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SEVERABILITY

Should any provision of these Terms and Conditions be or subsequently become invalid, illegal or unenforceable, these Terms and Conditions shall be deemed amended to delete therefrom the provision adjudicated invalid, illegal or unenforceable and the validity of the remaining provisions of these Terms and Conditions shall not be affected thereby. However, to the extent possible, any provision adjudicated invalid, illegal or unenforceable

shall be replaced with a provision which most closely provides the intended result of the deleted provision.

CHANGES

LTT Smartchart Consulting Inc. reserves the right to add to, modify or remove any of the provisions of these Terms and Conditions at any time.

In consideration of you receiving an access to Smart Charts from LTT Smartchart Consulting Inc. (“LTT”), you agree to the following contractually binding terms and conditions:

1) Definitions

a. In these terms and conditions, unless the context otherwise requires:

“Events” means seminars, training courses provided by LTT whether on an individual or group basis and whether provided free of charge as described on the registration or booking form;

“Force Majeure” means an event beyond the reasonable control of the affected party and includes:

- (a) war, whether declared or not, revolution or act of public enemies;
- (b) riot or civil commotion;
- (c) acts of God;
- (d) fire, flood, storm, typhoon, tempest, earthquake and wash away; or
- (e) act or restraint of any government or governmental authority;

“LTT”, “We” or “Us” means **LTT SMARTCHART CONSULTING INC.** with SEC Registration No. CS201620622;

“Materials” means any materials used, created or distributed by LTT in connection with the Events;

“Recordings” include still images, video and audio recordings;

“Participant” or “You” means the person whose details are set out on the registration or booking form for an Event;

“Consulting Fees” means the fees for the Event(s) as set out on the registration or booking form;

“SC” – means Smartcharts Your Powerful and User-Friendly eLearning and Trading Analytical Tool;

“Monthly data fee” means the monthly fees for the access and/or subscription to the SC;

“Contact Information” means your contact information you provided on your registration on LTT event;

b. Clause and paragraph headings shall not affect the interpretation of this agreement.

2) Confidentiality

a) You agree to keep all information about LTT’s business, information obtained, and Materials received during the Event (“Confidential Information”) strictly confidential. You agree not to disclose to third parties, reproduce, transmit, adapt, disseminate, distribute, load, post, transmit, store in a retrieval system, sell, modify or republish or otherwise use any of the Confidential Information without our prior written consent, other than those mandated by law.

b) This clause shall not apply in relation to the information that (other than by breach of any duty of confidence) has come into the public domain; is obtained from a third party or was already known to the receiving party before these Terms and Conditions were entered into; or is required to be disclosed by order of a court of competent jurisdiction.

3) Intellectual Property

a) LTT shall have sole title and ownership of all Intellectual Property Rights in the Materials or Recordings or created in relation to the provision of any of its services.

4) Liability

a) LTT shall have no liability if it is prevented from or delayed in performing its obligations by acts, events or omissions beyond its control including, without limitation, Force Majeure or default of its contractors or suppliers. If LTT is prevented from performing its obligations under these Terms and Conditions for a period of 90 days or more, LTT shall, on written request, refund any Consulting Fees paid. 4.2. Under no circumstances, including negligence, will LTT be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business loss or damage such as loss of profits or

anticipated savings. Where liability cannot be excluded, LTT's liability shall be limited to an amount equal to the amount of Consulting Fees paid for the Event(s).

5) Warranties and Acknowledgments

a) We warrant that our services will be provided with reasonable care. We do not make any other promises or warranties about our services.

b) We shall not be liable for any warranties or representations unless they are clearly set out in these Terms and Conditions. All advertising material and all prior representations are hereby superseded by these Terms and Conditions except for any terms agreed in writing between you and us. This agreement contains the entire understanding between you and us and may not be modified unless in writing and signed by you and LTT.

c) You hereby agree and acknowledge that:

i) LTT is not a securities dealer or broker or investment adviser. Any decision to invest in any financial or investment product is made by you alone. You must use a licensed financial adviser or broker should you wish to make investments. LTT does not recommend any specific investments. Nor is LTT a financial adviser or broker;

ii) The Materials are only for the purposes of facilitating your participation in the Events;

iii) Any transaction or market information provided by LTT to you ("Investment Examples") is provided as general information for illustrative purposes only and does not constitute and cannot be relied upon as a recommendation to trade.

LTT makes no representation, warranty or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and you rely on such information at your sole risk. Price information pertaining to the Investment Examples is subject to market changes.

