

## **GENERAL TERMS AND CONDITIONS OF TRADE ON THE MARKET LIMITED LIABILITY COMPANY**

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### 1. Introductory provisions, description of the service provider and its services

- 1.1. The Trade on the Market Limited Liability Company as a service provider (hereinafter referred to as: „**Service Provider**”) produces educational material in digital form on the subject of trading on the crypto market and other financial instruments on the stock exchange, which it publishes in various types of educational packages on a website it operates and which is available at <https://tradeonthemarket.com/>. The Service Provider grants access to this content to its subscribers. Besides, for the subscribers of the educational packages, the Service Provider also provides access to the "Discord" communication server rooms available at <https://discord.com>, created and operated by the Service Provider per educational package, for the purpose of online messaging and informing the subscribers.
- 1.2. The present General Terms and Conditions (hereinafter referred to as "**GTC**") shall regulate the rules for the subscription to online educational packages published through the website operated by the Service Provider (hereinafter referred to as "**Website**"), the contract between the Service Provider and the Subscriber for the provision of digital content in relation to the subscription, the basic rules for the use of the "Discord" communication servers (hereinafter referred to as "**Discord server rooms**"), and define the rights and obligations of the Service Provider and the Subscriber under the contract.
- 1.3. Service Provider data:  
Company name: **Trade on the Market Limited Liability Company**  
Registered office: 155 Office Plaza drive, Suite A, Tallahassee, State of Florida, FL- 32301, United States of America  
Registering Authority: State of Florida, Department of State  
Business Registration Number: L21000438325

EIN number (tax identification number): EIN 87-3320555

EU Community Tax Number: EU196067483

e-mail address: support@tradeonthemarket.com

- 1.4. The Website of the Service Provider available at <https://tradeonthemarket.com/> is hosted by Google Warsaw (Warsaw Financial Centre, Emilii Plater 53, 00-113, Warsaw, Poland, phone +48 22 207 19 00, email: [press@google.com](mailto:press@google.com)) via Google Cloud.
- 1.5. The hosting service of Discord server rooms of the Service Provider available at <https://discord.com> is provided by Discord Inc. (headquarters: 444 De Haro Street #200, San Francisco, CA 94107, USA, e-mail: [privacy@discord.com](mailto:privacy@discord.com)).

## 2. Definitions, description of service types

- 2.1. Educational Materials: means all the online content (including, but not limited to; podcasts, articles, blog posts, studies, knowledge material) created by the Service Provider in digital form, which are the intellectual property of the Service Provider and therefore protected by copyright, made available and stored on the Website, organized in Educational Packages, regardless of its name or form of presentation. The articles and blog posts of the Service Provider that are not included in the Educational Packages, to which non-subscribing Visitors are provided free access, are also considered to be intellectual property of the Service Provider made in digital form and subject to copyright protection of the Service Provider.
- 2.2. Educational Packages: The Service Provider grants access to its Subscriber to the Educational Materials – excluding the articles and blog posts referred to in the previous article, which are available free of charge to non-subscribing Visitors – assorted in different Educational Packages. The two categories of Education Packages are the Single Fee Education Packages (which is referred on the Website as “Video Trainings”) and the Subscription Education Packages (which is referred on the Website as “Renewals”). The Service Provider provides access to the following Educational Packages to its Subscribers, with the detailed description and content of each Educational Package being available on the Website (<https://tradeonthemarket.com/subscriptions/>).

<b>Single Fee Educational Packages (“Video Trainings”)</b>	<b>Name of Educational Package</b>	<b>Language of the Educational Materials included in the Educational Package</b>
	Entry Video Training	only Hungarian content
	Expert Video Training	only Hungarian content
<b>Subscription Fee Educational Packages (“Renewals”)</b>	TOTM Advanced	only Hungarian content
	TOTM Pro	only English content

- 2.3. Discord server rooms: With the exception of the Entry Video Training Educational Package, the Educational Packages include several Discord server rooms being separated from each other, to which to which the Service Provider grants access rights only to subscribers of the respective Education Package. An exception to this is a Discord server room made available by the Service Provider, which does not provide priority privileges and is available free of charge to all subscribers regardless of the Educational Package they have ordered (including Entry Video

Training Package subscribers) and also to non-subscriber Visitors defined below. Each Discord server room operates separately and independently from each other.

