



SMART MARKET ACADEMY TERMS & CONDITIONS

1. Reseller Disclosure

ByDzyne is a reseller of the Smart Market Academy program, which is managed and controlled by third-party vendors and suppliers.

2. Educational Services

The Smart Market Academy (“SMA”) is a learning platform developed with the intent to enable the users to make informed and independent investment decisions. ByDzyne or its vendors do not hold themselves out as a Commodity Trading Advisor (“CTA”). Given this representation, all information and material provided in the SMA is for educational purposes only and should not be considered specific investment advice. ByDzyne or its vendors are not providing this information as advice, nor are we providing this information based on or tailored to your specific circumstance or trading activity. The information that we provide or that is derived from our website should not be a substitute for advice from an investment professional.

Any brand ambassador or customer, as a user of the learning platform is a student of the curriculum circulated under the SMA. As soon a customer buys the SMA learning package, the relationship between ByDzyne and the user of SMA shall solely be that of a service provider of educational services and a paying student.

3. Subscription Terms

ByDzyne’s Smart Market Academy can be accessed by payment of an enrollment fee and is subject to a monthly subscription billing, which will start 30 days from the date of purchase of the Smart Market Academy. The Monthly Subscription is non-refundable, but may be cancelled at any time via the Autoship section in ByDzyne Back Office. Once cancelled, the subscriber will no longer have access to the SMA Dashboard and its benefits. Access to the SMA Dashboard may be reinstated with a reactivation fee plus any retroactive monthly fees due; reactivation fee shall be as determined by ByDzyne.

Brand Ambassadors or subscribers who have subscribed for the SMA will be given the option in the last month of their subscription term to renew for a monthly subscription term. If

their subscription is not renewed in the last month, subscriber has a 24-hour grace period after the end of their subscription term to renew the subscription to the monthly plan. If the monthly payment is not made within the 24-hour grace period, subscriber account will be deactivated.

4. Acknowledgement and Agreement

By using the SMA, or using this website the user agrees that the author and any other entities associated with the ByDzyne or its vendors shall not be held liable for any direct, indirect, consequential loss or any damages whatsoever arising from this usage, or the use of any information, signals, messages, education, and any other information contained or disseminated in regard to its use and understanding. Use this site and the services offered under SMA at your own risk. Neither guarantee of performance results nor any anticipated return on investment is offered at any time. Past performance is no guarantee of future results. None of the information provided under the SMA constitutes a solicitation to trade Forex or buy or sell any Forex contract or Crypto Currencies.

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Testimonials found on this website may or may not be representative of all reasonably comparable clients. Past performance is not indicative of future results or success. The individuals quoted in the testimonials used were not paid to be quoted unless specifically identified. The testimonials used on this website are non-representative of all clients; certain accounts may have worse performance than that indicated. Individual results vary and no representation is being made that clients will or are likely to achieve profits or incur losses comparable to those that may be shown.

11. Third Party

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12. Our Commitment to Children's Privacy

Users of this website must be at least (18) years of age and have the legal authority to accept the General Disclaimer and Terms and Conditions. ByDzyne or its affiliates do not knowingly collect or solicit information from anyone under the age of 18. If you are under the age of 18, you should use this website only with the involvement of a parent or guardian and should not submit any personal information to us. Additionally, we do not solicit, collect, or maintain information at our website from those we actually know are under the age of eighteen (18).

13. Market Opinions

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without limitation to any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

14. Claims Disclaimer

Any claims made under the SMA, or as a part of marketing materials provided for SMA may be based on independent studies/ research conducted either by ByDzyne, MTI or third party. ByDzyne does not endorse or affirm the findings of MTI or any third party and any clarification with respect to such findings shall be made with the third party directly. Usage of third-party findings by ByDzyne on the SMA or its website shall be for informational purposes only and does not constitute advice or affirmation.

15. Disclosure

The customer/user of the SMA or the ByDzyne website shall be solely responsible to provide true and correct particulars for the information required by ByDzyne as a part of enrolment, registration or renewal processes. ByDzyne or its vendors will deem information provided by the user to be true and correct in providing the services. All responsibility for the correctness of such information or actions taken based on such information shall rest solely with the customer/user providing such information.

16. Market data

With respect to any market data or other information that we or any third party service provider display on this website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

17. Predictions on live sessions, chat boxes or marketing material

Any predictions made by trainers, speakers or authors on live sessions, chat boxes or marketing materials are their personal views based on their independent market understanding and experience. ByDzyne or its vendors do not endorse or affirm any views or predictions made by the speakers or attendees on the live sessions or chat boxes. Predictions might be based on imperfect market understanding and it is strongly recommended that all users verify and study the predictions made by on the live sessions, chat boxes or marketing materials before making any independent investment decision.

Predictions are not a guarantee of this or any result. Information provided on this prediction is for general information purposes only. We offer no representation or warranty with regard to this prediction. No prediction is personalized or otherwise directed at any individual or

particular circumstances. We disclaim and will not accept any liability for losses associated with this prediction. All trading carries substantial risk. Please see our full risk disclaimer.

18. Refund Policy

100% Refund are applicable to any digital products that are not yet activated. The refund request must be submitted via the Customer Support Ticketing System within 7 days from the purchase date of the product or service. Refund limitations:

1. Activated Digital Products are non-refundable.
2. Refunds are only applicable to the initial enrollment of such digital products.
3. Refunds not applicable for any administrative fees, if applicable, and monthly subscription rebills, but monthly subscription rebills may be cancelled at any time through the ByDzyne Backoffice.

19. Disclaimer and limitation of liability

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

20. Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice.

These terms and conditions can be modified at any time by us and you agree to continue to be bound by these terms and conditions as modified. We will give you notice of these changes by publishing revised terms and conditions on this website - we will not separately notify you of these changes.

21. Severability

If the whole or any part of a provision of these terms and conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

22. Marketing Disclaimer

A Brand Ambassador or subscriber is restricted from developing any marketing materials to represent Smart Market Academy and must use ByDzyne approved materials.

23. ByDzyne Disclaimer

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