

Legendary EA

Regulated Experts in Forex Trading

Terms and Conditions Legendary EA

Introduction

Legendary EA (“LEA”, or “company”) is legally incorporated as an online marketing company (Spanish N.I.F 76867277N, epigraph I.A.E. 751/2) for the only purpose of promoting services, products and facilities related to trading financial instruments, management of capital and professional economic advisory all of which will be provided by third party partners. Investors shall be contracting to the Investment Fund Bonetti Financial, gmbh –Wiesenstrasse 8 8008 -Zürich-Schweiz– www.bonettifinancial.ch– info@bonettifinancial.ch – License number: 2448 (ahead “Bonetti”, “Bonetti Financial”, “Provider”, Investment Fund”), which is by all legal effect the actual manager of the capital invested by clients **Legendary EA** introduces.

The Company reserves the right to promote brokers that provide the Multi-Account-Manager (**MAM**) accounts through which capital is managed previous approval given by the Investment Fund. **Legendary EA** does not have any legal connection to the broker it endorses; any information published on the website is provided in good faith. The promotion of endorsed brokers is executed as Introducing Brokers only (*Affiliates, IB*); thus **Legendary EA** makes no representation on the accuracy of the information therein contained nor is responsible for any action and/or omission of such brokers.

Any information published by the company on the websites legendaryea.com, www.marketsdomination.com or any other to be developed in the future (from now on “websites”) has been previously contrasted and authorized by the respective contracted partner which legal regulation permits it. Consequently, **Legendary EA** makes no representation on the legality or economic suitability of the information published and/or of the associated products and services in any given jurisdiction;

moreover, the company is under no circumstances obliged to constantly monitor the legal status of such third parties, thus bears no legal nor economic burden of liability for changes in conditions and regulatory scopes that may occur to them.

Legendary EA is committed to provide complete and transparent information with regard to the advantages and disadvantages as well as the risks and securities related to the services and products advertised on the website. Explicit warning is given to members, clients and investors of **Legendary EA** and or introduced to the corresponding providers. Any published reference to previous statistical performance records achieved on the private trading accounts of members of **Legendary EA** and/or any of the introduced investors, as well as to that related to expected profits and potential drawdowns figures is given in good faith and shall not under any circumstance be regarded as inductive to invest in the advertised services or products. Users of the advertised services and products should be aware of the substantial risks implied in trading financial markets and of the fact that previous performance is not indicative of future results. Seeking independent professional advisory is strongly advised

Read and agree upon the following **Terms and Conditions** is compulsory for the provision of the services and products advertised on the website by **Legendary EA**.

Services and Providers

The services, products and facilities (from now on “services”) advertised on the websites include but are not limited to:

- 1. Chart Broadcasting.** This service refers to the live broadcasting of price charts of different financial instruments through a web-based application whereby viewers are enabled to improve their understanding on the use of technical tools for manual trading such as indicators, channeling, price cluster building, seasonality period constructions, etc. Chat broadcasting is provided by **Legendary EA** directly and/or by any third party by it authorized and does not constitute a financial advisory. It is provided as courtesy for **Legendary EA** members. The company explicitly warns viewers that the information therein is not presented as suggestions for placing trading positions of any kind; thus it makes no representation on its accuracy.
- 2. Written Signals.** This service refers to the provision of indications of possible future price action that are present in a written format on a web-based table/application. It is provided by **LEA's** consultants as courtesy and shall not be regarded under any circumstances as suggestions for placing trading positions of any kind; thus the company makes no representation on its accuracy. Users are required to seek for independent advisory when following such signals.