- 2.4. Single Fee Educational Packages: means those Educational Packages that are available to the subscriber for an unlimited period after the payment of the single fee indicated on the Website, until the Website is operated by the Service Provider, but at least for 5 (five) years from the date of contract.
- 2.5. Subscription Educational Packages: means the Educational Packages that are available to the subscriber as long as the subscriber maintains his/her subscription by paying the subscription fee published on the Website on a regular basis for the default subscription period. The default subscription period means 30 (thirty) calendar days. Entitlement to the subscription period is automatically renewed in such a way that on the last day of the subscription period, the Service Provider automatically debits the subscription fee for the next subscription period from the subscriber's credit card.
- 2.6. Service: in the case of Single Fee Educational Packages, means the provision of access to the Educational Materials included in the package until the operation of the Website by the Service Provider, but at least for a period of 5 years from the date of the contract, on the basis of which the Service Provider grants the subscriber a license for the non-exclusive use of the content included in the selected Educational Package, subject to the limitations set out in GTC, furthermore, it also means the provision of access to the Discord server rooms belonging to the respective Educational Package. In the case of Subscription Fee Educational Packages, means the provision of access to the Educational Materials included in the package for the duration of the subscription period reserved by the subscriber, on the basis of which the Service Provider grants the subscriber a license for the non-exclusive use of the content included in the selected Educational Package, subject to the limitations set out in GTC, furthermore, it also means the provision of access to the Discord server rooms belonging to the respective Educational Package. The Service Provider draws the attention of the Visitors and Subscribers to the fact that all the Services provided by it are considered as digital content provided on non-tangible media pursuant to Article m) of Subsection 1 of Section 29 of the Government Decree 45/2014 (II.26.), taking into account that the Educational Materials included in the Educational Packages are considered as data produced and delivered in digital form. The Services provided under present GTC are available to Subscribers 24/7 (that is 24 hours a day, 7 days a week). Nevertheless, the Service Provider reserves the right to temporarily suspend the availability of the Website and Discord server rooms for the maintenance of certain elements of the Service. The Service Provider will inform the subscribers about the planned maintenances in advance on the communication interfaces of the Discord server rooms, and will also publish a notice on the loading interface of the Website that the Website is temporarily unavailable due to maintenance. The Service, irrespective of the fact that it is aimed at the development of the Subscriber's competences and skills for all types and categories of Educational Packages, does not constitute an adult education activity, subject to, that the Educational Materials contained in each Educational Package available on the Website constitute a digital service without interaction, which Subscribers may view at their own pace, in any order and without limitation, during the duration of the Contract (in the case of Subscription Fee Educational Packages, as long as the subscription fee is paid by the Subscriber). Furthermore, no training is organized in the course of the provision of the Service, so there is no predefined theme or timeframe.
- 2.7. Contract: means the contract between the Subscriber and the Service Provider for the provision of digital content, concluded upon Subscription to the Service and confirmation of Subscription by the Service Provider, from the date of confirmation, under which the Service Provider undertakes to provide the Subscriber with access to the Service ordered, while the Subscriber

undertakes to pay the one-off fee or the subscription fee for the Service ordered. The contract concluded is considered an electronic distance contract concluded by means of devices that enable communication between absent parties. A Contract concluded by a Subscriber who is a consumer shall also be considered a consumer contract.

- 2.8. Subscriber: a natural person over the age of 18 or a legal entity who has successfully registered to the Website or, where access to the Discord server rooms is provided under the above provisions, to the Discord server rooms under the terms of the present GTC and has paid the one-off fee of the ordered Single Fee Educational Package or at least the subscription fee for the first subscription period of the ordered Subscription Fee Educational Package in accordance with the provisions of the present GTC.
  - 2.8.1. Consumer Subscriber: means any natural person Subscriber who is acting for purposes which are outside his or her trade, profession and economic activity.
  - 2.8.2. Non-consumer Subscriber: any Subscriber who is a natural person or a legal person having legal capacity under its personal law, acting for purposes in accordance with his or her trade, profession and economic activity.
- 2.9. Subscription: means the Subscriber's ordering of the Service from the Service Provider, the payment of the applicable fee for the chosen Education Package - a one-off fee or a monthly subscription fee. Upon confirmation of the Subscription by the Service Provider, the Contract between the Service Provider and the Subscriber, as defined above, is concluded and enters into force for an indefinite period.
- 2.10. Visitor: means a natural or legal person who is not a Subscriber and who visits the Website for preliminary information or for registration and subscription. After registration and payment of the fee, the Visitor becomes a Subscriber in accordance with Section 2.8 of present GTC.

### **3. Scope of present General Terms and Conditions, jurisdiction, applicable law**

- 3.1. The provisions of these GTC are binding on the Service Provider and the Subscriber (whether or not a Consumer), and in the absence of a subscription, on the Visitor.
- 3.2. The courts and authorities of Hungary shall have exclusive jurisdiction over disputes arising out of or in connection with these GTC, or any contract concluded between the Service Provider and the Subscriber or Visitor under these GTC, their performance, breach, termination, validity, interpretation or any other matter.
- 3.3. The interpretation and application of these GTC shall be governed by and construed in accordance with the laws of Hungary, including, but not limited to, the relevant provisions of Hungarian law, in particular, but not exclusively, the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as: "**the Civil Code**"), Act CVIII of 2001 on Electronic Commerce and on Information Society Services (hereinafter referred to as: „**Ektv.**”).
- 3.4. The contractual relationship between the Service Provider and the Subscriber shall also be governed by the following legislation:
  - Act LXXVI of 1997 on Copyright (hereinafter referred to as "**the Copyright Act**"),
  - Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC,

