Terms of use

The terms "Trade Sense LTD” or "us" or "we" refer to the owner of the website whose registered office is 17th Floor, JKUAT Towers (Formerly ICEA Building) Kenyatta Avenue, P.0 Box 1530-00606, Sarit, Nairobi, Kenya. The term "you" or "user" refers to the viewer or user of our website.

These Website Terms of Use ("Terms") apply to the entire contents of this website under the domain name www.tradesense.co.ke ("Website") and to any correspondence by email between us and you. Please read the following terms and conditions carefully before using this Website. You may wish to print a copy for future reference. We reserve the right to change these Terms from time to time; this will normally be where changes in legislation or regulations take place. You will be notified of such changes taking effect via our website.

Using this website indicates that you accept these Terms regardless of whether or not you choose to register with us. If you do not accept these Terms, do not use this Website. If you have any questions, please contact info@tradesense.co.ke

Through our website property, we provide you with access to a variety of resources to which these Terms relate. If you are looking to be provided with our Money Management services, please to review our Forex Account Management Agreement.

1. IMPORTANT LEGAL NOTICE

The use of this Website is subject to the following terms of use:

1.1 Use of this Website

1.1.1 You may access certain areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.1.2 By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

1.1.3 We may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the current legal notice as it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of this Website.

1.2 License

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1.2.2 Subject to clause 1.2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Trade Sense LTD’s prior written permission.

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1.4 Service access

1.4.1 While we endeavor to ensure that this Website is available 24 hours a day, we shall not be liable if for any reason this Website is unavailable at any time or for any period.

1.4.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

1.4.1 If a fault occurs, please report it by email at info@tradesense.co.ke

1.5 Registration

1.5.1 Each registration is for a single you only. Trade Sense LTD does not permit you to share your name and password with any other person nor with multiple users on a network.

1.5.2 Responsibility for the security of any passwords issued rests with you.

1.5.3 Please see our Privacy Policy for details of what information we collect from you and why.

1.5.4 In the process of completing your registration, you may have provided us with your Money Management account details. We will have access to your financial information either through your trading account opened with any third-party financial institution ("Third Party Broker") or when trades are transmitted directly from your trading terminal to your Broker. This information is provided solely by your Third-Party Broker and not us. You agree not to hold us liable for any loss or damage of any sort incurred as a result of such dealings with any services or information provided by your Third-Party Broker.

1.5.5 By connecting your trading account(s) to Trade Sense LTD you expressly grant us the irrevocable right to monitor and evaluate your trading activity in such trading account(s) by means of our own evaluation methods. In connection with such evaluation methods, you expressly grant us the right to display the calculations as per our own calculations in a way that does not enable third users to replicate your trading strategy without your prior consent.

1.6 Disclaimer

1.6.1 While we endeavor to ensure that the information on our website(s) is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

1.6.2 The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

1.7 Liability

1.7.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of Trade Sense LTD's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

1.7.1.1 this Website;

1.7.1.2 the use, inability to use or the results of use of this Website;

1.7.1.3 any websites linked to this Website or the material on such websites;

1.7.1.4 your downloading of any material from this Website or any websites linked to this Website; or

1.7.1.5 viruses that may infect your computer equipment, software, data or other property on account of

your access to, use of, or browsing this Website.

1.7.2 Nothing in this legal notice shall exclude or limit our liability for:

1.7.2.1 death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

1.7.2.2 fraud; or

1.7.2.3 misrepresentation as to a fundamental matter; or

1.7.2.4 any liability which cannot be excluded or limited under applicable law.

1.7.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

1.8 Materials Provided to Trade Sense LTD Or Posted to Its Website

1.8.1 We do not claim ownership of the materials the user provides to us (including feedback and suggestions) or post, upload, input or submit to any services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") the Submission, the user is granting us necessary sublicensees permission to use the user's Submission in connection with the operation of our Internet businesses (including, without limitation, all the services offered on our website(s)), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the user's Submission; to publish the user's name in connection with the user's Submission; and the right to sublicense such rights to any supplier of the Services. No compensation will be paid with respect to the use of the user's Submission, as provided herein. We are under no obligation to post or use any Submission the user may provide and we may remove any Submission at any time in its sole discretion. By Posting a Submission, the user represents to own or otherwise control all of the rights to the user's Submission as described in these Terms of Use including, without limitation, all the rights necessary for the user to provide, post, upload, input or submit the Submissions.

1.8.2 In addition to the representation set out above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), the user represents that (a) the user is the copyright owner of such Images, or that the copyright owner of such Images has granted the user permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of the user's use and as otherwise permitted by these Terms of Use and the services; (b) the user has the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, the user is granting (a) to all members of the user's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the services, other than a private community), permission to use the user's Images in connection with the use, as permitted by these Terms of Use, of any of the services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the user's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the services. The licenses granted in the preceding sentences for Images will terminate at the time the user completely remove such Images from the services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time the user completely remove such Images. No compensation will be paid with respect to the use of the user's Images.

1.9 Links to and from other Websites

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third-party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about, any material found within or any results that may be obtained by using, them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

2. Governing law and jurisdiction

This legal notice shall be governed by and construed in accordance with the laws of Kenya. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the courts of Kenya.

Any queries or comments about this Website should be directed to us via email at info@tradesense.co.ke

3. TRADE SENSE LTD NETWORK

3.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

3.2 You are prohibited from posting or transmitting to or from this Website any material:

3.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, harassment or inconvenience; or

3.2.2 for which you have not obtained all necessary licenses and/or approvals; or

3.2.3 which constitutes or encourages conduct that could be considered a criminal offence, could give rise to civil liability or is otherwise contrary to the law of, or infringes the rights of any third party in, Kenya or any other country in the world; or

3.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.3 You may not decompile, reverse-engineer or disassemble any part of the Website or its contents or any software used in connection with the Website.

3.4 You may not misuse this Website by hacking or to send or distribute multiple unsolicited junk emails or messages, chain letters or otherwise to interface with or disrupt the service or the networks through which you have access.

3.5 You may not use this Website for any commercial, profit-making or re-sale purposes, including the systematic extraction and/or re-utilization of any part of a service or its content.

3.6 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause 3.2.3 or clause 3.2.4 of these Terms.

3.7 You acknowledge that there is a risk that the Website may knowingly contain incomplete, incorrect, inaccurate, misleading and/or false information.

3.8 You shall not upload, post or otherwise make available on www.tradesense.co.ke any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By

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4.1 No content at Trade Sense LTD is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any information provided by us to be a substitute for professional financial advice.

4.2 If you choose to engage in transactions based on our content, then such decisions, transactions and any consequences flowing therefrom are your sole responsibility.

4.3 All performance claims found on www.tradesense.co.ke about trading systems or strategies must be regarded as hypothetical.

5. TERMINATION

5.1 Following registration as a user, the services will continue in force until terminated by you or us. Either you or us may terminate the services for any reason by providing thirty (30) days prior written notice of termination to the other party. We may terminate the services for cause effective immediately upon written notice of termination to you by email in the event of any breach of these Terms by you.

5.2 On termination of the services, the right of User to access the services under these Terms will be withdrawn and the respective user account will be deleted.

5.3 We may terminate the services if a user commits a material breach of these Terms.

6. INDEMNITY

6.1 You will indemnify us against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of these Terms, negligence, willful default or fraud.