

## **GENERAL TERMS AND CONDITIONS FOR UTILIZING GOODS AND SERVICES ON THE BULLANDBEARFXSIGNALS.COM**

These General Terms and Conditions establish the framework governing the interaction between the Seller and the Buyer during the execution of transactions for the procurement and provision of goods and services via the online store operated by the Seller.

1. The seller is Pro Smart Consult Ltd. with UIC 207564016.
2. The Buyer is any adult natural or legal person who wishes to enter into a contract with the Seller for any of the goods or services offered by the Seller.
3. 3. The seller is obliged to send the goods or services only in compliance with these General Terms and Conditions (GTC). Some of the clauses in these General Terms and Conditions are directly binding only on consumers under the Consumer Protection Act and do not apply to Buyers, whether legal entities or individuals who use the purchased products in their commercial or professional activities. Such clauses are explicitly mentioned as applicable only to Consumers natural persons who use the goods for purposes other than trade or professional activity. All other clauses in these General Terms and Conditions apply to each Buyer, regardless of its quality.
4. Upon purchase, the Buyer shall provide the Seller with the data necessary for concluding the contract of sale, namely names, email, telephone.
5. Before using the online store, the Buyer must register by providing the necessary data for registration, namely names, email, phone number. The buyer could also register using the social networks Facebook, Twitter or his own Google account. When registering an account, the Buyer must unconditionally agree to these General Terms and Conditions by checking the appropriate box.
6. Prior to the Client becoming legally bound by a contract or a proposal for contract formation, including distance or off-premises contracts, the Seller ensures the provision of all legally mandated information to the Customer in a clear and comprehensible manner. This obligation persists unless the requisite information is evident from the context or the inherent nature of the goods or services. The provided information encompasses, but is not restricted to, a detailed description of each product's key features, visual representation, selling price inclusive of VAT, and details concerning payment and delivery methods. The valid contract for the purchase of goods or services from the online store materializes once the Buyer has successfully followed the online ordering procedure and completed the order. Following order finalization, the Buyer receives confirmation via the specified email or telephone. The Seller then proceeds to deliver the goods or services. The contractual agreement officially takes effect at the moment of payment by the Buyer for the goods, employing a method and delivery address of their choice. The Seller retains the prerogative to reject order processing even after confirming the order to the Buyer. In such instances, any funds remitted by the Buyer are promptly reimbursed. The Seller reserves the right to decline order fulfillment in circumstances involving reasonable doubts about the order's authenticity, including potential non-authenticity attributable to the described Buyer or other technical considerations.

### **7. Offered Goods and Services:**

The Seller's repertoire of goods and services comprises the following:

**A) Trading on financial markets - Educational courses.** The courses are for educational purposes only and should not be taken as investment advice or other forms of general recommendations related to transactions in financial instruments.

**B) Robots as expert systems** – This product is a software that is installed on a trading platform. After receiving payment for the product, the Buyer receives a package with the files of the system by e-mail specified by him. A detailed installation guide for the software in the form of an article and / or video is sent with the package of documents. The license to use the software is 12 months.

**C) Access to a group for analysis of financial instruments and specific parameters for concluding deals** - This product is for educational purposes only and should not be taken as investment advice or other forms of general recommendations related to transactions in financial instruments. After paying a subscription fee, the Buyer is given access to a Telegram chat group. There the Buyer has access to all information given by the Seller – as daily video analysis of financial instruments. The minimum term of the subscription for participation in the process group is 1 month, and the Buyer is not able to request a refund of a proportional part of the amount paid by him in case he participates in the group less time than planned, when it is at his request. Specific parameters for transactions with entry and exit level are periodically sent, as the Seller at no time engages the Buyer or any third party with the provided information - the information summarizes only part of the transactions that the Seller concludes.

#### **8. Product or Service Acquisition:**

To initiate the purchase of a product or service, the Buyer is required to navigate the Seller's online store and select the desired item. In the process, the Buyer must furnish essential information for the completion of the sales contract, including but not limited to names, email address, telephone number, and chosen payment method. By undertaking these actions, the Buyer affirms their acceptance of these General Terms and Conditions (GTC) without the need for explicit reiteration, in addition to the consent expressed during the account registration, thereby confirming the order.

#### **9. Accuracy of Provided Data and Seller's Responsibility:**

In instances where the Buyer supplies inaccurate information crucial for the provision of goods or services, such as an incorrect email or telephone number, and if the Seller is unable to deliver the goods due to reasons beyond their control, the Seller bears no responsibility.