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- 3.5. In the case of a Consumer Subscriber, in addition to the above-mentioned legislation, the following legislation shall also apply: Act XLVII of 2008 on the Prohibition of Unfair Business-to-Consumer Commercial Practices, Act CLV of 1997 on consumer protection, Government Decree 45/2014. (II.26.) on Detailed Rules governing contract concluded between consumers and businesses [hereinafter and prior to subject Article in Article 2.6 referred to as: „**Government Decree 45/2014 (II.26.)**”].
- 4. General rules governing the contract and the conclusion of the contract**
- 4.1. The language of the contract for the TOTM Advanced, Entry Video Training and Expert Video Training Educational Packages is Hungarian, while for the TOTM Pro Educational Package it is English.
- 4.2. The concluded Contract is not considered as a written agreement, the Service Provider does not file the concluded Contracts, it is not accessible after the conclusion of the Contract, however, the Subscriber is able save and print all the necessary order information directly from his or her or its browser, and the automatic confirmation e-mail contains all the relevant information related to the order, including the Service Provider's general terms and conditions in force at the time of sending the order. The Subscriber can also view his or her or its own subscriptions on the Website under "Profile settings".
- 4.3. Personal limitation: the Services are available only to registered Subscribers who are natural persons over the age of 18, or legal entities under their personal law.
- 4.4. Territorial Restriction: From the United States of America, only the free content distributed on the Website can be seen by visiting the Website as a Visitor without a subscription, the Service Provider does not provide any Services in the United States of America, and therefore the Services cannot be accessed from the United States of America. Beyond this, the provision and use of the Service is not subject to territorial restrictions. The Service Provider shall not be liable for any damages caused by the Visitor's registration of false address/address information. If the Service Provider becomes aware that any Visitor has registered on the Website in breach of the provisions of this paragraph, it shall be entitled to terminate the Agreement with immediate effect and to withdraw all ordered Services from such person.
- 4.5. The Services can only be used by a Subscriber, and thus a valid Contract is only concluded with a Subscriber (as a precondition for the conclusion of the Contract) who, prior to registration and placing his or her or its order
- 4.5.1. gives his or her or its express consent to the Service Provider to commence performance of the Contract, i.e. to make the selected Educational Package available to the Subscriber [which is considered digital content on non-tangible media pursuant to clause m) of Subsection (1) of Section 29 of the Government Decree 45/2014 (II.26.)] immediately upon confirmation of the order, and who or which at the same time expressly acknowledges that he/she/it loses his/her/its right to terminate the Contract without notice after commencement of performance; and
- 4.5.2. declare that he/she is 18 years of age or older and that he/she has read and accepts the Service Provider's General Terms and Conditions and Privacy Policy.
- 4.6. The Subscriber may use the ordered Service and its content (the Educational Materials included in the ordered Educational Package) only for his/her/its personal use, and may not disclose

his/her/its data (user name and password) required for using the Service or make it available to third parties.

- 4.7. The Subscriber shall comply with the terms of use and standards of conduct prescribed by the Service Provider when using any Discord server room, the non-observance of which does not exempt the Subscriber from liability. The Service Provider shall publish the terms of use, expected standards of behavior and possible consequences of their violation in each Discord server room in a clearly visible manner under the sign "rules". Furthermore, the Subscriber shall refrain from any activity that hinders the proper use of the Discord server room or harms the business or other interests of the Service Provider.
- 4.8. The Contract shall be concluded and come into force between the Service Provider and the Subscriber when the Subscriber's order is confirmed by the Service Provider.

## **5. Technical conditions for using the Service**

- 5.1. The Subscriber can access the ordered Service after logging in on the Website. In order to access the Service available on the Website, the Subscriber or Visitor must have at least the following basic system requirements: processor of 1 GHz or faster, 1 gigabyte of RAM, Direct-X 9 compatible video card, screen with 800x600 resolution, sound card, speaker, broadband Internet connection.
- 5.2. The Website supports the following computer operating systems: Windows 8.1, Windows 10 or Windows 11, Linux, IOS 12, or newer versions of computer operating systems than those listed.
- 5.3. The Website supports the following types of browsers, always with the latest versions:
  - Firefox,
  - Google Chrome,
  - Microsoft Edge,
  - Opera,
  - Safari.
- 5.4. To view the Educational Material available in audio or video format no special software needs to be installed.

## **6. Technical steps for the registration and ordering**

- 6.1. Orders can be placed exclusively electronically via the Website. Orders placed by telephone, fax, e-mail, WhatsApp, regular mail or any other means shall not be accepted by the Service Provider in any way.
- 6.2. The information provided on the Website, which is available without subscription or registration, is for information purposes only and shall not be considered as an offer to conclude a contract on the part of the Service Provider.
- 6.3. In order to order the chosen Service, the Visitor must register on the Website by creating a subscriber account on the Website. Prior to this, if the Visitor also wishes to use the Discord server rooms, the Visitor must also register at <https://discord.com/>. The registration and the related data provision is based on the Visitor's voluntary consent. The registration and the ordering of the selected Education Package may take place jointly. For orders covered by these GTC, the Visitor who registers as a Subscriber is considered as Bidder.

- 6.4. By clicking on the "Subscriptions" menu on the main page of the Website, the Website displays the optional Educational Packages and a brief description of their contents. For each of the displayed Educational Packages, there is a "Details" and a "Subscription" menu: by clicking on the "Details" area of the selected Educational Package, the Website displays the detailed content and description of the selected Educational Package, while by clicking on the "Subscription" area, the Visitor may select the chosen Educational Package and may register as a Subscriber. By clicking on the "Subscription" button, the Website redirects the Visitor to the registration page, where the Visitor shall fill in the following data: first name, last name, username on Discord server, e-mail address, password, password confirmation, address/address (address 1. line 1, if necessary for reasons of volume, address line 2, city, country, postal code) and, if registered as a company, the company name and Community tax number, as well as a declaration, as provided by the Service Provider, that the Visitor requests a company invoice. The chosen type of registration (individual or company registration) cannot be modified subsequently and cannot be combined. The registration interface also allows the Visitor to enter, if available, a coupon code provided by the Service Provider, which will provide a discount on the one-off fee or subscription fee. Any data entry errors may be corrected by the Visitor before finalizing the registration by overwriting the text affected by the data entry error, and the Website will automatically save the data entered by overwriting it. In addition, it is possible to correct data entry errors at any time after registration by overwriting the text affected by the data entry error in the "My profile" menu after logging into the subscriber account. No subsequent modification of the e-mail address provided at registration is possible after the order has been sent. The Service Provider shall not be liable for any damages resulting from incorrect and/or inaccurate data provided during registration and ordering, or for any other resulting failure of performance.
- 6.5. On the registration interface, the Website summarizes the essential features of the selected Education Package and provides information:
- the total (gross) amount of the one-off fee at Single Fee Educational Package, or the applicable subscription fee at Subscription Fee Educational Package, including tax payable,
  - In the case of a Subscription Fee Education Package, that the subscription fee is in accordance with 2.5 of these General Terms and Conditions. includes all costs relating to the default subscription period (30 calendar days) defined in point charged automatically, and that the Subscriber, by sending the order, agrees that the amount of the subscription fee for the next subscription period will be automatically debited from the Subscriber's bank account by the Service Provider, through a third party service provider appointed by the Service Provider, on the last day of the subscription period, until the Subscriber has made a different decision or the Contract is terminated;
  - The payment of the fee is only possible by credit card via the "Stripe" payment application provided by Stripe Payments Europe Limited, which is a third-party payment service provider appointed by the Service Provider;
  - In the case of choosing a Subscription Fee Educational Package, that from the date of confirmation of the order by the Service Provider, a contract for indefinite period shall be concluded by and between the Service Provider and the Subscriber,
  - on the conditions for withdrawing or terminating the Contract.

