

## **FTMO Academy Terms**

These FTMO Academy Terms (“**Terms**”) govern your (“**you**”) access and use of the [www.academy.ftmo.com](http://www.academy.ftmo.com) website (“**Website**”) and services provided through this Website (“**Services**”).

**By accessing or otherwise using the Website and Services you agree to these Terms and acknowledge you have read and understood them. If you do not agree to these Terms, please do not use the Website and the Services.**

If you are accessing or otherwise using the Website and its content from the United States of America, the Website and its content is provided by or on behalf of:

**FTMO Evaluation US s.r.o.**, with its registered office at Purkyňova 2121/3, Nové Město, 110 00 Prague 1, Czech Republic, identification no.: 092 13 741, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 332661, in case you access or otherwise use the Website and its content **from the United States of America**

(“**FTMO**” or “**we**”)

We reserve the right to amend these Terms at any time without notice. By continuing to use the Website and the Services after such amendments you agree to comply with and be bound by the amended Terms. If any of these changes to the Terms are not acceptable, do not continue using the Website and the Services.

### **1. FTMO Academy**

- 1.1. As traders ourselves we understand the need to master the basics but also to continuously improve gained knowledge. We created FTMO Academy as part of our efforts to provide education in the area of financial trading. It is aimed at anyone interested in learning more about financial markets as a whole, trading of financial instruments, and the various topics associated with it.
- 1.2. Through this Website we provide educational materials on numerous topics connected to trading with financial instruments free of charge to you. Our Services mainly consist of:
  - 1.2.1. Educational articles
  - 1.2.2. Explanatory videos
  - 1.2.3. Student profile
  - 1.2.4. Assessment of your newly acquired knowledge.
- 1.3. Our Services are only intended for personal use and for information purposes only. They are intended for persons over the age of 18. By accepting these Terms, you warrant and represent that you are at least 18 years of age. If you are under 18 years of age, you may not use the Services, irrespective of whether your parent or guardian consents to your use of the Services.
- 1.4. We do not provide the Services to any customer that (i) is of nationality or is residing in Restricted Jurisdictions; (ii) is established or incorporated or has a registered office in Restricted Jurisdictions; or (iii) is subject to the relevant international sanctions. Restricted Jurisdictions means countries determined as such by us and published [here](#) on the Website.
- 1.5. Most of the Services on the Website are publicly accessible. However, if you wish to track your progress, assess your knowledge and have the possibility to receive rewards, you need to create a *profile* with us and agree to separate Terms of use.

### **2. Rewards**

- 2.1. If you decide to test your knowledge gained by using our Services, you may be eligible to receive various rewards depending on your progress.
- 2.2. All rewards are non-transferable and cannot be combined with each other. We reserve the right to alter the rewards provided at any time during the provision of our Services.

- 2.3. You are solely responsible for any applicable taxes arising from the reward. It is not possible to request financial compensation for the reward. You have no legal right to the reward, and it is not possible to compel the provision of the reward through a court of law. We reserve the right not to give out or refuse to give out any reward on its own discretion.

### **3. Intellectual Property Rights and Permitted Use**

- 3.1. The Website and all the Services, their appearance and all applications, data, information, and multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services ("**Content**") are provided to you for your personal and non-commercial use.
- 3.2. The Content is subject to legal protection pursuant to copyright laws and other legal regulations and are owned by us or our licensors. We grant you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content solely in connection with the Services for your personal use and in accordance with these Terms. The Content is not sold or otherwise transferred to you and remains owned by us or our licensors.
- 3.3. All trademarks, logos, trade names, and other designations displayed on or through the Website are owned by us or our licensors, and we do not grant you any authorization to use them.
- 3.4. Except for the rights expressly set out in these Terms, we do not grant you any other rights relating to the Content. You may only use the Content as set out in these Terms.
- 3.5. When accessing the Content, the following is prohibited:
  - 3.5.1. to use any tools that may adversely affect the operation of the Content or that would be intended to take advantage of errors, bugs or other deficiencies of the Content;
  - 3.5.2. to circumvent geographical restrictions of availability or any other technical restrictions;
  - 3.5.3. to make copies or back-ups of the Content;
  - 3.5.4. to reverse-engineer, decompile, disassemble or otherwise modify the Content;
  - 3.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Content otherwise than as permitted;
  - 3.5.6. to use automated means to view, display or collect information available through the Website or Services; and
  - 3.5.7. to use any other tools or means the use of which could cause any damage to us.

### **4. Disclaimer and Limitations of Liability**

- 4.1. THE CONTENT IS PROVIDED FOR INFORMATION PURPOSES ONLY AND ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING THE CONTENT, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
- 4.2. NOBODY'S PERFECT. WHILE WE STRIVE TO PROVIDE YOU WITH COMPREHENSIVE AND ACCURATE CONTENT, WE MAKE NO GUARANTEES ON THE ACCURACY, RELIABILITY, SUITABILITY AND THOROUGHNESS OF THE CONTENT. NOR DO WE CLAIM THE CONTENT PROVIDED IS APPLICABLE IN THE JURISDICTION YOU ARE ACCESSING THE WEBSITE FROM. TO THE FULLEST EXTENT PERMITTED BY LAW, WE LIMIT ANY LOSSES, INCLUDING LOST PROFITS, REVENUES, DATA OR DAMAGES ARISING FROM THE USE OF THE CONTENT.
- 4.3. NONE OF THE SERVICES PROVIDED CONSTITUTE FINANCIAL, LEGAL, OR TAX ADVICE NOR CAN THEY BE CONSIDERED INVESTMENT SERVICES (IN PARTICULAR INVESTMENT ADVICE) IN ACCORDANCE WITH APPLICABLE LAWS. YOU SHOULD ALWAYS CONSULT YOUR LEGAL OR TAX PROFESSIONAL REGARDING YOUR SPECIFIC SITUATION. THE SERVICES ARE NOT MEANT AND SHOULD NOT BE CONSTRUED AS ADVICE OR USED FOR INVESTMENT OR OTHER FINANCIAL PURPOSES.

## **5. Personal Data Processing**

- 5.1. While accessing the Services we will process your personal data. You can find information on the processing of personal data in our [Privacy Policy](#).

## **6. Final Provisions**

- 6.1. These Terms constitute the entire agreement between you and FTMO governing your access to and use of the Website and the Services and supersede all prior agreements regarding its subject matter.
- 6.2. Any legal relations established by these Terms or related to them, as well as any related non-contractual legal relations shall be governed by the laws of the Czech Republic. Any dispute that may arise in connection with these Terms and/or related agreements will fall within the jurisdiction of the Czech court having local jurisdiction according to the registered office of FTMO.
- 6.3. These Terms were published and are effective as of August 8, 2023.