

TERMS AND CONDITIONS – ULTIMATE TRADING COURSE

This is the entire Agreement between:

The Realistic Trader Ltd a company registered in England at 9 Church Road, Blofield, Norfolk NR13 4NA under registration number 08743645 (“RT”)

And

You as per the details supplied in your registration submission (“You”)

The training is provided by Siam Kidd (“Siam”)

WELCOME

Upon registering You will instantly receive your log-in details to the RT ‘Portal’. This is a private membership site which is packed full of videos, documents and everything You need along your new trading journey with RT. We recommend that you add our email address to your safe senders list to ensure you always receive emails from us straight to your inbox.

So now you’re all logged in, You need to make your steady way through the first introduction videos of the Online Course. This is a comprehensive video course filmed by a professional film crew. There’s well over 16 hours’ worth of videos to go through and it’s essential that You do not skip any of these videos.

CONTRACT

By Agreeing to these Terms and Conditions You are entering into a contract with The Realistic Trader Ltd and in doing so You are agreeing to make:

- **1 payment of £1,800 (£1,500 plus VAT) for access to the Ultimate Video Course**
- **An ongoing monthly membership payment of £150 (£125 plus VAT)**

In return You will receive:

- **Full access to the Ultimate Trading Course videos**
- **Access to the RT Community**

NOTE: By signing up to the Ultimate Trading Course, You have expressly agreed to RT providing You with the digital content immediately. On downloading such content within 14 days You will have waived your right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Refunds after purchase are subject to the Money Back Guarantee section below.

RT COMMUNITY AND AUTOMATIC RENEWAL

You agree that RT may take a payment of £150 (£125 + VAT) per month for ongoing access to the community automatically until such time that You cancel your Membership with RT by sending us a Cancellation Notice (see below for details). Your encrypted payment details stored on your personal record will be used for this recurring payment. Upon renewal You will continue to receive:

- Membership of the RT Traders Facebook group

- Access to the RT Telegram Group of Siam's Trading Alerts

If RT are unable to take payment for any reason during the term of this Agreement, You agree to provide RT with an alternative payment method. RT has the right to revoke access to the community and its membership benefits until such time payment is made.

Please note, RT may vary the price of membership from time to time upon giving one month's written notice to members.

This is a personal membership for the named subscriber only. Subscribers are not permitted to 'club together' to purchase one membership. You must not share your log-in details with any other person.

The content of the Video Course, the RT Traders FB Group, and the Telegram Group is for your personal use only, and should not be copied, duplicated or otherwise shared without the prior permission of RT.

OUR OBLIGATIONS

RT shall supply to You with:

- Full access to the Ultimate Trading Course
- Support Package (RT Traders FB Group + Trading Updates)
- Access to the RT Telegram Group of Siam's Trading Alerts

Any online training RT supplies to You under this Agreement shall be supplied as per the description. RT shall also supply to You the products associated with the community to the extent required for You to participate in the programme for which You are enrolled under this Agreement. RT warrant that any products RT supply to You under this Agreement shall be of satisfactory quality.

MEMBERSHIP OF FACEBOOK AND TELEGRAM GROUPS

The Facebook and Telegram groups are intended to be a friendly community of Siam's students. RT hope You enjoy being part of our community; learn lots of useful stuff and have fun. RT like the group to be laid back and friendly however, to ensure the group is positive there are a few rules:

1. Please respect the community RT have created. Please respect Siam, and other members of the group.
2. Please do not post anything that is unlawful, fraudulent, abusive, derogatory, libellous, deceptive, or defamatory statements or attacks that will or are likely to harm, harass, upset, embarrass, alarm or annoy any other person, or organisation.
3. Please do not recommend competitors within the group or use the group to advertise other groups.
4. Please do not share the content of the groups, or permit others to access the content.
5. Please do not allow anyone else to have access to the group or provide your log in details to anybody else.
6. Please do not copy or otherwise use pictures, photographs, text or videos from the group without the permission of RT.
7. Please do not send or upload any material that contains viruses, or any other harmful programs or similar code designed to adversely affect the operation of any computer software or hardware.
8. Please note that all posts and comments can be seen by all other members of the group.

9. Please adhere to the Facebook terms which can be found here: <https://en-gb.facebook.com/policies/>.
10. RT hereby expressly exclude our liability for any loss or damage arising from the use of the group.

The groups are monitored by Siam and the RT team, and any posts or comments that are in breach of the above rules may be deleted and if appropriate, reported to Facebook. Posting content that falls into any of the above categories may result in your removal from the group.

Please note, opinions expressed by members of the group are their own, and do not necessarily reflect the view of RT.

If You have any concerns about any post or comment in the groups, please contact RT with details of your concerns and RT will investigate and get back to You.

CONTACT

We send Your log in details and invoices to the email address that You sign up with. RT recommends that You add our email address to Your safe senders list to avoid missing contact from RT.

MENTORS

The main training content will be provided and recorded by Siam, however, additional content may be provided by approved Mentor's within the community. These mentors have been trained by Siam and will be an additional point of contact for members. Members are encouraged to use the mentors.