- 6.6. Before registering and at the same time finalizing the order of the selected Educational Package, the Visitor is obliged to expressly declare by ticking the relevant boxes that;
- to have read, understood and accepted the Service Provider's general terms and conditions,
  - to have read and understood the Service Provider's Privacy Policy and agrees to the data processing contained therein,
  - is over 18 years of age, and to
  - expressly agree that the Service Provider shall commence performance of the Contract, i.e. the provision of the content contained in the ordered Educational Package, immediately upon confirmation of the order, and at the same time expressly acknowledges that it shall lose its right to terminate the Contract without notice after the commencement of performance.
- 6.7. The registration and the order can be validly made only in case of the Visitor- registered as a Subscriber- has made all the declarations listed in the previous section. In case of the Visitor would not fill in any of the text boxes for any of the above declarations, the Website shall send an error message and the "Subscribe" button will not be activated.
- 6.8. By clicking on the text "Terms and Conditions" or "Data protection information" in the checkboxes provided for this purpose, these documents can be directly accessed, viewed and saved directly to the Visitor's own device.
- 6.9. After that the Visitor can click on the "Subscribe" button to send his/her/its registration request and order to the Service Provider. Clicking on the "Subscription" button entails a payment obligation in favour of the Service Provider, of which the Website will also warn the Visitor by means of a notice next to the "Subscription" button.

## **7. Terms of payment**

- 7.1. The one-off fees or subscription fees indicated on the Website for each Education Package are in EUR (euro). During the registration and ordering process, after the Visitor - registered as a subscriber- has provided his/her/its valid address or registered office address, the Website will automatically charge and add to the subscription fee the amount of the applicable VAT based on the applicable tax law of the State of residence or registered office, which will be communicated to the Visitor in a clearly visible summary directly before sending his/her/its order with payment.
- 7.2. The subscription fee can only be paid via the online payment system "Stripe", which is a third-party payment system, provided by Stripe Payments Europe Limited, a company appointed by the Service Provider. Bank transfer, cash payment or other payment methods are not possible. After clicking on the "Subscribe" button, the Stripe payment system will be loaded on the Website's interface, which is a secure card acceptance system using SSL protocol, operating in accordance with the rules and security standards of international card companies. The Website does not store the credit card details provided by the Visitor, and does not have any form of access to or knowledge of the credit card details or the details of the bank account, number, expiry date of the card. In the case of online payment by credit card, the Visitor agrees that the Service Provider may transfer the amount of the order fee to Stripe Ltd. for the purpose of fulfilling and monitoring the contract, and also agrees that the name of the Visitor on the credit card and the e-mail address, country or region specified at registration may be transferred to



Stripe Ltd. for the purpose of monitoring the fulfillment of the contract and reducing the number of card misuses. To pay by credit card, the following information is required: e-mail address provided at the registration, card number (13-19 digit number embossed or printed on the front of the credit card), expiry date (number in hh/yy format embossed or printed on the front of the credit card), validation code (last three digits of the number sequence {CVV2 or CVC2} on the signature panel on the back of the credit card. If the Visitor's credit card does not have such a code, the relevant field on the payment page must be left blank). The following credit cards can be used to pay the fee: MasterCard, Visa, Visa Electron, Maestro. For these cards, it is up to the issuing bank to determine whether it allows the card to be used online. For precise information, the Visitor should contact the bank issuing the card.

- 7.3. The Service Provider shall not charge or impose any separate fees, costs or other payment obligations with regard to the choice of online payment by credit card.
- 7.4. With the Subscription Education Package, by submitting the order, the Visitor consents to the Service Provider automatically debiting their bank account with the amount of the subscription fee for the next subscription period on the last day of the subscription period via the Stripe payment system, unless the subscriber disposes otherwise or the contract is terminated.
- 7.5. The Visitor will only become a Subscriber upon successful registration and payment of the subscription fee for the selected Education Package as described above. In case of an unsuccessful payment transaction shall be confirmed, the Visitor will not be entitled to use the Service.
- 7.6. The Service Provider may independently decide on special discounts, promotions for a limited period of time, which may reduce the price of the Single Fee Educational Packages, the subscription price of the Subscription Educational Packages or provide other benefits, either for newly registered Visitors or for already registered Subscribers. The Service Provider will provide the effective date and the date of withdrawal of these promotions, as well as the details of the promotion and its conditions, by posting them on the dedicated area of the Website. The Service Provider may also grant discounts on an individual basis, in accordance with the principle of equal treatment of all those in the same situation. The Service Provider shall determine the eligible persons and other conditions of participation in each promotion at its discretion.

