

## **OUR TERMS**

### **1. THESE TERMS**

- 1.1 What definitions we use in our terms. In these terms, "Services" means FOREX trading educational services and our online learning courses, as the case may be, that we advertise on our website [www.ariseacademy.live](http://www.ariseacademy.live) (the "Website"). Our Services are intended only for your personal, non-commercial use, unless you and us have agreed otherwise in writing.
- 1.2 What these terms cover. These are the terms and conditions on which we supply the Services to you (our contract with you).
- 1.3 Logging onto and using information provided on Arise Academy or submitting an application for any of our services or packages including but not limited to Subscription-Based Services, etc. (hereafter referred to as "MEMBER", "SUBSCRIBER", OR "MEMBERSHIP"), you hereby agree unconditionally to the legal terms and condition stated here.

#### **1.4 Disclaimers:**

Every Member, Potential Member, Free Trial Member, Interested Customer, or Subscriber of any sort, must fully read this legal disclaimer, understand, and agree, to the legal terms stipulated.

(a) Our Services are purely educational. We will not accept responsibility for any losses you suffer if you make your own decision to use any information you gained from our Services for FOREX trading or online learning courses unless we made any negligent misstatements when providing our Services. Please see clause 11 to learn more about our responsibility for any damage suffered by you as a result of our Services.

(b) We do not provide any financial advice or claim that our Services will bring you financial benefits. Any investment and trading activities are at your own risk and any decision to be involved in FOREX trading shall be made by weighing all pros and cons for you personally. We cannot know

whether FOREX trading is something you should pursue in your personal circumstances. This is your decision and we will not accept any responsibility for it.

(c) You should carefully think over your investment objectives, risks and experience before participating in the Futures & Forex market. It is important to not invest money you cannot afford to lose.

(d) Any opinions, news, research, analyses, prices, or other information offered by Arise Academy does not constitute investment advice. Arise Academy will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

(e) You must be 18 years of age, or the age of majority in your province, territory or country, to become a Subscriber of Arise Academy.

#### 1.4 **If you are not in the UK:**

(a) We do not provide our Services in sanctioned jurisdictions. Our Website can be accessed from any jurisdiction in the world. Nonetheless, we do not provide our Services to the residents and companies registered in countries which are currently under sanctions imposed by the United States of America, European Union, United Arab Emirates, United Kingdom and United Nations or under the respective applicable laws. For the specific sanctions and the list of countries under such sanctions, please visit the website of the respective authorities and governmental bodies.

(b) You should cancel your subscription and immediately stop using our Services if you are from a sanctioned jurisdiction. If we learn that you are using our Services from a sanctioned jurisdiction, we can cancel your subscription and stop providing our Services to you without any notice as and when we learn about it and we shall have no obligation towards you. You shall have no right to refund or compensation, if you have already paid us.

(c) Our terms and conditions are an invitation to trade in the United Kingdom. FOREX trading or FOREX trading education may not be legal in some jurisdictions. You understand and accept that we are unable to provide you with any legal advice or assurances in respect of your use of

the Website or the Services. We make no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws in your jurisdiction before registering with us and using the Services.

(d) Our Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from using FOREX or learning about FOREX trading. We do not intend to enable you to contravene applicable law. You represent, warrant and agree to ensure that your use of the Website and the Services will comply with all applicable laws, statutes and regulations. We shall not be responsible for any illegal or unauthorised use of the Website and/or the Services by you. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your use of the Website and the Services under the laws of any jurisdiction that applies to you. By accepting these terms, you agree to assist us, to the extent you are able, with its compliance with applicable laws and regulations. **DO NOT USE OUR SERVICES IF YOU HAVE A REASON TO BELIEVE THIS CAN BREACH ANY LAWS OF YOUR COUNTRY.**

- 1.5 Governing law. By accepting our terms and conditions and/or continuing to use our Services, you understand and accept that these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 1.6 Jurisdiction. If you live in England or abroad, you should bring any legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 1.7 Our Website. Nothing on our Website shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. The information on our Website is not targeted at the general public of any country. It is not intended for distribution to residents in any country where such distribution or use would contravene any local law or regulatory requirement.

- 1.8 Why you should read our terms. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are ARISE ACADEMY LTD a company registered in England and Wales. Our company registration number is 12817292 and our registered office is at 1000 Great West Road, Brentford, England, TW8 9DW. Our registered VAT number is GB 360515421. Arise Academy is a direct to consumer, subscription based, training and educational company.
- 2.2 How to contact us. You can contact us by writing to us at support@ariseacademy.live
- 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## **3. OUR CONTRACT WITH YOU**

- 3.1 How we will accept your order? Our acceptance of your order will take place upon initial payment of the subscription, at which point a contract will come into existence between you and us.
- 3.2 What if we cannot accept your order? If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for.

- 3.3 We work from the UK. Our Headquarters are based in the United Kingdom. Please see our disclaimer in clause 1.5 if you want to use our Services from abroad.

#### **4. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Services you have ordered (for example, if you want a different course) please contact us immediately. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6- Your rights to end the contract).

