites linked to Benjo's Website and Services and for any damage or loss you may suffer arising out of access to those third party services and Third Party Content.

You hereby acknowledge and agree that it is your responsibility to evaluate any Third Party Content prior and your decision to use them and if you decide to use them, you use them at your own risk. Benjo shall not be held responsible nor liable for any loss and/or damage and/or cost and/or expense of any nature whatsoever (including without limitation of a direct, indirect or consequential nature, any economic, financial loss or any other loss, or loss of turnover, profits, business or goodwill) which was incurred or suffered by your use of any Third Party Content and you hereby indemnify Benjo and its officers from any such liability arising from your decision to use any third party services and Third Party Content.

## **9. Intellectual Property**

All material, content, software, Website and any data are the intellectual property of Benjo and/or third-party providers and shall be protected in accordance with applicable laws.

By accessing the Website and/or utilising the Services you have no right at any time in any intellectual property. All rights expressly or implied at any time are reserved by Benjo. Nothing contained in these Terms, Website and Services conveys to you any ownership or other proprietary right and such Content may not be used without our express written consent.

You may not cause or permit any actions to be caused that endanger or damage or defame any intellectual property belonging to Benjo and/or act against Benjo through any act.

By accessing the Website and using the Services, you agree that you will access any content solely for your own private use and further agree that you shall:

- a. not to publish, disclose, copy, store in any medium, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Website, the content or the Services or any part thereof;
- b. not create services using similar ideas, features, functions or graphics of the Website, the content or the Services;
- c. not use the Website, content or Services on a service bureau basis;
- d. not use the Website, the content and Services in any way that is unlawful, infringing, deceptive, harassing, or defamatory, or for any inappropriate purpose (as we may determine at our sole and absolute discretion); and
- e. not publish, transmit, or link to any robot, spider, crawler, virus, malware, Trojan horse, spyware, or similar malicious code intended (or that has potential) to damage, disrupt, compromise, or exploit the Website, the Content or Services or any computer system, server, router or any other internet-connected device associated with the Website.

You agree to indemnify and hold Benjo harmless from and against any claims arising out of or related to your use of the Website and Services, including without limitation, for your violation of any law or regulation and/or if your use infringes or otherwise violates any intellectual property or other proprietary right of Benjo or any person or entity.

## **10. Disclaimer of Warranties and Limitation of liability**

Trading and investing involves a high degree of risk and can result in a substantial or complete loss of funds and therefore should only be undertaken with risk capital. The purchase, sale, or advice regarding any security, or financial instruments can only be made by a licensed industry representative, such as, but not limited to a licensed Broker/Dealer, Introducing Broker or licensed Investment Advisor.

THE CONTENT OF THE WEBSITE AND OUR SERVICES SHOULD NOT BE CONSIDERED AS AN OFFER OR SOLICITATION OF AN OFFER TO SELL, BUY OR OTHERWISE DEAL WITH ANY SECURITY OR OTHER INVESTMENT.

YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING ACCURACY AND APPROPRIATENESS OF THE INFORMATION AND SERVICES PROVIDED TO YOU WITH YOUR ADVISORS. BENJO'S PROVISION OF ANY SERVICES OR THE APPEARANCE OF ANY SPECIFIC PERSON INSTRUCTING PROVIDING ANY SERVICE ON BEHALF OF BENJO, IS NOT A RECOMMENDATION BY BENJO OF THE CONTENT CONTAINED THEREIN OR THE PERSON PROVIDING SERVICES. BENJO IS NOT RESPONSIBLE OR LIABLE FOR ANY INTERACTIONS BETWEEN YOU AND ANY PERSON OR ANY OTHER USER OF THE SERVICES. BENJO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OF ANY SERVICES.

We note that while the information constituting the content of the Website and Services has been prepared with the due professional care, possible inaccuracies or errors may never be fully eliminated. Benjo expressly disclaim all warranties, expressed or implied, as to the accuracy of any of the content provided, or as to the fitness of the information for any purpose and accept no responsibility for any errors or omissions, or for any damage or loss you may suffer.

Benjo shall not be liable to you for any loss arising out of the inaccuracy or incompleteness of information, contained on the Website or in the Services.

The Websites and the Services are provided to you on an "as is" and "as available" basis without any warranty being given in relation to the Website or Services including (but not limited to) implied warranties of non-infringement, compatibility, security, accuracy, fitness for purpose, that any information is up to date or correct, or any implied warranty arising from course of dealing or usage or trade.

Benjo shall not be liable to you or to any third party for any cases where the Website or certain features or parts of the Website become unavailable.

Benjo will not be responsible or liable to you for any loss of material uploaded or transmitted through the Website nor for any communication sent by email which is either received late or not received at all.

Benjo shall not be liable for any special, indirect or consequential damages (including loss of business, profits, anticipated savings, opportunity, reputation or goodwill) however caused.

IN NO EVENT WILL BENJO BE LIABLE FOR ANY INCIDENTAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE OR ANY OF THE SERVICES, OR LOSS OF DATA, EVEN IF BENJO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

You agree to indemnify, defend and hold harmless Benjo, and its officers, directors, employees, agents and suppliers immediately on demand, from and against any claims of liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of the Terms, by you or other liabilities arising out of your use of the Website and/or Services.

#### **11. Force Majeure**

In the event that either party is unable to perform its obligations under the Terms arising from any cause or causes beyond its reasonable control including, without limitation, acts of God, governmental act, war, fire, flood, adverse weather or disease, explosion, strikes, equipment or transmission failure or damage, or other causes reasonably beyond its control which could not reasonably be planned for or avoided, such party shall not be liable for any delay, non-performance or for damages to the other resulting from such failure to perform or otherwise from such causes.

#### **12. Miscellaneous**

Benjo maintains the right to edit, modify amend, supplement and/or remove any or whole part of the Terms or content of the Website at any time with or without notice to you and you are advised to visit the Website and read the Terms on a regular basis to ensure that you are in agreement with them. Any changes will take effect upon posting to the Website. If you do not agree to any change to the Terms and Website, you must immediately stop using these.

Benjo further reserves the right to at any time, modify or discontinue, temporarily or permanently any of the Services in whole or part. You agree that Benjo is not liable to you or any third party for any such modifications, suspension, or termination of any or all Services. Nothing in the Terms shall be construed to obligate Benjo to maintain and/or support any of the Services, in whole or part.

Benjo shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent to you required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

If any part of the Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- the legality, validity or enforceability in that jurisdiction of any other part of the Terms; or
- the legality, validity or enforceability in other jurisdictions of that or any other part of the Terms;

Nothing in the Terms shall be deemed to constitute a partnership between Benjo and you, nor constitute either party the agent of the other party for any purpose. You are, and at all times shall be, an independent contractor, and nothing in these Terms is intended or should be construed to create a partnership, joint or co-venture, franchise, agency or employer-employee relationship between Benjo and you. You are not the agent of Benjo and you are not authorized, and must not represent to any third party that you are authorized to make any commitment, assume any obligation, undertake any liability or otherwise act on behalf of Benjo.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Benjo and you in relation to your use of the Website and Services and supersede all prior agreements and understandings with respect to the same.

### **13. *Applicable Law***

The Terms, Website and the Services are be governed by the laws of the Republic of Cyprus. Any dispute arising between you and Benjo in relation to the Website and/or Services shall be governed by the laws of the Republic of Cyprus and you submit to the exclusive jurisdiction of the Courts of the Republic of Cyprus for the purpose of any such dispute.