

## Terms and Conditions of My Trading Metrics (MTM)

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### 1. Acceptance of the Terms

MTM Metric Limited ("My Trading Metrics", "MTM", "We", "Our") offers its website and related services (the "Service") to you, the user, subject to your compliance with these Terms of Service. Your access to and use of the MTM website and services are conditioned upon your acceptance of these Terms of Service. By using our Service, you agree to adhere to these terms and any future amendments. We recommend regularly reviewing these Terms to stay informed of any updates.

### 2. Description of Services

MTM provides a diverse range of services, including but not limited to trading analysis tools, backtest tools, trade journaling, and collaborative trade-related functionalities. Our services are designed to assist in your trading process but should be used with discretion and an understanding of the risks involved in trading.

### 3. Modification and Enhancement of Services

We consistently strive to improve our Service and may modify, add, or remove features periodically. We reserve the right to modify or discontinue the Service, or any part thereof, with or without notice. We aim to provide timely notice of significant changes but are not liable for any modifications that might affect the availability or functionality of the Service.

### 4. Subscription Terms and Automatic Renewal

Our services are offered through various subscription plans. These subscriptions are automatically renewed based on your chosen cycle (monthly or annually). You may cancel your subscription at any time before the renewal date to avoid automatic renewal. Refunds will not be issued for renewal payments.

### 5. Registration Data, Privacy, and GDPR Compliance

Accurate registration is vital for service provision. We commit to protecting your privacy and personal data in line with our comprehensive Privacy Policy, which aligns with GDPR standards, offering full transparency on data usage and user rights.

- We collect personal data such as names, email addresses, IP addresses, and payment details to provide access to our services and improve the overall user experience. By using our platform, you consent to this data being collected and used as outlined in our Privacy Policy.
- Users have the right to request access to the personal data we hold and to request corrections or updates. If you believe your data is inaccurate, please contact us, and we will rectify it within 30 days.
- You have the right to request the deletion of your personal data. To request the removal of your data, please contact us at [support@mytradingmetrics.app](mailto:support@mytradingmetrics.app). Once the request is verified, we will delete your data within 30 days, except for any data required for legal or compliance purposes.
- Users have the right to request that their data be transferred to another service provider. Upon request, we will provide a copy of your personal data in a machine-readable format within 30 days.
- We take data security seriously and implement appropriate measures, including encryption and secure servers, to protect your personal data from unauthorized access, disclosure, or loss.
- We do not sell or share your personal data with third parties for marketing purposes. However, we may share your data with trusted third-party service providers who assist in delivering our services (e.g., payment processors), in compliance with GDPR.

## 6. User Conduct and Responsibilities

You are expected to use our Service responsibly and legally. This includes safeguarding your account details and being aware of the information you share on our platform. We encourage a respectful and constructive user environment. You agree to use our Service in compliance with all applicable laws. You are responsible for your account's security and the activities occurring under your account.

## 7. Investment Disclaimer

MTM's services are informational and not financial advice. Investing involves risks, and we are not liable for your investment decisions. While our services provide valuable insights, they do not constitute financial or investment advice. Trading involves significant risk, and decisions should be based on your own judgment and advice from qualified professionals. MTM is not responsible for losses or damages resulting from trading

activities. You should consult a financial advisor for specific advice.

## 8. Intellectual Property Rights and Usage

The content on MTM, including user-generated content, is protected under intellectual property laws. All content and software on the MTM platform are the intellectual property of MTM or its licensors. While you have access to this content, it is strictly for personal, non-commercial use, unless explicitly agreed upon with MTM. You are granted a license to access and use this content as per these terms.

## 9. User-Generated Content and Licensing

By posting content on MTM, you grant us the right to use, modify, and display this content, including for marketing and promotional purposes. Content you create and share on MTM grants us a flexible license to use it within our platform and externally for promotional purposes. This content remains your intellectual property, but you allow MTM to leverage it to enhance our Service and community engagement.

## 10. Indemnification and Affiliate Program Responsibility

Your participation in our Service, including the affiliate program, requires adherence to legal and ethical standards. You agree to indemnify MTM against any claims or damages arising from your conduct or from content you provide. All users and affiliates act independently, and their actions or representations do not reflect MTM's positions. You agree to indemnify MTM against claims related to your use of the Service or your violation of these terms. This includes actions by affiliates, who operate independently of MTM.