3. **Live Webinars.** This service refers to the hosting of web-based presentations held by **LEA's** consultants on scheduled occasions for viewers to achieve a better understand of the dynamic forces behind financial markets and it is provided as courtesy. The company explicitly warns viewers that the information therein is not presented as suggestions for placing trading positions of any kind; thus it makes no representation on its accuracy.
4. **Educational Tools.** This service refers to videos, articles and other document intended to introduce inexperienced traders into financial markets as well as experienced ones into deeper and more complex theories of price action prediction. It is provided by **LEA's** consultants as courtesy. The company explicitly warns users that the information therein is not presented as suggestions for placing trading positions of any kind; thus it makes no representation on its accuracy.
5. **Capital Management.** This service refers to the different products and memberships through which investors are able to allocate their funds to be collectively administrated by an expert trader via Multi-Account Management accounts also known as **MAM**. All used **MAM** accounts are regulated; regulation is granted by **Bonetti Financial gmbh** -Wiesenstrasse 8 8008 -Zürich-Schweiz- www.bonettifinancial.ch - info@bonettifinancial.ch - License number: 2448) to an expert traded contractually bound to the **Legendary EA** (also known as “umbrella regulation”). MAM accounts are provided by Swissquote Ltd. (Boston House, 63-64, New Broad Street, London EC2M, 1JJ, Regulated under UK F.C.A with registration No. 652170-address of the F.C.A is 25 The North Colonnade, Canary wharf, London E14 SHS) to the Investment Fund.
6. **Financial Advisory.** Investors introduced by **Legendary EA** can request financial advisory provided by Bonetti Financial directly or by a third-part consultant under hired by **Legendary EA** under the supervision and authorization granted by the latter in order to build a portfolio that best suits the needs of the investor. In the process of structuring a personalized balanced portfolio, Investor will be explained about the different accounts and memberships advertised by **Legendary EA**. This service is provided to all introduced investors as courtesy. Investors are the ones who decide upon the best alternatives presented. Any further request may require additional costs to be charged by **Bonnetti Fiancial** directly. **Legendary EA** reserves the right to modify the aforescribed cost structure at any time; however, any of such changes require sufficient notice to existent and potential users in order to become binding.
7. **Social network.** **Legendary EA** provides its clients the possibility of accessing ay social networks by it created on different web-based channels. Users are required to give it a rightful use at all times. LEA reserves the right to unilaterally stop the provision of this service to those users who violate the User's **Terms and Conditions**.

Accounts and Memberships

Capital management shall be performed through regulated **MAM** accounts **Legendary EA** available via three (3) types of account and seven (7) memberships, i.e., “Turbo”, “Pilot” and “Legend”, as well as “Monthly”, “Quarterly”, “Semi-Annual”, “Annual”, “Vitalis” and “Vitalis Plus” respectively.

- *Accounts*

Turbo.

The “**Turbo**” account requires a previous and recurring payment that varies depending on the type of hired membership. Minimum initial investment is decided by the Broker and currently stands for **One Thousand USD (\$1,000 USD)**. Realized profit shall not be shared with the manager (no performance fee).

Pilot.

The “**Pilot**” account requires a previous and recurring payment that varies depending on the type of hired membership. Minimum initial investment currently stands for **Five Thousand USD (\$5,000 USD)**. Realized profit shall not be shared with the manager (no performance fee).

Legend.

The “**Legend**” account does not require any previous nor recurring payment, but a minimum initial investment of **Ten Thousand USD (\$10,000 USD)**. Thirty percent (30%) of the realized profit shall be shared by the investor with the manager on regular basis (performance fee applies). Membership categorization does not apply for this account.

- *Memberships.*

Memberships grant the investor a period-based access to the corresponding account booked, i.e., recurring payment shall proceed upon expiry of the respective period. Duration and account availability of the hired memberships are described on the table below:

Type of Membership	Duration/Recurring Payment	Account Availability
Monthly	1 Month	1 Account
Quarterly	4 Months	1 Account
Semi-Annual	6 Months	1 Account

Annual	12 Months	1 Account
Investor	12 Months	All Accounts
Vitalis	Lifetime	1 Account
Vitalis Plus	Lifetime	All Accounts

Legendary EA reserves the right to change conditions such as minimum investment required, types and duration of accounts and memberships and their duration at will for incoming investors once those new conditions are published on the Websites. Any modification of conditions to existent investors require their previous consent; however, the company reserves the right to unilaterally end all contractual bounds to those investors who may not agree to new or modified conditions, without having to compensate investors.