#### **5. PROVIDING THE SERVICES**

- 5.1 When we will provide the Services. See clause 3.1
- 5.2 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 5.3 Ending the contract for late provision of the Services. If you do choose to treat the contract as at an end for late provision of Services, you can cancel your order for the Services by writing to us on [support@ariseacademy.live](mailto:support@ariseacademy.live)
- 5.4 What are your obligations under these terms. You should co-operate with us and assist us to such extent as we may reasonably require to perform our obligations under these terms.
- 5.5 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable

sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

5.6 Reasons we may suspend the supply of the Services to you. We may have to suspend the supply of the Services to:

(a) deal with technical problems or make minor technical changes.

(b) make changes to the Services as requested by you or notified by us to you.

5.7 Your rights if we suspend the supply of the Services. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the contract for the whole or part of the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the Services in respect of the period after you end the contract.

## 6. **YOUR RIGHTS TO END THE CONTRACT**

6.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Services updated or to get some or all of your money back), see clause 9;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 6.2;

(c) If you have just changed your mind about the Services, see clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you may have to pay parts of the contract which we have already performed for you;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 6.7.

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

(a) there is a risk that supply of the Services may be significantly delayed because of events outside our control;

(b) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or

(c) you have a legal right to end the contract because of something we have done wrong (including because we have provided our Services late).

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have a legal right to change your mind within 7 days (or dependant on your region, please refer to clause 14) and receive a refund.

The refund policy does not apply to purchases made using crypto payments.

The cooling off period will start from the day of original purchase of service and not be extended or restarted if any additional purchases are made.

These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of the Services which we have already provided to you and there is nothing wrong with them.

6.5 How long do I have to change my mind? After you have ordered the Services, you have 7 days (this may vary based on your region, please refer to clause 14.) after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. After the cooling off period you can cancel your Arise academy membership at any time, and you will continue to have access to the service through the end of your billing period. Payments are non-refundable after the initial cooling off period

and we do not provide refunds or credits for any partial – month membership period. To cancel you would need to email support@ariseacademy.live If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, please check the verification email that was sent to you when you signed up as that would be your start date. If you wish to cancel, we will need a minimum of 4 working days’ notice, if this notice period is not given the following billing cycle will begin and the subscription will terminate at the end of the next billing cycle.

- 6.6 **Billing Cycle.** Upon purchase of the services you enter in 30 days rolling contract. The subscription fee for the Arise Academy services will be charged to your Payment Method used to purchase the service every 30 days. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month.
- 6.7 **Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.
- 6.8 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 6.1), you can still end the contract before it is completed. A contract for the Services is completed when the Services are provided and paid for. If you want to end the contract in these circumstances, just contact us to let us know.
7. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**



- 7.1 Tell us you want to end the contract. To end the contract with us, please let us know by using our web chat service on the Website or email us at support@ariseacademy.live Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 7.2 How we will refund you. We will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.
- 7.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 15 working days of your telling us you have changed your mind.

## **8. OUR RIGHTS TO END THE CONTRACT**

- 8.1 We may end the contract if you break it. We may end the contract for Services at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within three days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or

(c) you do not, within a reasonable time, allow us to provide the Services to you.

- 8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for the Services we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **9. IF THERE IS A PROBLEM WITH THE SERVICES**

- 9.1 How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can use our web chat service on the Website or write to us at support@ariseacademy.live

- 9.2 Summary of your legal rights. We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

a) If your product is digital content, for example a link to download an online webinar, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 6.3.

If your product is services, for example a FOREX trading course, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## **10. PRICE AND PAYMENT**

- 10.1 Where to find the price for the Services. The price of the Services (which includes VAT) will be the price indicated on our Website. We use our best efforts to ensure that the price of the Services advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the Services you order.
- 10.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 10.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, the Services may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid, unless we have already started providing the Services to you, in which case we may withhold a reasonable amount for the work we have done.
- 10.4 When you must pay and how you must pay. We accept payment with Visa Debit, Visa Credit and Mastercard. You must pay for the Services before we start providing them. You must pay for our Services in advance, in order to gain online access to them. The minimum you can purchase is one month worth of Services.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 9.2; and under the Consumer Protection Act 1987.

11.3 We are not liable for business losses. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found at the bottom of the Website.

12.2 Confidentiality. Any data you supply to us under these terms shall remain your property and will be kept confidential by us.

## 13. **OTHER IMPORTANT TERMS**

13.1 Insurance. We promise to maintain in force, with a reputable insurance company, comprehensive professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with your order or our obligations to you under these terms. Please contact us if you would like to see our insurance certificate giving details of our cover or the receipt for the current year's premium in respect of each insurance policy.

13.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.3 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.4 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other

person shall have any rights to enforce any of its terms, except as explained in clause 13.3 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

- 13.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**14. REGION-SPECIFIC CANCELLATION TERMS:**

- 14.1. European Union: If you are an EU member country citizen and made a purchase on our website from any of the EU member countries, you can claim a refund from the date of purchase until 14 calendar days.
- 14.2. United Kingdom, USA, Australia, Canada and New Zealand: If you are a UK, US, AU, NZ or Canadian citizen and made a purchase on our website from the above-mentioned countries, you can claim a refund from the date of purchase until 14 calendar days. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 14.3. Rest of the World: If you have made a purchase on our website from any other country than the ones mentioned above, you can claim a refund from the date of purchase until 7 calendar days.

AI Scanner can only be added as an add-on on the existing account and due to the nature of this educational product, no refunds or extra cooling off period is offered.