

DISCLAIMER

1. General

You are solely responsible for your use of ZM ACADEMY LTD Sites and Materials. You agree that you will not use ZM ACADEMY LTD Sites and Materials unless you can form a binding contract (the "Agreement") with ZM ACADEMY LTD. The "Agreement" governs the relationship between you (also referred to as 'Client', 'Customer', 'your' and 'yourself', as appropriate) and ZM ACADEMY LTD concerning the services and materials the Company provides and your activity with the Company.

Please read these Terms of Service ("Terms") carefully before accessing or using any websites, services or materials provided by ZM ACADEMY LTD (the "Company" or "We" or "Us"), or its owners, subsidiaries, affiliates, and joint business ventures, and all their respective officers, directors, employees, agents, and representatives (collectively, "Company Affiliates"). Without limitation, such Websites include www.beaumondeoutlooks.com and products, services, subscriptions, content and features available on or provided through those websites (such sites and materials collectively, "Company Sites and Materials"). By accepting these terms you enter into a legally binding Agreement with us. You acknowledge that you have read and understood the terms of the Disclaimer.

The Company Sites and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the Company Sites and Materials, you affirm that you are over the age of 18.

The Company reserves the right to refuse access to its services and materials to anyone for whatever reason.

The Company reserves the right to revoke your access to our services and materials at any time, where we deem necessary.

2. General Disclaimer

The Company is not an investment, financial, tax, or legal advisor or a broker-dealer and does not purport to provide personalized investment, financial, tax, or legal advice in any form. The Company does not recommend the purchase of particular securities nor does the Company promises or

guarantees any particular investment results. You understand and acknowledge that there is a very high degree of risk involved in trading securities and, in particular, in trading futures and options, and in trading currencies. You acknowledge and agree that you, and not the Company, are solely responsible for your own investment research and decisions. Do not trade with money that you cannot afford to lose. You understand that the Company encourages you to seek the advice of a qualified securities professional and/or tax or legal advisor, as necessary, before making any investment, and to investigate and fully understand any and all risks before investing. The Company assumes no responsibility or liability for your trading and investment results and you agree to hold the Company harmless for any such results or losses.

Past results of any individual trader or trading system published by the Company are not indicative of future returns by that trader or system, and are not indicative of future returns which may be realized by you. In addition, the methods, techniques, information, content, indicators, strategies, columns, articles and all other features of the Company Sites and Materials, or any Company product or service, (collectively, the "Information") are provided for informational and educational purposes only and should not be construed as investment advice. Accordingly, you should not rely on the Information in making any investment. Rather, you should always perform additional independent research in order to allow you to form your own opinion regarding investments. You are solely responsible for your own trading decisions, and nothing in the Information is intended to be or should be interpreted as a promise or guarantee of any particular result. You should always check with your licensed financial, investment, legal, or tax advisor to determine the suitability of any investment.

3. Intellectual Property, Hyperlinks & Links to Other Websites

The Company Sites and Materials and related content, including without limitation the User Submissions (as defined below), third-party applications, and any other content on the Company Sites and Materials and the copyrights, trademarks, service marks and other intellectual property rights in such content are the property of Company and/or its third-party licensors or providers unless otherwise specifically stated. You may access and use such content solely for your own personal and non-commercial use. The Company or its third-party licensors, as applicable, reserve all rights not expressly granted in and to such content. Your modification or use of such content other than modification or use expressly permitted hereunder is a violation of our intellectual property rights and can subject you to legal liability.

Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in the Disclaimer, we reserve the right to temporarily or permanently suspend your access to our services and/or materials and/or terminate the Agreement, and/or take any other actions as we may see fit in the circumstances. A no-refund policy will be applied in these circumstances. You will still be liable to pay us any amount due to us.

By becoming a client of ZM ACADEMY LTD, you do not obtain any rights in any intellectual property belonging to us. Our Website, our materials and the services we provide shall be protected in accordance with the applicable laws and you shall have no right, neither at the time

of entering into the Agreement, nor at any point of time in the future. All rights whether expressed or implied, and whether existing now or in the future are reserved.

You shall not cause or permit any actions to be caused which might endanger or damage any intellectual property belonging to us.