Costs and Prices

Services advertised by **Legendary EA** on the website are subject to the following fees:

- 1. Recurring License.** Investors who select the **Turbo** and/or **Pilot** account(s) are required to pay in advance a license fee for the right to connect their funds to the respective **MAM** accounts in accordance to the table below:

Type of Membership	Type of Account	
	Turbo (in USD)	Pilot (in USD)
Monthly	199	149
Quarterly	549	399
Semi-Annual	749	549
Annual	1,249	949
Investor	1,499	1,199
Vitalis	1,049	
Vitalis Plus	1,249	

- 2. Performance Fee.** Performance fee refers to the percentage-based amount of the realized profit that shall be deducted by the broker directly from the investor's trading account to be wired to the Investment Fund upon expiry of every agreed period.

Currently, the performance fee corresponds to Thirty Percent (30%); deduction of fees shall take place every three (3) months counting from the moment the invested funds are connected to the corresponding **MAM** account, or earlier in the event the investor decides to stop such connection

and/or closes their trading account. Deducted and paid performance fees shall not be accounted for the calculation of future deductions (*no "compounding applies"*); and in under no circumstances are reimbursable.

3. **Spread and Broker's Commission.** Investors are required to pay a spread and/or commissions for every trading positions placed on the respective **MAM(s)** account(s) *a pro rate* of the percentage that corresponds to their invested funds in contrast to the overall funds managed of the **MAM(s)**. The broker is free to include their commission on the spread or not. Such costs are entirely kept by the broker and are under no circumstances reimbursable.
4. **Markup.** Investors are required to pay a commission of up to Four (4) pips for every lot traded on the respective **MAM(s)** account(s) on round-trip bases (once each positions are closed). Such amount shall be charged by the broker upon each traded position and wired to the Investment Fund on monthly basis. Under no circumstances are markup fees reimbursable.
5. **Additional fees.** Investors may be required to pay additional fees for specific requested services provided by the broker and/or the Investment Fund for which **Legendary EA** is by no means responsible. The amount of such additional fees is available on the broker and Investment fund's websites respectively.

Risk and Profit Expectation

A successful trading experience is only achievable by educated, emotionally self-restrained and well-trained traders. The company explicitly warns users of the written signals that they only constitute an indication of a trading scenario where statistical analysis indicates a higher winning probability; therefore they are not intended to be followed blindly. Trading financial instruments carries substantial risks, and it may not be suitable to all audiences; moreover, risks of losing more than the invested capital do exist. Investors should not allocate more funds that they are willing to lose. Independent professional consulting is strongly advisable. These Terms and Conditions should be understood together with the **Risk Disclosure** document.

Legendary EA, its representatives and providers expressly disclaim any liability for damages that may result from trading the written signals provided to its members. Users of the written signals, as well as of the services while being in complete control of their own trading account are responsible for managing their own risk. The company is free to decide on the provision of any recommendations on risk management or compounding techniques to its customers; however, such information is only provided as courtesy and does not constitute a provision of any financial advisory service. Unless explicitly undertaken, **Legendary EA**, its representatives and providers expressly disclaim any liability for damages that may result from reliance on any information provided in relation to risk management.

Performance records of privately owned trading accounts, any statistical analysis and predictions, as well as published figures related to drawdown and expected profit are presented in good faith and should by no means be regarded as warranties of future results nor as an inductive guidance to invest in financial instruments or in any related product. Users of the services provided by **Legendary EA** should acknowledge that actual performance may be subject to several factors such as market conditions, the amount of hours applied for trading, the number of tradable pairs made available by the respective broker, internet and other technical functioning, price execution, etc.

Investors whose capital is managed through a **MAM** account, i.e., subscribers to one or more of the accounts advertised on the website should acknowledge that actual results are not and cannot be in any form guaranteed; thus they are required to independently decide upon the risks they would bear. Investors are required to analyse actual performance over a sufficiently long period before reaching out to any conclusion about the suitability of the given product(s) due to the rapidly changing market and other related and unrelated conditions.

Complexity of Services and Multi-Party Provider

The provision of all services advertised on the website(s) is complex in nature and imply the involvement of different parties such as outsourced suppliers and contracted parties, including but not limited to developers, programmers, website and server hosting companies, marketers, broker(s), investment fund(s), etc. When applied, liability shall by no means be regarded as subsidiary.