## **8. Confirmation of the Order, Conclusion of the Contract**

- 8.1. After successful registration and ordering, immediately, but no later than 48 hours after the order has been sent, the Service Provider will send a confirmation e-mail with the subject "Welcome e-mail" to the Subscriber's e-mail account specified at the registration, confirming the acceptance of the order and the successful transaction, containing the following details of the order: the name and description of the ordered Education Package, the total amount of the subscription fee -including tax. In the confirmation e-mail, the Service Provider shall also confirm the Subscriber's declaration in which he expressly agrees that the Service Provider shall commence performance of the Contract, i.e. the making available of the content included in the ordered Education Package, immediately upon confirmation of the order, and in which he expressly acknowledges, jointly with his agreement, that he loses his right to terminate the Contract without notice once the performance has commenced. The confirmation e-mail shall also be accompanied by the Service Provider's General Terms and Conditions in force at the time of sending the order in pdf format, which shall become part of the contract concluded between the Subscriber and the Service Provider. If the confirmation e-mail is not received by the Subscriber within 48 hours of the order being sent, the Subscriber shall be released from his obligation to make an offer (the Contract shall therefore not be concluded).

- 8.2. The Contract between the Subscriber and the Service Provider shall be concluded and enter into force when the Service Provider sends the order confirmation e-mail referred to above to the Subscriber's registered e-mail address.
- 8.3. After successful registration and order, the Service Provider will send an e-mail to the Subscriber with the subject "Invoice received" immediately, but at the latest within 48 hours of sending the order, to the e-mail address provided during registration, to which the invoice issued for the order will be attached in "pdf" file format.

**9. Termination, cancellation of the Contract, deletion of user account**

- 9.1. A Subscriber who is considered a Consumer shall have the right to withdraw his/her order prior to the confirmation of his/her order by the Service Provider pursuant to Subsection (4) of Section of the Government Decree 45/2014 (II.26.), which shall terminate his/her obligation to make an offer for the conclusion of the Contract. In this case, the Service Provider shall refund to the Subscriber the full amount of the fee already paid by the Subscriber without delay, but no later than 14 days after the order is cancelled. The right to withdraw the order contained in this point does not belong to the Subscriber who is not a Consumer. In case of a Consumer Subscriber wishes to exercise the right to cancel the order, he/she must send a clear declaration of his/her intention to do so to the Service Provider by e-mail to the e-mail address support@tradeonthemarket.com. The Subscriber who is a Consumer may also use the model withdrawal form available on the Website or submit any other form clearly stating his/her intention to withdraw.
- 9.2. Taking in consideration that, according to the provisions of point 4.5.1. of these GTC, the Service Provider shall only enter into a contractual relationship with a Visitor (Subscriber) who has expressly agreed that the Service Provider shall commence the performance of the Contract, i.e. the provision of the content included in the ordered Educational Package, immediately upon confirmation of the order, and who, at the same time as giving his/her consent, expressly acknowledged that he/she would lose his/her right to terminate the contract without notice after the start of the performance, the Consumer Subscriber shall not be entitled to terminate the contract - in accordance with the provisions of the Subsection (1) of Section 20 of Government Decree 45/2014 (II.26.) - without notice within 14 days of the date of conclusion of the contract after the confirmation of his/her order by the Service Provider.
- 9.3. In the case of Subscription Fee Educational Packages, the Subscriber may terminate the Contract until the penultimate day of the current subscription period (i.e. the 29th (twenty-ninth) day of the 30-day subscription period) with effective date of the day following the last day of the subscription period by clicking on the "Cancel Subscription" button in the Profile menu on the Website, which shall be deemed to have been communicated to the Service Provider. In this case, the subscription fee paid for the respective subscription period already started will not be refunded. If the Subscriber fails to cancel the subscription at least 2 (two) calendar days before the start of the next subscription period, the Service Provider is authorized to deduct the subscription fee for the next subscription period, by applying the provisions of clause 7.4 of these GTC accordingly, on the last day of the subscription period. In the event of cancellation, the Educational Materials included in the Subscription Educational Package ordered shall remain available to the Subscriber until the end of the subscription period. In the case of a Single Fee Educational Package, the Subscriber shall have the right to terminate the Contract with immediate effect without justification, without limitation, from the date of the conclusion of the Contract, in which case the Subscriber shall not be entitled to a refund of the one-off fee already paid, and his/her/its access to the ordered Education Package shall be terminated as from the date of his/her/its notice of termination to the Service Provider.

- 9.4. In the case of a Subscription Fee Educational Package, if the deduction of the subscription fee for the next subscription period in accordance with clause 7.4 of these GTC shall be unsuccessful, the Subscriber's subscription will be automatically terminated as of the calendar day following the last day of the subscription period and access to the content of the Educational Package will be withdrawn, however the Subscriber's registration will remain valid. The Service Provider will notify the Subscriber of this fact by e-mail.
- 9.5. The Contract shall also terminate in the following cases:
- In the event of the Provider's dissolution without legal succession,
  - In the event of the dissolution without legal succession of a Subscriber who is a legal entity,
  - death of a Subscriber who is a natural person,
  - by mutual agreement between the Subscriber and the Service Provider, or
  - in the event of termination of the Contract pursuant to clause 9.6 of these GTC.
- 9.6. Either Party shall have the right to terminate the Contract unilaterally with immediate effect if the other Party is in serious breach of the provisions of these GTC. Serious breach of contract shall be deemed to be, in particular, a breach by the Subscriber of the copyright provisions of these GTC or a breach of clause 4.4 of these GTC, and refusal of the Service without a legitimate reason on the part of the Service Provider.
- 9.7. Legal statements regarding the termination of the Contract shall be valid only in writing. For the purposes of this clause, a written declaration shall also be deemed to be a declaration sent by e-mail.
- 9.8. After the termination of the Contract for any reason, the Subscriber may assert his/her/its request for a new Service only with the conditions applicable to the new contract.

