

General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply to conclusion of contracts and provision of services via online portal ForCashEx, placed on the website www.forcashex.com operated by

a sole trader, Ing. Jakub Havlíček

with his registered office at Raisova 883/6, 405 02, Děčín - Děčín IV-Podmokly, Czech Republic

ID No: 02678837

VAT ID: is not subject to VAT

Registered in the Register of Trades maintained by the Metropolitan authority of Děčín

Delivery address: Ing. Jakub Havlíček, Slovanská 97c, 405 02 Děčín, Czech Republic

Email: info@forcashex.com

as the operator of the website

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Sale apply both to paid and free services.

1.2. In these General Terms and Conditions of Sale, the following terms shall have the meaning given below:

- **Civil Code** means Act no. 89/2012 Sb., the Civil Code, as amended;
- **Consumer Protection Act** means Act No. 634/1992 Sb., on Consumer Protection, as amended;
- **Contract** means any contract concluded under these Terms, i.e. it could particularly mean the contract on the provision of services on the basis of which you gain access to the member section;
- **Member section** is part of website accessible only with subscription;
- **Operator (or „us“)** means Ing. Jakub Havlíček, with his registered office at Raisova 883/6, 405 02, Děčín - Děčín IV-Podmokly, Czech Republic;
- **Service** is an activity of the operator which allows you to access the member section of the website, the service can also mean products, software, websites and applications of the operator which are placed on the server accessible from website;
- **Subscription** means a paid possibility to enter the member section of the website for a duration of the subscribed period;
- **Terms** are these General Terms and Conditions;
- **Trial period** is a period of time in which the user can use the services of the website for free.
- **Website** is the website located on the address www.forcashex.com;

1.3. Which services we provide?

We run an Internet portal via we publish articles containing information about market, predictions and other articles and information mainly in the field of FOREX trading. Trading by dint of FOREX system is highly risky and the operator is not liable for any possible loss of paid-in capital.

The content accessible on the website is of informative and educational nature only. **The content is not an investment advice, analysis of investment opportunities, investing recommendations or any other investment service in the meaning of the Act No. 256/2004 Sb., on Capital Market Undertakings, as amended. Our services do not contain tailored recommendations which you can follow when trading on the capital market.**

Any and all information located on the website are only informative and we are not responsible for any harm which arises, directly or indirectly, by utilization of such information.

It is forbidden to in any way disseminate, for payment or without payment, any information which we provide within our services. Please note that in case of violation of this prohibition, your user account will be deleted and such act will be considered as a serious breach of the contract and these Terms. You are also liable for the damage arising from such breach.

1.4. What governs our legal relationship?

Our legal relationship is governed by the following documents:

- these Terms, which define and specify our mutual rights and obligations;
- [the Terms of Use of the Website](#), protection of your personal data, protection of the website content and further relations connected with the use of the website;
- any conditions and instructions stipulated on the website, especially when ordering the subscription;

and in any matters not covered by the Terms by the following legislation:

- the Civil Code;
- the Consumer Protection Act (only if you are a consumer).

Please note, that in case your residence or your registered office is situated outside of the Czech Republic or if our legal relationship includes any other international element, our relationship is governed by the **Czech law**. In case you are a consumer and the legal order of your state of residency provides you with a higher level of consumer protection than the Czech legal order, the higher level of consumer protection applies to you.

1.5. How do you express your consent with the Terms?

You express the consent and the acquaintance with these Terms by finishing the registration and also by checking the appropriate choice on the website.

These Terms can be changed or amended in writing. Your rights and duties are governed by the wording of the Terms effective at the time of their origination.

2. REGISTRATION AND USER ACCOUNT

2.1. How can you register?

To use the website in full, mainly to order the subscription, it is necessary to register. To register, you must fill in the required information and choose a password. By the registration, a user account is created.

Your username and password create the access data to your user account. **You are obliged to ensure the confidentiality of the access data to your user account.** We are not responsible for any misuse of your user account by a third party. In the case of changes of your data, adjust your user account as soon as possible.