As an online marketing company, **Legendary EA** is in charge of the following tasks:

- Promote the services offered on the website;
- Provide related information;
- Create a social network of investors, traders and users;
- Create and manage a network of affiliates;
- Manage the first registration of members and investors;
- Process payments of licenses through third parties;
- Connect subscribed members and investors to the broker and the regulated investment fund;
- Nominate traders and expert market analysts to be authorized by the regulated investment fund as managers of the mam accounts;
- Hire professionals for the provision of services for which regulation is not required (no representation is made about regulatory requirements under certain jurisdictions);
- Any other related to the promotion of the services advertised on the websites.

The broker is in charge of the following tasks;

- Provide the mam accounts required by the regulated investment fund;
- Process the registration of investors and deposits of their respective trading accounts;
- Connect the authorized funds to the corresponding mam account;
- Any other related to the price quoting, price liquidity, trading platform, etc.

Users of the “capital management” service are required to comply with requirement made by all parties involved. Any information provided by **Legendary EA** with regard to brokers and/or to any other party involved in the provision of services advertised on the website is presented in good faith; however, **Legendary EA** is not owned nor controlled in any fashion by such mentioned parties, thus is not responsible for any service provided by brokers to its customers and will remain neutral before any dispute that may arise between such parties.

The provision of free services as compensation for using the tracking link of any of the recommended brokers falls within the discretion of the company and shall be regarded as any extension nor undertaking of liability.

Legendary EA makes no representation regarding the correctness and/or legality of any service, information or behavior provided and/or performed by any broker and/or third party involved in the provision of services thus expressly disclaims any liability for damages that may results from any dishonest, unethical and/or criminal practice against any customers on the part of any broker, including but not limited to price manipulation, denial of withdrawal requests, or any other unscrupulous behavior.

Reimbursement Policy

Recurring license fees are the only reimbursable expense available. Duration and conditions of refunds depend on the type of account and membership selected by the investor, in accordance to the table below:

Type of Membership	Type of Accounts	
	Turbo (in Days)	Pilot (in Days)
Monthly	5	7

Quarterly	9	14
Semi-Annual	14	21
Annual	21	28
Investor	21	28
Vitalis & Vitalis Plus	30	45

Refund Claims must be submitted in writing email to (legal@legendaryea.com), and shall only be processed if no such action has been initiated before the used payment processor. Processing of claims may take up to seven (7) full working days. Deadlines for valid claims are counted in natural days.

The reimbursement of paid fees for memberships of the Turbo account may carry the loss of all generated profit that has not been withdrawn as compensation, in addition to two (2) times the ever charged mark-up; all of which may be deducted by the *Broker* directly from the applicant's account and in accordance to the submitted **Power of Attorney (PoA)**; or deducted from the requested fee by **Legendary EA**.

The reimbursement of paid fees for memberships of the Pilot account carries the loss of all generated profit that has not been withdrawn as compensation. Such amount will be deducted by the *Broker* directly from the applicant's account and in accordance to the submitted **Power of Attorney (PoA)**; or deducted from the requested fee by **Legendary EA**.

Any of such deductions shall proceed in the event **Legendary EA** perceives an abusive conduct on the investor as deterrent of such behaviour among others. Trading fees and commissions to be charged by the *Broker* may change in the event that the introduced investor continues to trade his account manually and after having been unplugged from the respective **MAM** account(s).

The above stated periods are also applicable in the event of offers being taken by investors. **Legendary EA** reserves the right to change the refunding periods at will for new investors upon the only condition of publishing the new periods on the website; as for existing investors, any of such modifications shall not apply.

Subscription and Cancellation

Investors subscribing through credit card or any of the e-wallet payment methods available agree on engaging into a 1-year contract. Fees shall be paid on period-basis depending on the type of subscription booked. Investors are free to cancel their subscription (*i.e. contract*) at any given time without prior notice to **Legendary EA**. However, failure to cancel the subscription on time will lead to the payment of a subsequent period, without the right of claiming for any refunding beyond the stated period.

Investors subscribing through any alternative payment method, including but not limited to the direct bank wire, money transfer or any other available method agree on manually renew their membership on period-basis.