You understand that you shall not copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to the Company.

“Weekly Outlooks” Content in all languages (the “Content”) is licensed, not sold, to you by the Content Provider (ZM ACADEMY LTD). The Content Provider may include additional terms for use within its Content. Upon your download or access of the Content and payment of any applicable fees (including applicable taxes), the Content Provider grants you a non-exclusive right to view and use such Content an unlimited number of times, solely for your personal, non-commercial use. Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any rights to the Content or any portion of it to any third party, and you may not remove or modify any proprietary notices or labels on the Content. In addition, you may not bypass, modify, defeat, or circumvent security features that protect the Content. The Content provider reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

4. User Submissions and Other Content

The Company Sites and Materials may permit the submission of content by users, including, for example, comments, articles, links, and conversations in our chat rooms (“User Submissions”). By posting any such User Submissions, you grant the Company an irrevocable, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such User Submission in any and all media or distribution methods (now known or later developed). The Company has the right, in its sole discretion and without further notice to you, to monitor, censor, edit, move, and/or remove any and all content posted on the Company Sites and Materials, including any User Submission, at any time and for any reason.

We do not represent or guarantee the completeness, truthfulness, accuracy, usefulness or reliability of any content or User Submission and do not necessarily endorse any opinions expressed therein. You understand that by using the Company Site and Materials, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate. We may not monitor or control the content or User Submissions accessible on the Company Sites and Materials.

In connection with your use of the Company Sites and Materials and your own User Submissions, you agree to follow our Code of Conduct as the same may be published or linked to on the Company Sites and Materials. We may periodically update the Code of Conduct.

5. Subscription and Payment

In connection with any purchase of services or materials from the Company, the Company does not make any promise regarding the continuation of any current features or functionality or delivery of any future functionality or features.

We reserve the right to amend the product specifications and conditions, as available from our Website from time to time, when we deem necessary. You shall ensure to remain updated with regards to our product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by the Agreement in the event of any of these amendments taking place.

We reserve the right to reverse any transactions which we deem to be contrary to your interest or ours, for any reason.

If you purchase a subscription to any Company service or material, by authorizing the Company to charge a payment card for the fees associated with your subscription(s), you are authorizing the Company to automatically continue charging that card (or any replacement card issued by the card issuer) for all fees or charges associated with your subscription, including any renewal fees as described below. The Company may at any time change any of its pricing, or institute new charges or fees. Price changes and new charges announced during your subscription term for a service will apply to subsequent subscription terms. During the term of your subscription, you agree to inform the Company of any payment card information changes.

Your subscriptions will be set to automatically renew upon expiration. This means that unless you cancel your subscription prior to its expiration, your account will automatically renew for the same term.

If you cancel or terminate a subscription, you acknowledge and agree that any refunds will be in the Company's sole discretion. Your obligations hereunder, including your obligation to pay amounts owed to us under these Terms for use of or access to our services or materials, including subscriptions, shall survive expiration or termination of these Terms and your cessation of use of the Company Sites and Materials.

You are responsible for the payment of any taxes associated with the purchase of services or materials from the Company.

6. Confidentiality and Data protection

By entering into the Agreement, you agree and acknowledge that we shall process your personal data including special categories of personal data.

We will process your personal data for the purposes of (i) providing our services to you, (ii) providing you with information about us and our services and improving our services from time to time, (iii) complying with any requirement of law and/or regulation and/or of any competent authority.

By accessing our website including using any of the communication channels to contact us, we consider that you have read and understood the terms of this disclaimer and how we process any information you disclose to us including personal data prior to becoming a client. Once you purchase any material or service with us, you agree that this disclaimer, including any amendments will govern how we collect, store, use, share and in any other form process your personal data and your rights during our business relationship and after its termination.

As part of our business we collect personal data from customers and potential customers including but not limited to:

Name, surname and contact details, age and gender, profession, location data, knowledge and experience in trading.

We may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to the services we provide to you and our relationship with you. These recordings will be our sole property and will constitute evidence of the communications between us.