6) Release for Recordings

a) You hereby consent to LTT, its agents, authorized independent contractors or its nominees the making of Recordings during the Event(s), and acknowledge that you may be included in any such Recordings and that you will not be given any payment for their use.

b) you hereby acknowledge that the Recordings are the exclusive property of LTT and LTT is the exclusive copyright owner. You shall have no claim, right or interest to any of the Recordings and you hereby grant permission to LTT to use any of said reproductions in any

responsible manner, in whole or in part, individually or in conjunction with other materials, in any medium and for any purpose whatsoever, including, but not limited to, promotional materials and commercial purposes for the full duration of the copyright in the Recordings including any extensions or renewals of the copyright term and grant LTT the right if LTT so chooses to use your name in connection with any of the foregoing. You further hereby waive any right to inspect or approve the Recordings or their use (including, without limitation, any text which may accompany the Recordings).

c) Nothing herein will constitute any obligation on behalf of LTT to make any use of the Recordings.

d) You are **STRICTLY PROHIBITED** from making any recordings or screenshots during the Event(s) without our prior written permission. Violation of this provision may result to filing of civil and/or criminal prosecution against you.

7) Privacy

a) In order to provide you with our services, we need to collect personal information about you and obtain your agreement in relation to the handling of such personal information. If you do not provide the requested information or agree to the information handling practices detailed in these Terms & Conditions, we may be unable to provide the services outlined in these Terms & Conditions to you.

b) As part of our services, we may provide your contact details to certain third- party providers of complementary services from time to time, unless you notify us in writing that your consent to this is withdrawn.

c) You shall ensure that all information provided to us is accurate and up to date at all times. Any changes must be advised to us as soon as practicable.

d) We have systems and processes in place to address privacy requirements, and can provide you with a Privacy Statement should you require further information about our information handling practices or you can access our Privacy Policy on our website at <http://www.learntotrade.com.ph/privacy-policy/> .

e) You authorize us to collect, use, store or otherwise process any personal information which enables us to provide and/or improve our services, subject to our Privacy Policy and Republic Act No. 10173 of the Data Privacy Act of 2012, its implementing rules and regulations, and other relevant issuances and regulations.

8) Governing Law and Dispute Resolution

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. In the event of a dispute which remains unresolved after the lapse of 30 days from notice of dispute having been given by one party to the other party, any legal action which the complaining party may wish to pursue shall be subject to the exclusive jurisdiction of the competent courts in Taguig City, to the exclusion of all other courts or agency.

9) Eligibility Criteria for your Annual Subscription to Smart Charts

a. For validation purposes, you may be required to present proof of invitation issued by our team, along with a valid government-issued ID.

b. SmartCharts Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term unless terminated in accordance with this T&Cs.

c. Except for your termination rights under Section 9.D, if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then current Subscription Term, NO refunds or credits for Subscription Chargers or other fees or payments will be provided to You.

d. You may cancel you SmartCharts Subscription by giving LTT notice of cancellation 30 days prior to the renewal date in writing to info@learntotrade.com.ph .

e. Libel. You hereby acknowledge that forums, blogs, community groups or social media posts that are public and maliciously impute a crime, vice or defect against LTT, whether real or imaginary, or any act, omission or condition, status or circumstance tending to cause dishonor, discredit or contempt of LTT is defined as the criminal act of libel under Art. 353 of the Revised Penal Code of the Philippines. In the event that LTT shall be forced to take legal action against you or your representative because of libelous social media posts, you hereby agree that LTT shall be entitled to recover damages from you in the amount of Three Million Five Hundred Thousand Pesos (Php 3,500,000.00) and attorney's fees in the amount of Two Hundred Fifty Thousand Pesos (Php 250,000.00)

f. To allow entry on the event, You, shall bring and present a valid government ID on the actual event for verification purposes.

10) Price and Payment

a. Payment shall be due and payable upon the creation of an account on the website for the Events and the SmartCharts subscription. By creating an account and agreeing to these terms and Conditions, you expressly acknowledge and authorize that your designated debit or credit card will be charged accordingly by LTT to process the payment for your enrollment and subscription on the date agreed as detailed on your invoice and payment plan.

b. You shall only be allowed a maximum period of ninety (90) days from the signing of this Agreement within which to complete payment of the fees. Failure on your part to effect full payment of the required fees within the given period will result in the forfeiture in favor of LTT of the fees you already paid.

c. Failure to pay the fees within the agreed payment period shall constitute a material breach of these Terms and Conditions and shall result in the immediate suspension or termination of your subscription and access to the Site, without prejudice to LTT's right to collect any outstanding amounts due.

11) Miscellaneous

a) The validity, construction, and performance of these Terms and Conditions shall be governed by the laws of the Philippines, and the parties irrevocably agree that the courts of Taguig City shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter.

b) If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

c) These Terms and Conditions are made for the benefit of the parties to them and are not intended to benefit, or be enforceable by, anyone else.

Disclaimer:

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