NOTICE OF THE RIGHT TO CANCEL

From the date of purchase, at any time, You may notify Us in writing that You wish to cancel the Agreement by sending notice by e-mail to admin@therealistictrader.com ("Cancellation Notice"). You must give a minimum of one month's notice of your intention to cancel your membership. A Cancellation Notice shall be deemed to be served by You on the date an e-mail is sent to RT by You (evidenced by the date and time of the email received). Upon receipt of a Cancellation Notice from You, RT will cancel your membership, which will take effect one calendar month following receipt of the Cancellation Notice.

DATA PROTECTION

RT will comply with the relevant Data Protection laws in storing and processing any personal information You provide to us (for example your name, email address, telephone number, address and mobile number). By entering into this Agreement, You agree that RT can (i) process your personal information for the purposes of this Agreement. For further details please see our Privacy Policy.

LIABILITY

1. Nothing in this Agreement excludes or limits liability for (a) fraud; (b) death or personal injury caused by negligence; (c) any other liability which cannot be excluded or limited by applicable law subject to the foregoing;
2. Subject to the above, RT's entire liability to You (including without limitation any liability for the acts and omissions of employees, agents or subcontractors) in respect of any breach of obligations arising under or in connection with this Agreement, (whether in contract, tort, negligence, breach of statutory duty, restitution, or otherwise) in respect of all and any loss or damage howsoever caused is limited to 100% of the total amount paid or payable by You to RT under this Agreement within the 12 months preceding the date on which the claim first arose;

3. RT shall have no liability for any indirect or consequential losses, damages, costs or expenses that You may suffer; and
4. RT shall have no liability for any (a) loss (whether actual or anticipated); (b) loss of business; (c) loss of reputation; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of opportunity; or (g) loss of goodwill suffered or claimed to be suffered by You arising from or otherwise in connection with this Agreement, whether or not such losses were reasonably foreseeable or not, or RT, its employees, agents or subcontractors were advised of the possibility of You incurring such losses.

GENERAL

1. This Agreement and RT participation agreements and release forms (as signed by You from time to time) constitute the whole agreement and understanding between RT and You and supersede any prior understanding, communications, representations (except for fraudulent misrepresentations and misrepresentations as to a fundamental matter), undertakings and agreements (whether written, verbal or otherwise) between RT and You relating to the subject matter of the Agreement. You acknowledge that You have not entered into this Agreement based on representation that is not expressly incorporated into this agreement.
2. The Laws of England and Wales govern this Agreement and You agree to submit to exclusive jurisdiction of the English and Welsh Courts.
3. Should any part of this agreement be determined by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and as such remain in full force and effect.
4. This Agreement may not be varied except with the approval of RT.
5. Except to the extent otherwise stated in this Agreement all Terms and Conditions and warranties implied by statute, common law, or otherwise that are excludable are excluded from the Agreement to the fullest extent permitted by law.
6. You and RT agree that the Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

COMPLAINTS

RT have a fantastic Customer Service team, who are available from 10am – 6pm Monday to Friday to answer any queries you may have. Please contact RT via email or via the Live Chat on the website in the first instance, and RT will do their very best to answer your query. Their aim is to respond to all queries within 48 hours.

RT hope that you are very happy with your membership and enjoy being part of our community however, if you are not entirely happy please contact us and let us know by sending an email to admin@therealistictrader.com. RT will aim to get back to you within 2 working days.

MONEY BACK GUARANTEE – TRENDY JIBE

The Ultimate Trading Course comes with a DOUBLE MONEY BACK GUARANTEE on the trading method the Trendy Jibe. To qualify for the double money back guarantee using the Trendy Jibe You need to have:

- Been consistently live trading and a community member for 12-months.
- Have a detailed log as taught in the Ultimate Trading Course supported by screenshots of before and after each trade. This log needs to match up with the FXCM generated report.
- This guarantee is for the Trendy Jibe on the 2 and 4-hour charts only.
- You need to have placed 90% of the Trendy Jibe's that are sent out.
- Each trade needs to be 5% Max Risk. As each Trendy Jibe is split into two this means each split trade is 2.5% Max Risk.

- The entries and stop distances need to be at least the length of a mouse cursor away from the highs/lows as taught in the video course.
- Trades only on the Majors and Minors count.
- Once the account has doubled in size, the guarantee ends.

It is important that ALL of the rules of the Trendy Jibe are adhered to. This agreement only applies to live trading, it is not applicable for dummy accounts. Any trade where rules have been broken, or not followed as set out above voids the whole agreement.

To claim your money back you should initially email the admin team at admin@therealistictrader.com with evidence of the requested information above so that they may investigate your claim.

If You qualify for a refund, then You will receive double the amount of money paid for the course, plus your monthly membership during the 12-month period.

If Siam agrees to You receiving your money back, the refund will be processed by the same means by which payment was originally made.

BREACH OF TERMS AND CONDITIONS

If these terms and conditions are breached by You, RT may:

- Bring your membership to an immediate end.
- Remove you from the FB and Telegram groups.
- Withdraw your access to the Video Course.

In the event of breach of these Terms and Conditions, RT will not refund any fees already paid.