



## Terms of Sales - Hedge4

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### **Between Trademaster Consulting SRL “The Distributor” and Clients:**

The following terms and conditions apply to the sale of all product versions of Hedge4. The Distributor retains all ownership to the Software and all its components. All licences granted are under the provisions of the current EULA.

By purchasing a Hedge4 license the Client confirms that he has read and agrees to the following Terms of Sales.

The functionality of the Hedge4 software is to aggregate different prices from different sources by using the MetaTrader 4 Trading Platform and its Expert Advisors (EA) technology. Hedge4 can analyze the prices and automatically trigger buy, sell and close orders. Hedge4 allows different settings. Hedge4 does not (cannot) guarantee and is not responsible for the quality or price of actual execution by the broker.

### **1. Rights**

By purchasing a licence, the client purchases the right to use the software according to the specifications and for the period determined. All intellectual property rights remain with The Distributor. The customer must take appropriate measures to ensure that the products will only be used according to license agreements (EULA). This especially applies to the protection against illegal copying and/or use of the software.

### **2. Warranty & Guarantee**

The Distributor does not offer Warranty or Guarantee of any kind. All transactions are being done at the clients own risk. Every client is advised to test all applications with demo accounts before using them with real money accounts and transactions. If any problem is found the client shall notify The Distributor and wait for response. A remedy can not be guaranteed.

### **3. Payment and Payment Options**

All purchases are final and made according to the current price list and conditions. There are no refunds. Payment options may include a one time purchase price and/or a monthly subscription fee. If any due payments are not made according to the individual agreement, The Distributor may use its technical options to interrupt the usage of the license if payments are overdue for 7 days or more. Clients have no right to demand any indemnification whatsoever for damages or losses, real or potential incurring from the interruption of the functionality of the software due to no or late payment. Clients who are late with any due payment are not entitled to receive updates, support or new versions of the software. All monthly subscription fees must be paid in advance.

### **4. 4-Months License**

The 4-months license is granted for a limited time of 4 months and consists of a one-time license fee.

### **5. 2-Year- License**

The 2-Year License is granted for a limited time of 2 years and requires a one-time license fee.

### **6. Full License**

The Full License is granted for unlimited time and consists of one-time license fee and no further monthly subscription fees.

### **7. Upgrades**

Any license can be upgraded to a 2-year or Full License at any time by paying the difference in License fees. The paid one-time purchase price will be credited towards the current price of the different license. Paid subscription fees will not be credited.

### **8. Updates**

It is the sole discretion of the Distributor to provide free updates or against charge. New releases in general include bug fixes and useful changes and possibly new functionalities. Clients have no rights to demand free updates or modifications other than bug-fixes.



New versions of the trading platform Hedge4 or any additional software or tools are not considered updates but rather new products that have to be purchased at their regular list price. There may be discounts available for existing clients. Clients that overdue payments are not entitled to receive updates or support.

### **9. Replacement of License**

Licenses are granted to one person or organization to be used on one single computer (workstation) for one concurrent session only. A transfer of a license including the computer is possible and has to be reported to The Distributor via confirmed email. The report has to contain the name and address, email and contact numbers of the new buyer. The client has to make the new owner aware of the license conditions expressed in the Terms of Sales and the EULA. The new owner has the same responsibility towards paying and receiving payments from and to The Distributor its affiliates or brokers.

If for any reason the computer or workstation that the licensed software is running on has to be changed the client can demand a new license and Activation Code and is obliged to de-install the "old" license and Activation Code from the "old" computer by using a special software tool (De-installation Tool) as instructed by The Distributor. The client is responsible for all damages which result from a violation of the copyright instructions or illegal use.

### **10. Activation Code**

Every License has to have a valid Activation Code to properly run the platform. License users have to renew the activation code after their subscription period is over. Full License clients may have to renew the Activation Code with every new version or release. The new Activation Code will be provided automatically ahead of time with a valid subscription. The Distributor will provide a new Activation Code before expiration of the prior Activation Code. In case of overdue payments The Distributor is entitled to withhold the new Activation Code until the payment was made.

Note: The Hedge4 software checks the current date and time on an internet server once when it is started. The internet connection must be on in order for the platform to start.

In case the representative of The Distributor cannot send an Activation Code because of accident, death or any other incident such as force majeure the client can send an email to: [info@hege4.com](mailto:info@hege4.com) to receive a new code. To receive the new code the client must send a copy of the initial Email with his License code and demand a new Activation Code.

### **11. Warranty and Limitation of Liability**

The warranty period, if permitted by law, is defined as a period of 30 days from the point of the first provision of the service. Within this period, the customer has the right to insist on correction of faults or replacement in the case of liability on the part of the vendor. Liability is defined as the absence of, or the incorrect working of a guaranteed function, but not as the suitability for a particular application. Before the conclusion of the contract, the customer has to check, for judicial and other reasons, if the purchased software is suitable for the planned purpose.

Especially for technical reasons, it can not be guaranteed, that all computers will be suitable without any exceptions or errors. Advanced antivirus and firewall technologies as well as special network structures can reduce the connection quality in some cases. This behaviour has to be tested by the customer during the test period and is not a fault.

If The Distributor is not willing or able to remove the faults or deliver a replacement or the process fails for other reasons, the customer has the right to insist on revoking the contract or receiving an appropriate rebate on the purchase price.

Neither The Distributor nor any of its employees and licensors shall be liable for any damages caused by the software, including but not limited to indirect, incidental, special or consequential damages, or damages for loss of profits, loss of savings, revenue or data incurred by customers or any third party, even if the developer has been advised of the possibility of such damages. In cases where state or country law does not allow such limitation the liability shall in any case be limited to the price paid for the license.

### **12. Data Protection**

The customer's data will be stored in the form of name and address of the residence and business



location respectively for internal use.

### 13. Client Risk Acknowledgement

The Client agrees to purchase one software license of "Hedge4". This software intends to facilitate online trading only in connection with the MetaTrader 4 © trading platform and Expert Advisors (EA).

The client acknowledges and understands that online trading in general, using financial instruments such as Forex, CFDs, Futures, Stocks, Options and other leveraged products can be extremely risky and may result in losses even higher than the initially deposited capital and that he may have to pay for the additional losses. These financial instruments may not be suited for everybody and therefore we advise all clients to make sure they understand all risks and seek independent advice.

The client acknowledges and understands that the software Hedge4, especially installed in different software environments such as operating systems, drivers and other software can be malfunctioning and that The Distributor is not taking any responsibility for any real or potentially incurred losses or damages caused in conjunction with the software or the handling of such. The client acknowledges and understands that online trading bears additional risks such as hardware, software, internet connection failure, broker manipulation or intervention or wrong handling/usage by the client. The client acknowledges and understands that the software itself has different settings and adjustment possibilities. Wrongful setting and handling of the software can result in substantial losses.

The Distributor strongly advises the client to study all manuals and guides and trade on demo accounts until the client has familiarized himself with all functions and settings of the software and the affiliated systems. The client acknowledges and understands that all the above risks and other risks can lead to substantial losses and the client agrees not to demand any kind of remedy whatsoever from The Distributor. The client hereby confirms that he was given a timely limited but fully working trial version of the software to be tested before it was sold and that he was not permitted to use the trial version in connection with real money accounts. The client hereby confirms that he has been told and explained that there might be differences in trade order executions between demo and real money accounts.

The client confirms that he has read and understood and agrees to all the above including the EULA and the Terms of Sale and that in no case he will demand any kind of financial remedy from The Distributor.