Protection of personal data in connection with the registration is governed by the Terms of Use of the Website.

2.2. How can you log in?

You can log in by entering the access data.

2.3. Which functions does the user account provide?

Through your user account, you can order the subscription and manage your user account. Any other user account functions are listed on the website.

2.4. How can you cancel the user account?

If you want to cancel your user account, please inform us and we will delete it. If your subscription has not elapsed yet, your account will be deleted immediately after the end of the subscription period. If you want to cancel your account immediately, please note that you are not entitled to a refund of an unused subscription.

Please note that we reserve the right to delete your account without compensation if you have violated these Terms, especially by circumvention of limitations of the trial period, the legislation of the Czech Republic or good morals.

3. ENTER INTO A CONTRACT VIA THE WEBSITE

3.1. How to get the subscription

Subscription is a paid service; you can order it through the user account. Order of the first subscription is submitted together with the registration on the website or later. If you are ordering the subscription later, select the appropriate subscription in your user account (section "Tariffs") and then make a payment by a payment card or any other method that the website allows.

3.2. What is the subscription price?

We offer different kinds of subscription. The subscription price depends on the length of the subscription period. Current operator's price list is always published on the website. The price is final, including all taxes and fees. The price is a flat rate and is paid irrespective of whether you actually use the subscription.

3.3. Information about the contracts concluded via the website

The contract is not concluded in writing; it consists of these Terms and your subscription order.

The contract is concluded at the moment when you make the first payment of subscription. You will be informed via your user account about the payment.

The contract can be concluded in Czech or English, unless we expressly agree on another language. (Terms in Czech [here](#))

The contract (including these Terms) is maintained in electronic form. The contract is not accessible to third parties, but on request, we will send it to you.

4. THE CONDITIONS OF PROVISION OF THE SERVICES

4.1. To use all the opportunities of the website, it is necessary to register on the website and to pay a subscription.

4.2. Unregistered users or users without a subscription have only access to a limited content of the website.

4.3. Trial period

The trial period offers to users of the website a possibility to familiarise themselves with the content of provided services.

Registered user can a free tariff for the trial period. Each user can use the trial period only once, regardless of the number of user accounts.

After expiration of the trial period, the user can use the services of a website only under the condition of a payment for services.

The operator may at any time, without prior notice, change the conditions of providing trial period or cancel it altogether.

4.4. The subscription

Subscription period begins:

- a. as of the moment when the price of the service is credited to our bank account, or
- b. in the case of automatic renewal of subscription: the first day after the expiration of the previous subscription period.

4.5. Can you withdraw from the contract?

By consent with these Terms you give us express consent to the provision of service before the expiration of the period for withdrawal.

Please note that by granting your consent with these Terms, you lose (in accordance with the section 1837 of the Civil Code) a right of withdrawal from the contract within 14 days.

4.6. What are your responsibilities in connection with the use of the service?

Via the website you are not authorized to insert content that:

- **harms or is capable of harming a good name or reputation of third parties;**
- the publication of which would be contrary to these Terms, applicable law and good morals, i.e. mainly contributions which could be considered offensive, vulgar, xenophobic, defamatory in terms of race, nation or religion, and also posts of erotic or pornographic nature;
- contains texts and pictures for which you do not have appropriate copyrights based on creating of the work or on a license;
- includes contact information of another person or data that may be considered as personal data, unless the person has given their consent;
- contains viruses or another software that is capable of causing damage to us or to third parties;
- contains advertising or messages which are used for commercial communication.

4.7. What are our rights in the case of breaching rules mentioned above?

We reserve the right to remove or block contributions or comments that are or may be in the discordance with these Terms or rules of conduct determined on the website. We are also allowed, by our sole discretion, to remove or to block access to any of your posts, even without stating any reason, or to delete your user account in accordance with Article 2.4 of these Terms.

