

## Small Print



Click to see our A+ Rating



We reserve the right to refuse service to anyone for any reason at any time.

We are PCI compliant for all online payments and we do NOT store credit card numbers.

### **Privacy Policy:**

We are committed to protecting our customers' personal and financial information. In the course of providing you with our services, we need to collect and maintain certain nonpublic personal information about you. This Privacy Statement answers some questions about what nonpublic personal information we collect, what we do with it, and how we protect it.

We do not sell your personal information to anyone. We do not keep your credit card number.

We collect nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms
- Cookies may be used to track our Strategic Partners referrals
- 

We do not disclose any nonpublic information about you or former customers to anyone except as required by law.

We restrict access to your nonpublic information to those employees who need to know that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards to protect nonpublic personal information.

### **Refund Policy:**

Our refund policy is "**NO REFUNDS**". Why?

### **Software:**

In the case of our software our subscription fee is charged in advance (not in arrears) so when a client goes into the next billing date we will have already paid for the data feed for that client for the next month since we buy data feed in bulk. This allows us to bundle the data feed cost into the cost of our software and you do not need to pay that as a separate item.

### **Training:**

Training is the exchange of intellectual property that we have paid tens of thousands of dollars to accumulate. Once any paid training starts we cannot extract that out of your brain.

## **ProAct Traders LLC**

### **Subscriber ‘TERMS AND SERVICES’ agreement**

ProAct Traders LLC and Forex Target Trading LLC (hereafter called the Provider) provide services to the retail Forex market.

These services include a software program with proprietary charting templates, copyrighted trading methodology and training classes designed to show high probability setups. They are not however, a trading predictor and therefore the setups are simply that and not a trade. They are simply a guide to current and past market activity only. The subscriber wishes to access this software and use the proprietary information but agrees that any decision to take a trade is theirs alone and hold harmless the Provider.

### **DISRUPTION OF SERVICES**

The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. The Provider shall not be liable for any inconvenience, loss, potential lost profits, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the software or training services; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. Subscriber specifically acknowledges there is

no 100% guaranteed up-time due to the fact that servers are involved and are beyond the control of the Provider.

## **CONTENT AVAILABILITY**

The Provider reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

The Provider or its suppliers may discontinue or make changes in the information, products, or services described herein at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and the Provider does not undertake any obligation or responsibility to update or amend any such information. The Provider reserves the right to terminate any or all website information, offerings or transmissions without prior notice to the user. Furthermore, by offering this website and information, products, or services via the website, no distribution or solicitation is made by the Provider to any person to use the website or such information, products, or services in jurisdictions where the provision of the website and such information, products, services is prohibited by law.

The subscriber wishes to access this proprietary information but agrees to hold harmless the Provider.

## **LIVE TRAINING SERVICES**

Provider also offers subscriptions to live training rooms. The training rooms are not trading rooms and any information that is discussed is not to be construed as trading advice. We have a specific methodology which, by nature must be discussed in terms of immediate and/or future possibility, but that is not to be construed by a trader as advice or calling a trade.

The training rooms may be closed from time to time due to the trainers' schedules, technical difficulties, weather-related interruptions, etc. There is no provision for any credit should this occur since the Provider is within its rights to operate in the way that is best for its long term goals. Whenever possible we intend to provide multiple notifications of such closings, but as noted above, services can be changed from time to time at the discretion of the Provider.

The policy for all of our contracted services is "NO Refunds" due to the intellectual transfer of services that takes place. This is noted on our web site in multiple places.

ProAct Traders observes all USA bank holidays as well as New York Stock Exchange holidays.

| <b>Stock Market Holidays</b>              |
|---|
| New Year's Day                            |
| Martin Luther King Jr. Day                |
| Washington's Birthday/<br>Presidents' Day |
| Good Friday                               |
| Memorial Day                              |
| Independence Day                          |
| Labor Day                                 |
| Thanksgiving Day                          |
| Christmas Day                             |

### **Cancellation policy**

Our charting service is paid forward and therefore, we require a 5 day cancelation notice PRIOR to your subscription due date. We will gladly stop all billing with adequate notice. Any customer who fails to cancel within this time frame is subject to the next month's billing since we pay

for data feed in advance. We have a no refund policy after that 5 day period but will gladly terminate any customer prior to their due date.

### **Registration Data and Privacy**

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

### **Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

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### **Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

### **Intellectual Property Information**

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### **Accuracy of Information**

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reliable for use in making actual investment decisions. ProAct Traders is a distributor (and not a publisher) of content supplied by third parties.

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### **Investment Decisions**

You assume all risk associated with investment decisions made on the basis of information contained on this web site. It is our policy to never advocate the purchase or sale of any individual investment vehicle. You should also understand that ProAct Traders, its third-party providers and their respective officers, directors and employees may be active investors in the market and may or may not have open positions in any investment vehicle mentioned on this website. Prior to the execution of a trade, you are advised to consult with your broker or other financial representative to verify pricing and other information. ProAct Traders, its third-party providers, and/or content partners shall have no liability for investment decisions based upon information found on this web site. The subscriber wishes to access the live training rooms and agrees to the above.

You can cancel your chart subscription at any time with at least **5 days written notice** and that will stop the next billing. **Subscriber understands and accepts.**

The Subscriber 'TERMS AND CONDITIONS' agreement can be amended by the Provider, without notice, from time to time.

**DISCLAIMER AND LIMITATION OF LIABILITY**  
TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL,

INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE PROVIDER SITES AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

EXCEPT AS OTHERWISE REQUIRED BY LAW, THE PROVIDER WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH THE PROVIDER DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A STATE, COUNTRY OR JURISDICTION THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

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opinion in a live training room or posted anywhere in the internet world is subject to change at any time. Nothing in this website or live training room should be construed as a solicitation to trade in the Foreign Exchange market. If you are considering trading in the Foreign Exchange market before you trade make sure you understand how the spot market operates, be thoroughly familiar with the operation of and the limitations of your trading system, charts and brokers platform on which you are going to trade.

CFTC RULE 4.41 Hypothetical or simulated performance results have certain limitations unlike an actual performance record; simulated results do not represent actual trading. Also, since the trades have not been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profit or losses similar to those shown.