#### **10. Order Confirmation and Timely Delivery:**

Upon order confirmation and receipt of payment, the Seller commits to delivering the requested product or service within the mutually agreed-upon timeframe.

#### **11. Technical Challenges and Seller's Accountability:**

In cases where difficulties or impossibility to use the provided product or service arise due to the Buyer's hardware or software issues, the Seller holds no responsibility. At their discretion, the Seller may opt to re-provide the goods or services to the Buyer without requiring additional payment. The Buyer is expressly prohibited from utilizing the provided goods and services for purposes divergent from those outlined in these General Terms and Conditions and the descriptions featured on the Seller's website. No provision within these Terms and Conditions, nor any action by the Seller, shall be construed as a license, sublicense, or grant of rights, whether exclusive or non-exclusive. The Seller's objectives are strictly confined to the commercial purposes delineated in these General Terms and Conditions and on the Seller's website.

#### **12. Payment Methods:**

Accepted methods of payment encompass Stripe, Revolut, PayPal, or any alternative payment method mutually consented to by the parties where applicable. All payments are required to be made in full in advance.

#### **13. Pricing and Value Added Tax (VAT):**

The specified price, presented in us dollars, incorporates the inclusive Value Added Tax (VAT) and is determined by the Seller as the definitive cost of the service rendered.

#### **14. Service Provision Terms:**

The delivery of the service is contingent upon a mutually agreed-upon timeframe explicitly delineated in the contractual agreement between the parties. In instances of force majeure, such as adverse weather conditions, states of emergency, or strikes, the service may experience delays, for which the Seller bears no responsibility. Upon the conclusion of the service provided by the Seller, a conclusive statement of completion is jointly endorsed by the involved parties. This document constitutes an integral component of the contract executed between the parties.

#### **15. Exclusion of Withdrawal Rights for Services:**

The entitlement to withdraw from the services offered by the Seller is not applicable. This is due to the nature of the purchased product being a service, wherein the commencement of the service is immediate upon purchase. Consequently, the consumer forfeits the right of withdrawal.

The right of refusal, as stipulated in Article 50 of the Consumer Protection Act (CPA), does not extend to natural person Buyers acquiring products from the Seller for utilization within their commercial or professional endeavors. Likewise, this right is not applicable to legal entity Buyers.

The right of refusal do not apply to contracts:

- 1.* for the provision of services in which the service is fully provided and its performance has begun with the explicit prior consent of the consumer and confirmation by him that he knows that he will lose his right of withdrawal after the contract is performed in full by the trader;
- 2.* for delivery of goods or services, the price of which depends on the fluctuations of the financial market, which cannot be controlled by the trader and which may occur during the term for exercising the right of withdrawal;
- 3.* for delivery of sealed sound recordings or video recordings or sealed computer software, which are unsealed after the delivery;
- 4.* for the provision of digital content which is not delivered on a material carrier, when the performance has started with the explicit consent of the user, who has confirmed that he knows that in this way he will lose his right of withdrawal.

#### **17. Acknowledgment of Service Commencement:**

The Buyer affirms their agreement that the initiation of service, for any acquired goods or services, commences the moment these are provided. Consequently, the right of withdrawal is not applicable. Should the Buyer wish to withdraw from a purchased product or service, they are required to contact the Seller. The Seller, at its discretion, may consider refunding the entire or a partial amount, though this is not a binding commitment. If a refund is deemed appropriate by the Seller, it will be executed within 14 working days, exclusively to the Buyer's designated bank account.

#### **18. Guarantee Exclusions and Software Issues:**

Provisions outlined in the Obligations and Contracts Act or the Consumer Protection Act do not extend to the guarantee of goods, given the inherent characteristics of the goods and services. In the case of software-related problems with a robot purchased by the Buyer, the Buyer is directed to contact the software product supplier and its support center. While the Seller may offer assistance to the best of its ability, ultimate

resolution lies with the software provider.

#### **19. Limitation of Seller's Liability:**

The Seller assumes no liability if the Buyer misinterprets the training courses and information provided in the Telegram group, resulting in a failure to acquire new skills and knowledge. Goods, services, and information on the Seller's website are for general informational and educational purposes and should not be construed as recommendations or advice for buying or selling any financial instrument. The information provided does not consider the investment goals and financial capacities of individual subscribers. The Buyer acknowledges and agrees that, before acting on the materials posted on the Seller's website, they must assess suitability and, if necessary, seek professional advice. Currency, commodity, and stock exchange index prices may fluctuate, leading to investor losses. Past performance is not indicative of future success, and results are not guaranteed. Margin-based financial instruments involve high risks and may not be suitable for all investors. Buyers should thoroughly understand all risks associated with margin trading before investing.

