

Terms and Conditions BlueDiamondFX

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, as they represent the terms of a binding agreement (the “agreement”) between you and BlueDiamondFX (“we” or “us” and related pronouns) and governs the use of our website and service. by using this website and/or services you agree to be bound by these terms. if you do not accept to any of these terms, please do not use this website or any of our services. using this website or services means that you have read, understood and accept all of the terms stated herein.

if you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms, in which case the terms “you” or “your” shall refer to such entity and its affiliates. if you do not have such authority, you must not indicate your acceptance on behalf of the entity. if you are a user working for or on behalf of a company, you represent and agree that: (1) such company has duly authorized your access to the applicable service as a user, and (2) you have read these terms, understand them and agree to be bound by all terms applicable to users. if you do not accept these terms in their entirety, you must not indicate your acceptance and may not use the subject service in any way.

1. USING THIS WEBSITE

1.1 - You understand and agree that you are solely responsible for compliance with any and all laws, rules and regulations that may apply to your use of our website and services.

2. FOREX RISK WARNING

2.1 - You hereby understand and agree that trading is risky. There are various factors, such as the international prices volatility, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased or other service offered on our Website may be considered as a safe trade.

2.2 - Do not enter into transactions or invest funds that are above your financial abilities. Moreover, certain financial products are not suitable for people without the relevant knowledge and / or experience. You agree that you are aware of the financial risks.

3. RISK DISCLAIMER

3.1 - You agree that we do not take any responsibility for loss incurred as a result of our trading signals. By using our services, you acknowledge that we are not providing financial advice and that you are deciding to copy our trades on your own account. We have no knowledge on the level of money you are trading with or the level of risk you are taking with each trade. In this regard, the amounts paid for the use of our signals can't be refunded.

3.2 - You must make your own financial decisions, we take no responsibility for money you made or lost as a result of our signals or advice on forex related products on this website. You should ensure you understand all of the risks associated with trading before using our services.

4. SIGNAL DELAYS

4.1 - There may be instances delays of signal transmission due to your internet connection or occasions where a position is opened or closed based on latent prices that do not reflect the correct market prices at the time of release of signals, resulting in an inaccurate profit or inaccurate loss. Although these occasions are very rare, however, such events may affect your transactions or business. In such case, we advise our clients to subscribe to a fast internet connection with low latency and use our recommended broker.

5. YOUR ACCOUNT

5.1 - There are certain portion to our website that requires you to sign up for an account (ie. access to subscribed services). You agree that the information you provide about yourself is accurate, complete. You must keep your account information, including a valid email address, up-to-date and accurate and up to date at all times. Any violation to these terms may result to the termination of your account. You agree to keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. We are not responsible for any unauthorized use of your password or any breach of security. You also agree that we will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and password information in combination to any other party.

6. ELIGIBILITY

6.1 - Our services are available to person who are 18 years old or older or are able to form legally binding agreement under applicable law. Therefore, by using our website or any of your services means that represent and warrant that you are of legal age and the information you submit is true and accurate.

7. SUBSCRIPTIONS, PAYMENTS AND CANCELLATION

7.1 - Each billing period starts from the same day of the month that your credit/debit card, ideal, bancontact and other acceptable payment method is initially charged; this is called your “renewal day.” The subscription/service membership will be automatically renewed each renewal day every 1 month, 3 months or 12 months unless you notify us to cancel at least two (2) business days prior to your upcoming renewal day. Acceptable payment methods are credit/debit card, ideal and bancontact. If your automatic renewal didn’t complete we will delete you instantly from our channel and cancel your current membership.

ONLY 1 (ONE) 14 DAY TRIAL PERIOD IS ALLOWED PER USER

7.2 - The subscription/service membership will be automatically renewed depending on your subscription terms, however you may cancel your subscription at any time. To cancel your subscription service, you need to inform us to cancel at least two (2) business days prior to your upcoming renewal day. You will be billed

immediately for your first 1, 3 or 12 months of service at signup/registration which is non-refundable. If you choose to cancel before the end of the 1, 3- or 12-months period, you will be deleted instantly from our channel.

7.3 - All charges for the first month will be payable after subscribing to our services depending on the type of services you subscribed. All charges are in EURO (€).

7.4 - Fees for Your Account are payable regardless whether the services are being utilized by you or not. All fees are non-refundable. Cancellation requests must be sent to payments@bluediamondfx.com with your name and phone number!

IMPORTANT: You will get a confirmation email within 2 business days. If you don't receive this within 2 business days we didn't receive your email so send us a new one!

8. REFUNDS AND CHARGEBACK INFORMATION / FEES

8.1 - BlueDiamondFX offers 14 days' worth of a free trial to ensure that our products and services will meet their needs & expectations before they pay for a full subscription. By accepting, taking advantage of the trial you agree that there will be *ABSOLUTELY NO REFUNDS after these 14 days (right after you are automatically charged if you didn't cancel your membership for the 14-day free trial)*.

