

TERMS AND CONDITIONS OF THE ONLINE PURCHASE AGREEMENT

1. The Purchaser: will refer to the person who completed and submitted his/her details on the online purchase order who warrants that:
 - 1.1 the information captured by him/her on the online purchase order is true and correct;
 - 1.2 he/she has the capacity and authority to enter into this agreement;
 - 1.3 was allowed to inspect the object of purchase before his/her electronic acceptance/signature refer to 6.2 below;
 - 1.4 satisfied him/herself with the object of purchase and its operation for his/her purposes;
 - 1.5 he/she must satisfy him/herself before the conclusion of the Agreement that his/her computer and programs (including capacity) are compatible with and suitable for the object of purchase, the Seller accepting no responsibility in that regard and
 - 1.6 he/she was allowed to read the agreement before electronically accepting these terms and conditions.
2. The Seller is Diversit-e Smart Trade College (Pty) Ltd, a private company with limited liability duly registered and incorporated under the company laws of the Republic of South Africa, with registration number: 2016/305525/07 and address Cambridge Park, Block 8 - Mezzanine, 5 Bauhinia Street, Highveld Techno Park, Centurion, Gauteng, 0169. E-mail for correspondence purposes enrol@smartradecollege.com
3. The Agreement and all matters and disputes arising therefrom or incidental thereto shall be governed by and be construed by the laws of the Republic of South Africa.
 - 3.1 The Purchaser and the Seller choose for all purposes their respective FICA- and or email addresses for the serving of any formal documents, notices, and/or summonses as per the online purchase order.
 - 3.1.1 A party may from time to time by written notice to the other vary his/her domicilium to another address within the Republic of South Africa, which is not a post office box or poste restante. These notified addresses shall become the domicile of that party within 7 (seven) days of the other party receiving such notification.
 - 3.2 Any notice that is given by a party to the other party ("addressee") which:-
 - 3.2.1 is delivered or made by hand during normal business hours at the addressee's physical address/domicilium, for the time being, shall be presumed to have been received by the addressee at the time of delivery, provided that the presumption shall only apply if written proof of receipt is obtained by the delivering party, and duly produced on demand;

- 3.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee's postal address or domicilium, and shall be presumed to have been received by the addressee on the seventh (seventh) day after the date of posting;
- 3.3 all notices by a party to the other in terms of the Agreement must be in writing, and where in terms of the Agreement any communication is required to be in writing, the term writing may include communications by email, provided that receipt thereof by the addressee must be proven by the production of an email transmission report, and the direct or indirect admission of receipt thereof by the addressee by email;
- 3.4 the Seller records telephone calls made or received by the Seller to or from the Purchaser, who agrees to such recordings;
4. The Commencement Date will be the date on which the checkout procedure has been completed and the terms and conditions have been electronically accepted.
5. Without prejudice to the Purchaser's or the Seller's rights to institute any action in the Supreme Court having jurisdiction, the Purchaser, and the Seller consent to the jurisdiction of the Magistrates Court of South Africa in terms of sections 45 of Act 32 of 1944, as amended, in respect of any action brought against him/her by the Seller in terms of this agreement, notwithstanding that the actions would otherwise be beyond that jurisdiction.
6. The Object of Purchase means the Smart Online Trader Course (Hereinafter referred to as "the Course") and or technical coaching services that are intended to educate the Purchaser to understand and self-trade in FOREX Trading, Crypto Currencies, Commodities, CFDs, and the Financial Markets.
- 6.1 The course modules and resources are accessed through the Virtual Training Platform that can be accessed on <https://vt.smartonlinetrader.com/> and will be deemed delivered once the contract price or any part thereof was received and cleared, and the Purchaser has been sent an email with his/her username and password to allow him/her access to the full course, training material, and services. It will be deemed that the Purchaser took delivery of the training material, accessed the object of purchase, and permanently installed or otherwise joined, combined the training materials with his/her computer or any programs on his or her smart device, or printed or otherwise made use of the object of purchase.
- 6.2 The Purchaser has the option to opt-in for the 7-calendar day free trial period.
- 6.2.1 It is the Purchaser's responsibility to cancel his/her online order, before this 7-calendar day free trial period expires. A written confirmation of his/her intention to not proceed with the order should be sent to enrol@smartradecollege.com and or via the order.
- 6.2.1.1 In the event where the Purchaser does not cancel his/her online order then the Seller will accept that the Purchaser accepts the Purchase Order together with these terms and conditions, and may payments, as selected in the payment schedule of his/her online order, be processed against the account provided by the Purchaser. First of these payments will be processed on day 8 after the online order was submitted and the 7-calendar days have expired. Clause 9 below will thereafter apply.
- 6.3 Copy- & Intellectual property rights are vested in the Seller. The Purchaser may not give any third party his/her password or login details to access the virtual training platform.