## **10. Modification of the GCT**

- 10.1. The Service Provider reserves the right to unilaterally modify the provisions of these GTC at any time.
- 10.2. The amended provisions shall enter into force on the day following publication on the Website and shall apply to orders placed after the date of entry into force. For Subscription Fee Educational Packages ordered prior to the date of entry into force of the amendment, the amendment to the GTC shall apply from the first day of the subscription period following the end of the subscription period already started.

## **11. Disclaimer of liability**

- 11.1. The Service Provider draws both the Visitors' and Subscribers' attention to the fact that its Educational Materials are aimed at the methodology of technical analysis, i.e. the interpretation and explanation of past price changes and charts, and not at the analysis of market news and stock exchange companies' results, as well as the inference of future price changes. It is not possible to draw conclusions about the future with absolute certainty from past data, so there is no guarantee that certain trading methods based on past data will work effectively in the future, however, in no case are conclusions about the future drawn from past data in the Provider's Educational Materials.

- 11.2. The Service Provider's Educational Materials are intended solely to deepen the Subscribers' knowledge of the capital markets and crypto market, therefore the techniques and analysis methods proposed for the Subscribers are presented exclusively through demo accounts, and the Service Provider also recommends the use of demo accounts for the Subscribers. Any content, information, analysis contained in the Educational Materials reflects the private opinion of the Service Provider only. In addition, the Service Provider does not in any way recommend that Subscribers make any decision to make their own money or assets dependent on and at risk, in whole or in part, on the effects of the capital market, crypto market, based on the knowledge gained and learned from viewing the Educational Materials.
- 11.3. Subject to the foregoing, none of the elements of the Services provided by the Service Provider under these GTC shall constitute investment analysis or investment advice within the meaning of Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities.
- 11.4. If any Visitor or Subscriber, despite the Service Provider's warning in Clauses 11.1 and 11.2 of these GTC, makes his/her/its money or property dependent on or at risk of the effects of the capital market or crypto market, or makes any other investment decision, based in whole or in part on information or data, analysis that may appear in the Service Provider's Educational Materials, the Service Provider shall not be liable for any loss resulting therefrom.
- 11.5. The Service Provider shall not be liable for any damage caused to the Visitor or the Subscriber as a result of not being properly acquainted with the version of the GTC in force at the time of registration.
- 11.6. The Service Provider shall not be liable for any damage caused by the Visitor (Subscriber) due to incorrect and/or inaccurate data provided during registration and ordering (in particular, the incorrectly provided e-mail address), or for any other resulting failure of performance. Furthermore, the Service Provider cannot be held liable for any damage resulting from the Visitor or Subscriber forgetting his/her/its password or from it becoming accessible to unauthorized persons for any reason beyond the control of the Service Provider. The security of the Subscriber's access data (including in particular the password) is ensured by the Service Provider as described in the Privacy Policy. The Visitor (Subscriber) shall keep this data confidential. If the Visitor (Subscriber) becomes aware that his/her password has been accessed by an unauthorized third party, he/she shall immediately change his/her password and, if it is suspected that the third party has misused the password in any way, he/she shall immediately notify the Service Provider. The Service Provider shall be liable for damages resulting from unauthorized access to user accounts only if such unauthorized access is due to a fault in the Service Provider's data protection system.

## **12. Copyright, right of use**

- 12.1. All Educational Material provided by the Service Provider within the framework of the provision of the Service shall be deemed to be the exclusive intellectual property of the Service Provider, which is protected by the Copyright Act and international copyright protection agreements and international treaties.
- 12.2. In the case of Contracts concluded on the basis of these GTC, the Service Provider shall grant the Subscribers the right to use the Educational Packages and the Educational Materials forming part of the Educational Packages for the duration of the Contract, or in the case of Subscription Fee Educational Packages for the duration of the subscription period arranged by the payment of the subscription fee, under the conditions set out in these GTC. Visitors without a subscription are entitled to view, learn from and be informed by articles and blog posts that

made available by the Service Provider free of charge, which are not included in separate Educational Packages.

- 12.3. The Subscriber is entitled to view and learn from all the Educational Material included in the ordered Educational Package, but is not entitled to use, re-use, publish in print or electronically, or transfer or copy the Educational Package and/or the Educational Material included therein, neither in whole nor in part, to any third party, whether for remuneration or not. These restrictions also apply to non-subscribing Visitors in relation to the articles and blog posts of the Service Provider that are not separately included in any Educational Packages, to which the Service Provider provides free access to Visitors without a subscription.
- 12.4. The Service Provider reserves to itself all other rights of use, exploitation, ownership and publication of the Educational Materials, in addition to the rights of use granted to the Subscribers and Visitors as set out above.
- 12.5. If the Subscriber unauthorizedly transfers the use of the ordered Educational Package(s) to a third party, uses it in any way other than in accordance with these GTC, and fails to take all reasonable measures to prevent unauthorized use in violation of the provisions of these GTC, the Subscriber shall be liable for damages.
- 12.6. The ordered Educational Package(s) and the Educational Material(s) that are part of it are prohibited:
  - Make available to third parties,
  - lend, rent or lease to third parties,
  - in the case of a Subscriber who is a legal entity, to use, rent, lease or lease, whether or not they have individual rights of use, the Materials, whether or not they are individually licensed, without prior written notification to the Service Provider and the written consent of the Service Provider, in the event of a merger of such Subscriber with another legal entity or in the event of a merger of their computer intranet networks,
  - download or record or copy their contents,
  - alter, modify, adapt or make preparations for the same,
  - reverse-engineer, decompile, reverse-engineer or source code the Educational Material where this is reasonable,
  - publish it in any manner or form.