8.2 - We give absolutely no refunds because we have a 14-day free trial option on our website. if you don't cancel your 14-day free trial membership this will automatically renew in a 1-month membership and we do not give any refunds on that or on any other membership. **YOU MUST TAKE CARE OF YOUR OWN MEMBERSHIP AND CANCEL THIS IN TIME.**

8.3 – If you think that we have made a mistake with a payment **YOU MUST** contact us with additional information so we can take a look at it because we are a customer friendly and a fair company. If you do not do this and we see that there was any kind of chargeback made we will contact you immediately and if you (the customer) do not reply within 48 hours we will immediately take **LEGAL ACTIONS** against you because we do not tolerate actions like that.

If we see that a chargeback is made. We will charge a €40 EURO FEE on top of each payment amount that was charged back. These do not include any further legal fees if needed. if needed you will receive those from our debt collector.

9. IDEAL AND BANCONTACT FAILED RECURRING PAYMENT PENALTIES

9.1 - In case of a **FAILED** recurring transaction with one of these payment methods: IDEAL & BANCONTACT. You will be charged with a **€25 EURO** fee.

This is because SEPA DIRECT DEBIT pays the amount first and then after a couple of days your bank account will be charged. In case of a failed recurring transaction (low balance or anything else) mollie.com our payment provider charges a FEE directly to us because the payment has failed. You agree that you **MUST** pay this amount because you (the customer) didn't cancel their membership in time (at least two (2) business days prior to your upcoming renewal day) or didn't cancel your membership at all.

10. PAYMENT CHARGES AND PAYMENT FRAUD PENALTIES

10.1 - You hereby warrant that you are over 18 years of age, not subject to the Child Online Privacy Law, of legal age to enter into contractual agreements in the country in which you are present when you subscribe to our services, and is the true and authorized owner of the credit card used to make this purchase. Anyone who violates any of these requirements may be liable for civil or criminal prosecution and agrees to pay liquidated damages of an amount the equivalent of €10,000 (EURO) per fraudulent transaction, plus actual damages, and agrees that all information collected by this website may be used for prosecution and may be turned over to law enforcement agencies or to credit card companies and payment service providers.

10.2 - We accept payments through Credit/Debit card, Ideal, Bancontact and other payment method we allow (collectively refers to as "Payment Method"). If the true and/or authorized owner of the payment method attempts to commit fraud upon BlueDiamondFX, you authorize each and every credit card company or payment service provider to disclose to the BlueDiamondFX all information that could be construed as proof of fraud.

10.3 - Anyone who attempts to perpetrate a fraud upon BlueDiamondFX involving the use of a credit card or other payment method herewith gives authorization for the BlueDiamondFX to access all information about You from credit reporting agencies and also authorizes BlueDiamondFX to discover all relevant information from any source about the fraudulent practices and to reveal such information to credit reporting agencies, credit card companies, payment service providers (such as Ideal and Bancontact), and law enforcement agencies.

10.4 - You agree that if you use trickery to receive a refund without contacting us properly, or if you cause a fraudulent dispute claim that results in a chargeback against BlueDiamondFX, that the BlueDiamondFX is authorized to re-charge to your credit card or payment method that was used for the original purchase to the extent that will make BlueDiamondFX whole. You agree to, in addition to actual damages, pay to the BlueDiamondFX liquidated damages of an amount equivalent to €10,000 (EURO) for every separate fraudulent action You commit.

11. WARRANTY DISCLAIMER

11.1 - This website and its content are provided to you on "as is" and "as available" basis. to the extent as allowed by applicable law, we do not provide any warranties, whether express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, or non-infringement of intellectual property.

11.2 - We also make no warranty or representation that this website will meet your standards or requirements, or that the use of this web site will be uninterrupted, timely, secure, or error free; nor do the we make any representation or warranty as to the results that may be obtained from the use of this web site. moreover, we make no warranties or representations of any kind, whether express or implied, as to the operation of the website or the information, materials, content, or services included on the website.

11.3 - In no case that we or any of our agents be liable for any damages of whatsoever, including but not limited to damages for loss of profits, business interruption or loss of information, etc., arising out of the use, misuse of or inability to use of our website or services, even if the we have been advised of the possibility of such damages. this disclaimer shall form part and is essential to this agreement.

12. CHANGES

12.1 - We reserve the right, in our sole discretion, to modify, edit or to change this terms and conditions. It is your obligation to review this terms and conditions regularly for changes. Your usage to our website or access thereof after changes means that you have read, understood and accepts all of the terms and conditions thereof.

13. GOVERNING LAWS

13.1 - THIS TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE NETHERLANDS, WITHOUT REGARD TO CONFLICTS OF LAW. Neither the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980), nor the Uniform Computer Information Transactions Act (UCITA) shall apply to any subscriptions made hereunder.

14. INTERNATIONAL USERS

14.1 - All information herein are protected by the laws of The Netherlands. Wherever your location is, your information may be transferred to and stored on computers or services outside your country. Your laws regarding privacy may differ from The Netherlands' privacy laws. By using this website or by submitting any information stated herein, you agree to be bound by the laws of The Netherlands.

15. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between YOU and BLUEDIAMONDFX in relation to the use of this website or services. No additional provisions are expressed nor implied. This AGREEMENT supersedes any all previous oral and/or written, express and/or implied agreements.

By using this website or services, YOU HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT and ACCEPTS ALL TERMS, CONDITIONS, COVENTANTS AND RESTRICTIONS, and WITHOUT EXCEPTION.