As part of using your personal information for the purposes set out above, we may disclose your information to:

- Sebrate Ltd, subsidiary company of ZM ACADEMY LTD
- Payment service providers and banks processing your transactions
- Courts, tribunals and applicable regulatory authorities as agreed or authorised by law or our agreement with you
- Government bodies and law enforcement agencies where required by law and in response to other legal and regulatory requests;
- Any third-party where such disclosure is required in order to enforce or apply our Terms and Conditions of Service or other relevant agreements;
- Anyone authorised by you.

We endeavour to disclose to these third parties only the minimum personal data that is required to perform their contractual obligations to us. Our third-party service providers are not permitted to share or use personal data we make available to them for any other purpose than to provide services to us.

We may process your personal data for one or more lawful bases of processing depending on the specific purpose for which we are using your data.

The Lawful bases are the following:

- to perform our contractual obligations towards you;
- to be compliant with the legal and regulatory requirements;
- to pursue our legitimate interests.

Where our use of your personal information does not fall under one of these three Lawful bases we require your consent. Such consent shall be freely given by you and you have the right to withdraw your consent at any time by contacting us at support@zmc-bmo.com.

We are committed to safeguarding and protecting personal data and will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to protect any personal data provided to us from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Transmission of data via the internet and/or other networks does not always ensure appropriate security of personal data hence you must always ensure that you transfer data to us via secure means.

Where you have opted out of receiving marketing communications by contacting us at support@zmc-bmo.com we will hold your details on our suppression list so that we know you do not want to receive these communications.

You are entitled to (please note that these rights do not apply in all circumstances):

- (a) request access to your personal data;
- (b) request correction of the personal data that we hold about you;
- (c) request erasure of your personal data. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request;
- (d) object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your

personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which overrides your rights and freedoms;

- (e) withdraw consent at any time where we are relying on consent to process your personal data.

If you want to exercise your rights, please contact us by email at support@zmc-bmo.com using the registered email address you disclosed to us.

You acknowledge that we shall store your personal data (and records of your dealings with us) for as long as the Agreement between you and us is in force and for any additional period required for regulatory purposes.

It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any approved communication method.

Any communication sent to you by ZM ACADEMY LTD is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.

7. Events outside our control (force majeure)

This section refers to events which may occur from time to time, and which prevent us from performing any or all of our obligations ('Specific Events'). Specific events may include, but shall not be limited to:

- a) any natural, technological, political, governmental, social, economic, act of god, pandemic, civil emergency, act of terror, interruption or failure of utility service;
- b) non-performance by a third party, destruction caused by man or any similar event which is outside our reasonable control;
- c) instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective of whether it belongs to us or a third party) against our servers;
- d) changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations as a result of unforeseen events;
- e) any event that prevents the systems from operating on an orderly or normal basis;
- f) abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers;

g) any other event and/or circumstance which cannot be foreseen, within reason.

For the avoidance of doubt, a Specific Event is an event outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.

We will exercise all necessary endeavors to resume the orderly provision of our services as soon as reasonably possible. Where this is not possible at all, we will inform you of the necessary actions to be taken in order to protect your interests and ours, where possible.

Where we are unable to perform any of our obligations to you under the Agreement due to a Specific Event, we will not have breached the Agreement.

8. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CONTENT, PRODUCTS, TOOLS, AND SERVICES INCLUDED OR OBTAINED VIA OR AS PART OF THE COMPANY SITES OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED ON OR IN THE COMPANY SITES AND MATERIALS.

9. Limitation of Liability

NEITHER THE COMPANY NOR THE COMPANY AFFILIATES NOR ANY OF THEIR SUPPLIERS, ADVERTISERS, OR SPONSORS ARE OR WILL BE LIABLE FOR ANY ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF THE COMPANY SITES AND MATERIALS, OR ANY OF THE CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH THE COMPANY INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR INCOME, LOSS OF CAPITAL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF £100 OR THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR MATERIALS OR SERVICES (INCLUDING SUBSCRIPTIONS), DURING THE PREVIOUS SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM.

10. Governing law and jurisdiction

The Agreement shall be governed by the laws of England and Wales. Any proceedings and their settlement involving ZM ACADEMY LTD and you shall take place in the competent courts of England and Wales.