### **13. Complaint handling and legal enforcement options for Consumer Subscribers**

13.1. The Service Provider's complaints handling procedure

13.1.1. A Consumer Subscriber may notify the Service Provider in writing, primarily by e-mail, of any complaint of a nature relating to the conduct, activity or omission of the Service Provider directly related to the provision of the Service. The Service Provider is located at 155 Office Plaza Drive, Suite A, Tallahassee, Tallahassee, Florida, FL- 32301, United States of America.

13.1.2. Written complaints may be submitted to the following contact details of the Service Provider:

- by e-mail addressed to support@tradeonthemarket.com, or
- by post to the Service Provider's registered office address.

13.1.3. The Service Provider shall respond to written complaints in writing within 30 days of receipt in a verifiable manner and shall arrange for its communication. The Service Provider shall state the reasons for rejecting the complaint. The Service Provider shall keep a record of the complaint and a copy of the reply for 3 years and shall present it to the supervisory authorities at their request.

13.1.4. In case of rejection of a complaint, the Service Provider shall at the same time inform the Consumer Subscriber in writing of the authority or conciliation body to which he/she may refer the complaint, depending on its nature. The information shall also include the seat, telephone and internet contact details and postal address of the competent authority or conciliation body of the place of residence or domicile of the Consumer, as well as the fact that the Service Provider has not made a declaration of submission to the Hungarian Chamber of Commerce and Industry in which it undertook to submit to the conciliation procedure and, in the absence of a settlement, to the decision of such procedure.

13.1.5. The Service Provider may refrain from investigating a repeated complaint with the same content as the previous complaint, which has been answered in substance, made by the same Subscriber, who is the same Consumer, and which does not contain new information, as well as a consumer complaint made by an unidentified person.

## 13.2. Complaints to the consumer protection authority

13.2.1. In the event of a consumer dispute (i.e. a dispute relating to the conclusion and performance of a sales or service contract between the consumer and the business, or, in the absence of a sales or service contract concluded separately between the consumer and the business, a dispute relating to the quality, safety, application of product liability rules or quality of service), the Consumer may lodge a complaint with the Consumer Protection Authority, which shall decide whether to initiate consumer protection proceedings on the basis of its assessment of the complaint.

13.2.2. The metropolitan and county government offices act as general consumer protection authorities. Their contact details can be found at <https://www.kormanyhivatal.hu/hu>.

## 13.3. Conciliation Body procedure

13.3.1. In addition to the above, in the event of a consumer dispute, the Consumer has the option to apply to the conciliation body competent in the place of residence or domicile of the Consumer. In the absence of the Customer's domicile or residence in the country, the competence of the conciliation body shall be established by the registered office of the Service Provider, but the Customer may request that the conciliation body designated in the application be replaced by the body competent as described above. Where several consumers submit a joint application, the body competent for any one of them shall be competent for all the applicants.

13.3.2. The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to settle the consumer dispute and, if this is unsuccessful, to decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the consumer or the business, advise on the rights and obligations of the consumer. The conciliation body is a professionally independent body run by the county (capital city) chambers of commerce and industry (hereinafter referred to as the "chambers").

13.3.3. The Budapest Conciliation Body shall have jurisdiction to settle disputes relating to contracts concluded online.

13.3.4. Contact details of conciliation bodies

**Budapest Conciliation Body**

Address: 1016 Budapest, Krisztina krt. 99.

Phone: +36 (1) 488-2131

Fax.: +36 (1) 488-2186

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Website: <https://bekeltet.bkik.hu>

**Baranya County Conciliation Body**

Address: 7625 Pécs, Majorossy I. u. 36.

Phone: +36 72 507-1524

Fax: +36 72 507-152

E-mail: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu)

Website: <http://www.baranyabekeltetes.hu/kapcsolat/>

**Bács-Kiskun County Conciliation Body**

Address: 6000 Kecskemét, Árpád krt. 4.

Post address: 6001 Kecskemét Pf. 228.

Phone: +36 76 501 525

E-mail: [bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu)

Website: <http://www.bacsbekeltetes.hu/>

**Békés County Conciliation Body**

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone: +36 (66) 324-976, 446-354, 451-775

Fax: +36 (66) 324-976

E-mail: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu);

Website: <http://www.bmkik.hu/>

**Borsod-Abaúj-Zemplén County Conciliation Body**

Address: 3525 Miskolc, Szentpáli u. 1.

Phones: +36 (46) 501-091 or 501-870

Fax: +36 (46) 501-099

E-mail: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

Website: <http://www.bekeltetes.borsodmegye.hu/>

**Csongrád-Csanád County Conciliation Body**

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone: +36 (62) 554-250/118

Fax: +36 (62) 426-149

E-mail: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

Website: <http://www.bekeltetes-csongrad.hu/>

**Fejér County Conciliation Body**

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.

Phones: +36 (22) 510-310 or 510-323

Fax: +36 (22) 510-312

E-mail: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

Website: <http://www.bekeltetesfejer.hu/kapcsolat/>

### **Győr-Moson-Sopron County Conciliation Body**

Address: 9021 Győr, Szent István út 10/a.

Phone: +36 (96) 520-217

Fax: +36 (96) 520-218

E-mail: [bekeltetot@gymskik.hu](mailto:bekeltetot@gymskik.hu)

Website: <http://www.bekeltetesgyor.hu/>

### **Hajdú-Bihar County Conciliation Body**

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone: +36 (52) 500-710 or 500-745

Fax: +36 (52) 500-720

E-mail: [bekelteto@hbkik.hu](mailto:bekelteto@hbkik.hu)

Website: <https://www.hmbekeltetes.hu/>

### **Heves County Conciliation Body**

Address: 3300 Eger, Faiskola út 15.