- 6.4 The real trading terminal (also referred to as the trading platform), MetaTrader is either downloaded, installed, and configured on the Purchaser's "smart" device/laptop/desktop or accessed via the Purchaser's web browser. MetaTrader is a real trading terminal used by the Purchaser to execute trades in a live- and or demo self-managed trading account. The Seller is not the copyright- and or trademark owner of these real trading terminals and merely recommends these trading terminals to Purchasers and or potential buyers who elect to self-study and learn how to execute their trading options. The Seller does not accept any responsibility for the availability, functionality, and or access to this real trading terminal.
- 6.5 Trading signals are sent via a Telegram group. It is the Purchaser's responsibility to accept the Telegram channel via the link provided by technical support. These signals are for educational purposes only and should not be seen as recommendations or financial advice. Trade signals are being published by the Seller as and when opportunities present them
- 6.6 Save as expressly otherwise stated in the Agreement, all rights, title, and interest in and to all trade names, trademarks, logos, copyrights, and other intellectual property rights used or embodied in or relating to the Object of Purchase, (collectively "intellectual property") shall be and remain the sole property of the Seller or its suppliers.
- 6.7 The Purchaser shall not be entitled to reproduce, distribute, disseminate, sell, publish, broadcast, or copy the intellectual- or copyright-protected property in any way whatsoever.
7. This "Online Purchase Order" contains all the terms and conditions applicable to the "Object of Purchase". Verbal agreements are not binding. It is the responsibility of the Purchaser to always familiarize him/herself with any terms and conditions and the compatibility of any add-ons and or plug-ins of any platform(s) before installing, accessing, and or use of such add-ons, plug-ins, real trading terminal and or the FSCA registered Stockbroker.
8. To access the course material and or utilize the real trading terminal an ADSL or LTE data/internet connection must be available. Internet data connection and all data charges are the responsibility and for the account of the Purchaser.
9. The Agreement Amount, in respect of the "Object of Purchase", is payable by the Purchaser to the Seller, and will the amount due be shown on the Website upon Checkout. The Purchaser shall in the "Schedule of Payment" elect the method of payment by which he/she will pay the purchase amount due or any part or balance thereof, which may be a combination of payment methods, i.e., card and or electronic fund transfer, finance and or monthly debit order (Payment Plan) and shall duly give effect to such elected payment method.
- 9.1 Should the Purchaser, or Account Holder on his/her behalf elects to pay the agreed amount due or any part thereof by a card, the card payment authorization shall be submitted and authorized by the Purchaser and or Cardholder. This authorization shall give an irrevocable authority to debit the specified card with the amount stipulated. The Seller makes use of a secure authentication system to verify the card holders' details with the bank, which directs the Purchaser to a secure link with its bank. The Purchaser's card details will only be accessible to the compliance service provider and the Seller will not have access to this information.