If we are required to pay any damages, financial satisfaction for damage to reputation or any other similar payment because of the breach of law, good morals, these Terms or rules of behaviour determined on website committed by you, you undertake to compensate us for any damage which we incurred in connection with such breach.

4.8. What are our rights in relation to the content that you place on the website?

By publishing content via your user account, you give us a gratuitous, nonexclusive, transferable license, unlimited by territory and time, to any published content.

4.9. Reservations

We have no responsibility for the accuracy, completeness and legality of the content inserted on the website by individual users. We do not control, approve or modify user's contributions. The contributions of individual users reflect the personal views of the users, for which we accept no liability.

5. WARRANTY CLAIMS

Your rights from defective performance are govern by the relevant legislation (in particular by the provisions of § 1914 to 1925, § 2099 to 2117 and § 2165 to 2174 of the Civil Code).

We handle the claims without undue delay, but not later than 30 days from the day when you raise them by phone, e-mail or in writing.

5.1. How to claim a payment for the subscription?

If your subscription was not activated after the payment, please contact us immediately via the contact e-mail or phone. For the quickest possible settlement of the claim, we recommend to attach a proof of payment.

If the claim is justified, we will activate the subscription without delay.

5.2. How to claim provided services?

As a service provider we are responsible for the fact that our services are provided in accordance with the contract, i.e. that they correspond with their description on the website and are in compliance with the applicable law, and that they are provided over a specified period of time (i.e. for the period of subscription).

Apply your warranty claims regarding our services apply without undue delay after finding the deficiencies, but no later than six months from the date when the service was provided.

In the case of a justified claim, you can choose one of the following rights:

- a) provision of a free substitute service;
- b) extension of the subscription period;
- c) appropriate reduction of subscription prices;
- d) withdrawal from the contract.

Tell us the chosen way of solution of the warranty claim when claiming or immediately afterwards. If you do not choose a way of solution, you are entitled to free substitute services or appropriate reduction of price.

6. FINAL PROVISIONS

6.1. What permissions do we have for the performance our activities and who controls us?

We are a holder of a trade licence for the sale of the goods. Our activity is not subject to any other permission.

Trade control is carried out by the respective Trade Office within the scope of its competency. The Czech Trade Inspection Authority supervises the compliance with the consumer protection legislation. The Consumer rights are advocated also by interest groups and other entities designated to their protection.

6.2. How do we handle complaints?

We handle any complaints via our contact email. Furthermore, you can contact the bodies referred to in article 6.1. In relation to our customers, we are not bound by any codes of conduct, nor we follow any of them.

6.3. What are your rights when a consumer dispute arises?

If you are a consumer and if the consumer dispute, which we have not resolved directly, arises, you have a right to submit the dispute to the Czech Trade Inspection Authority (Address - Česká obchodní inspekce, Ústřední inspektorát - oddělení ADR, Štěpánská 15, 120

00 Prague 2, Czech Republic; website: www.coi.cz, <https://adr.coi.cz/en>; e-mail: adr@coi.cz; phone: +420 296 366 360) for a purpose of the alternative dispute resolution. You have to exercise this right within 1 year from the day you exercised a right, which is a subject of this consumer dispute, for the first time.

To raise a complaint about the services provided by us, and to search for a subject of the alternative dispute resolution, you can also use an on-line platform created by the European Commission available at <http://ec.europa.eu/consumers/odr/>.

6.4. What else should you know?

When concluding the contract, means of distant communication are used (especially the Internet). Costs incurred by the use of such means of distant communication (mainly the cost of internet connection or phone calls) are paid by yourself. **These costs do not differ from the ordinary rate.**

Unless agreed otherwise, all correspondence between us related to the contract is in writing, either by e-mail, registered mail or by personal delivery. We will communicate with you either to the email address specified in your user account.

Should it be the case that any provision of the Term is invalid, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, ineffective or inapplicable provision, will apply. By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected the validity of the remaining provisions. **The contract (including the Terms) can be changed or amended in writing only.**

The Terms are valid and effective as of 1. September 2016