## 11. Detailed Limitation of Liability

MTM endeavors to provide a reliable and secure platform but does not guarantee uninterrupted service or immunity from data breaches or losses. Our liability in such cases is limited to the fullest extent permitted by law, and we do not assume responsibility for indirect consequences of using our Service. MTM is not liable for indirect damages arising from your use of the Service. This includes data loss, inaccurate information, or missed trading opportunities.

## 12. Terms of Service Termination and User Account Suspension

We reserve the right to terminate or suspend access to our Service for reasons including, but not limited to,

breaches of these Terms, illegal activities, or disruptive conduct. This clause ensures the safety and integrity of our platform for all users. We reserve the right to terminate or suspend your access to the Service for any reason, including non-compliance with these Terms.

### 13. International Use and Jurisdictional Compliance

Our Service is designed to cater to a global audience. However, the appropriateness and legality of our

Service in your locality should be verified by you. MTM is governed by the laws of England and Wales but respects international legal frameworks. The Service is accessible globally, but we do not claim it's appropriate for use outside the UK. You are responsible for compliance with local laws.

### 14. Governing Law and Legal Venue

Disputes arising from these Terms will be subject to the jurisdiction of the appropriate courts in England and Wales. This clause provides clarity on legal proceedings and dispute resolution.

### 15. Notification and Acceptance of Updated Terms

We may update these Terms. Should we update these Terms, we will notify you within the platform.

Continued use of the Service after updates indicates your acceptance of the new terms.

### 16. Affirmation of the Complete Agreement

These Terms, including any future modifications, represent the entire agreement between you and MTM.

They supersede all prior communications and proposals.

### 17. Contact Information for Queries and Support

For questions or support related to these Terms or our services, please reach out to us at [support@mytradingmetrics.app](mailto:support@mytradingmetrics.app).

### 18. Refund and Cancellation Policy

You may request a refund within 7 days from the date of your initial subscription payment. No refunds will be

issued for renewal payments, as users may cancel their subscription at any time before the renewal date to

avoid further charges. Refunds will only be processed for the initial payment, provided the request is made within the 7-day period. After 7 days, the subscription fee is non-refundable.

#### 19. Affiliate Program Terms

Participation in our Affiliate Program is governed by specific terms, which include compliance with legal standards and ethical marketing practices. Affiliates must uphold the integrity of MTM and are subject to approval based on KYC procedures. Affiliates are independent and not representatives of MTM. We are not liable for the affiliates' promotional tactics or representations.

#### 11. Detailed Limitation of Liability

MTM endeavors to provide a reliable and secure platform but does not guarantee uninterrupted service, real-time accuracy, or immunity from cyberattacks, data breaches, or losses. Our liability is limited to the maximum extent permitted by law. We are not liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of data, missed trading opportunities, or financial losses arising from your use or inability to use our Service. Users accept that all use is at their own risk, and no guarantees are provided regarding platform performance or outcomes.

#### 19. Affiliate Program Terms

Participation in our Affiliate Program is subject to compliance with ethical and legal standards. Affiliates are independent entities and must adhere to all guidelines issued by MTM. Affiliates must not make misleading, exaggerated, or false claims regarding MTM services. All promotional content must be approved by MTM prior to publication. MTM reserves the right to terminate any affiliate partnership found in violation. MTM disclaims liability for any unauthorized affiliate conduct. All affiliate marketing must include disclaimers such as Trading involves risk. Past performance does not guarantee future results.

## 20. Force Majeure

MTM shall not be held liable for any failure or delay in performance due to circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, war, terrorism, civil unrest, government restrictions, pandemics, natural disasters, power outages, or service disruptions not within MTMs control. During such events, obligations will be suspended to the extent affected.

## 21. Data Breach Disclaimer

While MTM takes industry-standard measures to protect your personal data, including encryption and secure infrastructure, no system is entirely immune to security breaches. In the event of a data breach, MTM will notify affected users as required by law. MTM shall not be liable for any loss, misuse, or unauthorized access to data, unless caused by proven gross negligence or willful misconduct.

## 22. Dispute Resolution and Arbitration

Before initiating any legal action, both parties agree to attempt to resolve disputes through good faith negotiations. If unresolved, disputes shall be submitted to confidential arbitration in accordance with the Arbitration Act 1996 (UK), unless prohibited by law. Arbitration shall take place in London, England. This clause does not prevent either party from seeking injunctive or equitable relief in the courts of England and Wales.