- 9.2 Should the Purchaser elect to pay any part of the agreement amount due in recurring installments, the Purchaser, or the Account Holder on his/her behalf shall select this option at the online payment schedule.
- 9.2.1 The Purchaser undertakes to instruct his/her bank or to procure that the Account Holder instructs his/her bank to effect payment of such installments by debit order, provided that if the Purchaser (or the Account Holder on his/her behalf) terminates such debit order, the Purchaser shall nevertheless remain liable for payment of the agreement amount due by other means on-demand.
- 9.2.2 The Purchaser and or Card- and or the Account Holder acknowledges that if for any reason payment of the agreement amount due or any part thereof by a card(s) is not approved or effected, the Purchaser and or person who consented to joint liability (also referred to a "Further Party"), shall nevertheless remain liable for payment of the agreement amount due by other means on-demand. The Purchaser and or Cardholder shall pay the agreed amount due to the banking account of the Seller: Diversit-e Smart Trade College, First National Bank, Current account # 626 259 35377; Centurion # 250 655.
- 9.2.3 It is the Purchaser's responsibility to familiarize him/herself with the applicable Terms and Conditions and mandate of the online payment system he/she selected. Although the Purchaser may cancel the recurring payments at his/her financial institution, such instruction will not cancel this agreement or waive the Seller's right to demand performance (payments to be honored) in terms of this agreement.
- 9.3 All payments due in terms of this agreement must be affected as per the agreement.
- 9.3.1 Should the payment(s) not be honored, the Purchaser consent to listings on the South-African national credit bureaus and more specifically at Accountability Solutions (Pty) Ltd.
- 9.4 Should the Purchaser fail to pay the agreed amount due or any part thereof on the due date(s) as mutually agreed, then, without derogating from any of the other rights of the Seller, the agreement amount due, or any balance thereof shall immediately and without notice become due and payable. If the Seller is not able to reach the Purchaser at any of the contact details given in this purchase agreement, be it via mobile- and or any other contact number, email, or post, the Purchaser consents that the Seller may perform a trace on the Purchaser's records on any credit bureau, solely to obtain contact details to reach the Purchaser.
- 9.5 If a payment plan is selected, it is recorded that it is not a subscription fee, and is there no interest added to the purchase amount due. Any recovery, tracing, and or collection costs will be for the Purchaser's account.
10. No cancellations or refunds will be accepted. In the case of Direct Marketing, the provisions of the South African Consumer Protection Act (CPA), 2008 (Act 68 of 2008) chapter 2: Fundamental Consumer rights, Part C: Consumer's right to choose, 16 Consumer's right will apply, giving the Purchaser a 5 working day cooling-off period from the commencement date. Cancellation requests should be sent in writing to enrol@smartradecollege.com. A cancellation fee of 5 % (five percent), calculated on the amount received by the Seller, will be levied to cover bank and administration fees. If cancellations are done in terms of this clause and the Purchaser accepted personalized technical coaching and services, the Purchaser will be liable for the costs of these services offered to the Purchaser (refer to 6.2 above, option to evaluate before entering the purchase agreement).

11. In terms of the South African Financial Advisory and Intermediary Services Act, 37 of 2002 all active trading must be executed through an FSCA registered Broker. Broker Trading commission and or swap fees apply and vary depending on the Broker used by the Purchaser. The Seller will introduce the Purchaser to its preferred broker/s. It is the responsibility of the Purchaser to first familiarize him/herself with the terms and conditions applicable to the opening and activation of a self-managed trading account including applicable terms and conditions. The Seller, its Employees, Sales Executives, Affiliates, and or sub-distributors shall not be held liable for any loss of data, profits, special and or incidental and or any other damages arising from the use of any of the devices and or course(s) and or live/real trading terminal.
- 11.1 The reason for the limitation of liability as set out above is the fact that the use of the Object of Purchase calls for a value judgment on the part of the Purchaser, over which the Seller has no control. The Object of Purchase is intended for educational purposes only.
12. Self-managed trading account funding:
 - 12.1 The Purchaser may elect to add to the purchase price a self-managed trading account first-time deposit. The deposit will be used to fund a real trading account on behalf of the Purchaser, in the Purchaser's name, to enable the Purchaser to start self-trading. If this option is elected the Purchaser consents to the opening of a such self-managed trading account on his/her behalf, and that the amount he/she elected will be transferred in his or her name. If no value was chosen, the Purchaser needs to open and self-fund his/her self-managed trading account.
13. The Purchaser consents to receive marketing and or promotional material and that the Seller may his/her personal image and or video testimonials for marketing purposes on the Seller's social media pages and or platforms. All information provided herein is treated strictly private and confidential. Visit www.smarttradecollege.com for the privacy and disclaimer policies. The Purchaser has the right to opt-out from any marketing campaigns via email to enrol@smarttradecollege.com and or unsubscribing from electronic media. The Purchaser will familiarize him/herself with the Seller's Protection of Private Information Policies <https://smarttradecollege.com/disclaimer/privacy-policy/> and will information submitted by the Purchaser only be used for the intended purpose.
14. The Purchaser consents (opt-in) to receive messages from the Seller (WhatsApp; SMS or MMS). To ensure that these messages comply with applicable laws, communications industry guidelines or standards, and measures of fairness and decency the Seller makes use of Twilio and complies with their messaging policy, privacy notice, and data protection addendum. The Purchaser can revoke his/her consent at any time by following the opt-out instructions contained in these messages.
15. Trading involves risks. Never trade or invest money you cannot afford to lose. Neither Diversit-e Smart Trade College (Pty) Ltd nor its Employees, Sales Executives, Affiliates, and/or Reseller Agents are registered financial services providers and are not licensed to give any financial- and or investment advice. They do not manage any monies for investment purposes. Examples used by the Sales Executive during the presentation and our products (MetaTrader) are based on past performances and do not guarantee future growth.
16. The Purchaser confirms that he/she was of sound mind, has familiarized him/herself with the amount due, elected the payment method, and understands these terms and conditions. A copy of these accepted terms and conditions together with the order summary will be emailed to the Purchaser.
17. **Clients who elects to make use of our Smart Online Trader Gold Algorithm**