#### **20. Termination of Services:**

The Seller retains the right to cease services provided to the Buyer, promptly revoking Buyer access, under the following circumstances: A) The Buyer has publicly shared information received from the Seller in violation of these GTC. B) The Buyer has disseminated or begun disseminating information received from the Seller for purposes contrary to these GTC and the established relationship between the parties. C) The Buyer employs information obtained from the Seller for commercial purposes, reselling, or unlawfully disclosing it in breach of these GTC and the established relationship. D) The Buyer has harmed the reputation of the Seller by disclosing false information about the Seller. E) Other scenarios as defined in these GTC and the established relationship between the parties.

#### **21. Personal Data Protection:**

The Seller assumes the role of the data controller and pledges the utmost confidentiality of the information provided by the Buyer. Disclosure of personal data is permissible only in accordance with the prescribed legal procedures. The Buyer is apprised that, for the fulfillment of obligations related to the delivery of goods and services, the Seller will process and store the personal data submitted by the Buyer in adherence to the Contract's objectives. The handling, processing, and eventual deletion of personal data will align with the stipulations of applicable law, as detailed in the Seller's Personal Data Processing Policy, accessible on its website.

#### **22. Cookie Usage:**

A "cookie" denotes a small text file stored on a computer or mobile device during a Buyer's visit to the website, subsequently retrieved during subsequent visits. Cookies are employed by the Seller to enhance and streamline each subsequent visit by the Buyer. Importantly, cookies do not store personal information or disclose details to third parties. Comprehensive information regarding cookies is available on the Seller's website.

#### **23. Intellectual Property and Site Access:**

The Seller upholds the rights of intellectual property and does not infringe upon the rights of others. Access to the site is not guaranteed to be uninterrupted, timely, secure, or error-free, given factors beyond the Seller's control. Goods and services provided by the Seller are entirely non-copyrighted, and misuse, including by the Buyer outside the contractual relationship's scope, is subject to legal consequences. No intellectual property rights are transferred with these General Terms and Conditions, and this understanding extends to the relationship between the parties. Materials provided by the Seller during service performance remain the Seller's property.

**24. Force Majeure Clause:**

Unless explicitly stated otherwise, neither party is liable for non-performance, in whole or in part, in cases where obligations extend beyond the contract's terms, due to force majeure events. The party invoking force majeure must promptly and comprehensively notify the other party of the event and take preventive measures to mitigate its consequences. A party citing force majeure is released from liability only if the event prevents faithful contract performance.

**25. Confidentiality Obligation:**

The Buyer commits to maintaining the confidentiality of information related to the contract's conclusion, performance, and existence, considering such details as "Confidential Information." This includes information marked as confidential by the Seller or reasonably expected by the Buyer to be confidential. Confidential information spans business, financial, accounting, and marketing data, analysis, forecasts, projects, documentation, procedures, innovations, concepts, reports, drawings, sketches, plans, trade secrets, know-how, and/or other intellectual property, as well as personal and contractual relations between the parties.

**26. Buyer's Responsibility and Indemnification:**

The Buyer bears responsibility for any willful non-fulfillment of obligations under these General Terms and Conditions and commits to indemnifying the Seller for any resulting losses, damages, or lost profits incurred due to such non-fulfillment.

**27. GTC Amendments and Null Provisions:**

The Seller retains the right to modify these General Terms and Conditions at any time, publishing updates on its website and prominently notifying users of the changes. Should any provision within these GTC be declared null or inapplicable, the remainder continues in force, provided it sufficiently aligns with the parties' objectives.

**28. Dispute Resolution and Contact Information:**

In the event of a dispute, the Buyer may contact the local Alternative Dispute Resolution Authority (ADR) if resolution attempts with the Seller prove unsuccessful. The designated body for alternative dispute resolution in the Republic of Bulgaria is the Joint Conciliation Commission at the Consumer Protection Commission, based in Sofia, 4 A. Slaveykov Square. Prior to this, the Buyer is encouraged to directly contact the Seller to resolve disputes amicably. The Seller receives alerts and complaints at their management address and email on all working days within their working hours.

**29. Compliance with Bulgarian Legislation:**

These General Terms and Conditions adhere to Bulgarian legislation. Unsettled matters will be governed by the current legislation in the Republic of Bulgaria, and court disputes will fall under the jurisdiction of the respective competent court in the Republic of Bulgaria.