Phone +36 (36) 416-660/105

E-mail: [hkik@hkik.hu](mailto:hkik@hkik.hu)

Website: <http://www.hkik.hu/hu/content/bekelteto-testulet>

### **Jász-Nagykun-Szolnok County Conciliation Body**

Address: 5000 Szolnok, Verseghy park 8. III. floor door No. 305.-306.

Phone: +36 (56) 510-621

Mobile phone No.: +36 20/373 2570

E-mail: [bekeltetotestulet@iparkamaraszolnok.hu](mailto:bekeltetotestulet@iparkamaraszolnok.hu)

Website: <http://jaszbekeltetes.hu/>

### **Komárom-Esztergom County Conciliation Body**

Address: 2800 Tatabánya, Fő tér 36.

Phone: +36 (34) 513-010/36

E-mail: [bekeltetes@kemkik.hu](mailto:bekeltetes@kemkik.hu)

Website: [www.kemkik.hu](http://www.kemkik.hu)

### **Nógrád County Conciliation Body**

Address: 3100 Salgótarján, Alkotmány út 9/a

Phone: +36 (32) 520-860

Fax: +36 (32) 520-862

E-mail: [nkik@nkik.hu](mailto:nkik@nkik.hu)

Website: <http://www.bekeltetes-nograd.hu/>

### **Pest County Conciliation Body**



Address: 1119 Budapest, Etele út 59-61. II. floor. door No. 240.

Mailing address: 1364 Budapest, Pf.: 81

Phone and fax: +36 (1)- 269-0703 or 784-3076 or 784-3149

E-mail: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

Website: <http://www.panaszrendezes.hu/homepage/index.php>

### **Somogy County Conciliation Body**

Address: 7400 Kaposvár, Anna u. 6.

Phone: 06-82-501-000

E-mail: [skik@skik.hu](mailto:skik@skik.hu)

Website: <http://skik.hu/hu/bekelteto-testulet>

### **Szabolcs-Szatmár-Bereg County Conciliation Body**

Address: 4400 Nyíregyháza, Széchenyi u. 2.

Phone: 06-42-420-180

Fax: 06-42-420-180

E-mail: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

Website: <http://bekeltetes-szabolcs.hu/>

### **Tolna County Conciliation Body**

Address: 7100 Szekszárd, Arany J. u. 23-25.

Phone: 06-74-411-661

Fax: 06-74-411-456

E-mail: [kamara@tmkik.hu](mailto:kamara@tmkik.hu)

Website: <http://www.tmkik.hu/hu/tmkik/bekelteto-testulet-5984>

### **Vas County Conciliation Body**

Address: 9700 Szombathely, Honvéd tér 2.

Phone: 06-94-312-356

Fax: 06-94-316-936

E-mail: [pergel.bea@vmkik.hu](mailto:pergel.bea@vmkik.hu)

Website: <http://vasibekelteto.hu/>

### **Veszprém County Conciliation Body**

Address: 8200 Veszprém, Radnóti tér 1. Pf.: 220

Phone: 06-88-429-008, 06-88-814-111

Fax: 06-88-412-150

E-mail: [bekelteto@veszpremikamara.hu](mailto:bekelteto@veszpremikamara.hu)

Website: <https://bekeltetesveszprem.hu/index.php/elerhetoseg/>

### **Zala County Conciliation Body**

Address: 8900 Zalaegerszeg, Petőfi u. 24.

Phone: 06-92-550-513

Fax: 06-92-550-525

E-mail: [zmbekelteto@zmkik.hu](mailto:zmbekelteto@zmkik.hu)

Website: <https://www.bekelteteszala.hu/>

#### 13.4. Online dispute resolution

- 13.4.1. On the basis of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Consumer Online Dispute Resolution Directive) (hereinafter the Regulation), the European Commission has established an online dispute resolution platform, which is available from 15 February 2016 for both consumers and traders in the event of a consumer dispute between parties to an online sales or service contract.
- 13.4.2. The Regulation directly applies to a trader established in the Union and established in Hungary involved in an online sales or service contract, if a Consumer Dispute arises in connection with an online sales or service contract between him and the consumer. In the event of a cross-border Consumer Dispute, the dispute with the EU Service Provider shall be settled in Hungary exclusively by the conciliation body attached to the Budapest Chamber of Commerce and Industry, free of charge and without delay.
- 13.4.3. In order to be able to use the online dispute resolution platform, the Subscriber must first register with the European Commission's system.
- 13.4.4. The Subscriber can access the online dispute resolution platform after registering in the European Commission's system by clicking on the following link: <http://ec.europa.eu/odr>
- 13.4.5. Once the page has loaded, select the language you want, log in and follow the instructions on the page.
- 13.4.6. If you have any further questions about cross-border online dispute resolution, the Budapest Conciliation Board can provide you with detailed information.

#### 13.5. Possibility to apply to the courts

The Subscriber may go to court to enforce his/her claims arising from a consumer dispute.

### **14. Final provisions**

- 14.1. The Service Provider is not subject to the provisions of the Code of Conduct, and is not a member of a professional representative body (chamber).
- 14.2. These Terms and Conditions have been drawn up in bilingual version, with the understanding that in the event of any discrepancy between the language versions, the provisions of the English version shall prevail, and the Service Provider excludes all liability and liability in connection with any discrepancy between the language versions.

Effective: from 23. May 2023

Tamas Nagy Chief Executive Officer

Trade on the Market LLC