17.1 Introduction

Users- or potential users (also referred to as clients) must familiarize themselves with our Risk Disclosure Notice before installing- or using any of Diversit-e Smart Trade College's services or offerings.

Once a user has registered or installed any of our products, Smart Online Trader's offerings be it through a link, via our website, or any other platform, Diversit-e Smart Trade College, its Developers and or Reseller Agents, will accept that the User has fully understood and agreed to the Risk Disclosure and accepted the contents thereof.

17.2 Smart Online Trader Algorithm Explained

Algorithms are programs that have been developed for MetaTrader 4 and are used for the automation of analytical and trading processes. They perform prompt technical analysis of price data and manage trading activities. Algorithms can perform analytical and trading operations for any symbols or periods.

This enables a user to reap the profits without having to do the work.

Requirements for a User to use the Smart Online Trader Algorithm

- Laptop
- WiFi
- MetaTrader 4

The MetaTrader 4 terminal must be open and connected to an active Wi-Fi signal for the Algorithm to function properly.

17.3 Risk Disclosure Notice

There is considerable exposure to risk in any derivative trading transaction. Any transaction involving derivatives involves risks including, but not limited to, the potential for changing political and/or economic conditions that may substantially affect the price or liquidity of a currency.

The leveraged nature of derivative trading means that any market movement will have an equally proportional effect on your deposited funds. This may work against- as well as for the benefit of a User. The possibility exists that a user could sustain a total loss of initial margin funds and be required to deposit additional funds to maintain his/her position. If a User fails to meet any margin call within the time prescribed, his/her position will be liquidated, and will the User be responsible for any resulting losses. The Smart Online Trader Algorithm will aim to lower the exposure to risk by employing risk-reducing strategies such as a stop-loss as well as securing trades once profits have been achieved.

Derivative trading has large potential rewards, but also large potential risks. A User must be aware of the risks and be willing to accept them to trade in the financial markets. Don't trade with money you cannot afford to lose.

Smart Online Trader neither solicits nor recommends buying/selling any derivative instruments. No representation is being made that any account will or is likely to achieve profits or losses like those discussed during our online sessions. The past performance of any trading system or methodology is not necessarily indicative of future results.

By purchasing any Smart Online Trader products, the User acknowledges and accepts that all trading decisions are his/her own or sole responsibility, and the author and anybody associated with Smart Online Trader will not be held responsible for any losses that are incurred as a result.

By using the Smart Online Trader Gold Algorithm or any other Smart Online Trader Strategy/System the User agrees to hold Smart Online Trader and anyone involved in the development, production, and distribution of any system/strategy purchased through Smart Online Trader free of any responsibility or liability for any losses sustained while using this Algorithm and or while trading with live funds. Any live trading that a User executes, be it manual or automated, is done so at his/her own risk and discretion.

A User can lose large sums of money by taking excess risk while trading in the live market. Smart Online Trader shall not be held responsible for any losses that a User might incur during any trades.

17.4 Expiry

The SOT Gold Algorithm will be provided at no additional cost to current Smart Online Trader enrolled Clients/Traders/Users who has access to Smart Online Trader Learning Management System (LMS). Free access/usage of the SOT Gold Algorithm will expire at midnight on 31 December '22 after which date and time all access will be revoked. All open trades will be closed automatically. **To continue access the User will need to pay the monthly service fee.**