Shall the Investor decide to use any of the tracking links to open an account and deposit with any of the recommended brokers agree on: (i) not-withdrawing the deposited money without having traded; (ii) verifying their trading account with that particular broker within 14 days after registration.

Failure to comply with the aforementioned conditions and/or any behavior that may lead to the cancellation of the trading account by the selected broker and the non-payment of the referral commission (**CPA**) to **Legendary EA** shall result in the cancellation of the services provided by the later and the direct payment of the required fees by the customer.

Extemporaneous Reimbursement Requests

Legendary EA explicitly warns investors that it shall not consider extemporaneous claims of refunding the paid recurring licenses fees. Investors subscribing to the services advertised on the website and who consent to these Terms and Conditions explicitly agree on not initiating any dispute before the selected payment method provider aiming at the chargeback of the paid fees.

In the event of any technical malfunctioning of the Site that could lead to the unfortunate trading performance of its customers, **Legendary EA** shall at its sole discretion extend the paid license during a fair and reasonable time period. The extra credit must always be requested by the unsatisfied customer.

Customer Support

The personal account manager service offered on the website does not constitute a financial or trading advisory service. **Legendary EA**, its representatives and employees explicitly disclaim any liability for damages incurred by any communications issued by its personal account managers, or that provided by our agents or employees.

Legendary EA reserves the right to add or change the personal account representatives and agents available, at any time, and without prior notice given. **Legendary EA** may also use aliases for its personal account managers, and alter or control the identifying information of such representatives.

Technical Malfunction and Outsourcing of Technical Facilities

Legendary EA warns its customers that online trading involves many interrelated systems, including hardware, software, telephone, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the performance of the services offered through this website.

Legendary EA reserves the right to outsource on third parties the functioning of technical facilities, including but not limited to the trading platform required to run automated systems, the provision of price or any other automatized software and/or to allow manual trading replication.

Legendary EA, its representatives and providers expressly disclaim any liability for damages that may result from the malfunctioning of the internet, computing systems, software, trading platforms, and/or any other technological facility, including but not limited to any related components operated directly by **LEA**, or totally and/or partially outsourced onto third parties.

Special Offers Conditions

Legendary EA reserves the right to freely launch public offers and /or more benevolent conditions directed at increasing the amount of investors. **Legendary EA** is free to extend such special new conditions to its existing investors. In all cases must existing customers request for such extension. Failure to request and/or the decision of not extending special promotional conditions to existing investors shall not entitle the latter to any sort of compensation.

Liability Disclaim

Legendary EA, its owners, directors, agents, software providers, employees, marketing developers, and any person directly or indirectly granted with representation authority, expressly disclaim any liability for damages that may result from reliance on the information published on the websites; as well as related to the quality of the services provided by third independent parties such as the regulated investment fund and/or the broker, including but not limited to the trading performance on the **MAM** accounts, financial advisory or any other service which provision requires regulatory license by most jurisdictions and that is entitled to **Bonetti Financial**.

No Representation

Legendary EA makes no representation on the accuracy and/or legality of the information and/or services by it provided and/or provided by any independent third party under any given jurisdiction. Investors are required to seek for independent legal and/or financial professional consulting services before subscribing to any of the services advertised on the website.

Bundled Interpretation

These **Terms and Conditions** ought to be interpreted in conjunction with the **Risk Disclaimer, Risk Disclosure, Privacy Statement**, and the **Statement on Private Data Protection**.

Governing Law and Jurisdiction

The Agreement is governed by and shall be construed in accordance with the laws of the **Switzerland**. You irrevocably submit to the exclusive jurisdiction of the Swiss courts to settle any suit, action or other proceedings relating to the Agreement (proceedings). Nothing in the Agreement shall prevent us from bringing proceedings against you in any jurisdiction. Each party irrevocably agrees to waive any objection which it may have at any time to the laying of venue of any proceedings brought in the Spanish courts and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

Non-exequatur clause

Parties agree upon not executing any judicial and/or administrative decision uttered in direct or indirect reference to this Agreement before judicial and/or administrative authorities, including but not limited to regulatory officials, Judges, Courts of law, etc., under the Jurisdictions of **Germany** and the **Kingdom of Spain**.