

Terms of Service and Compliance Document for JA Capital & Co.

1. Introduction

Welcome to JA Capital & Co. By accessing our services, you agree to comply with these Terms of Service ("Terms"). Please read this document carefully before using our services. These Terms also outline our compliance framework to ensure adherence to UK laws and regulations, including business law and technical compliance standards.

2. Eligibility

You must be 18 years of age or older to access and use JA Capital & Co.'s services. By subscribing to our services, you confirm that you meet this age requirement and have the legal capacity to enter into these Terms.

3. Nature of Service

JA Capital & Co. provides general FX market signals, insights, and educational content. The signals and information we provide are for educational and informational purposes only. They do not constitute personalised financial or investment advice. Users are solely responsible for their trading decisions.

4. Risk Disclosure

Trading FX involves significant financial risk and may result in the loss of your entire investment. It is not suitable for all investors. We recommend the beginner package if you have no experience with financial investments or are unfamiliar with market dynamics. JA Capital & Co. does not guarantee profits or the accuracy of signals, though all signals provided are back-tested and trusted by our team. By using our services, you acknowledge and accept these risks.

5. User Responsibilities

You agree to use the signals and content provided solely for personal purposes and not to redistribute or resell them without written consent from JA Capital & Co. You are responsible for ensuring that your use of our services complies with applicable laws in your jurisdiction, including tax compliance. **Users agree not to replicate, redistribute, or create derivative services based on JA Capital & Co.'s services or content for commercial purposes without explicit written permission.** Any breach of this clause may result in legal action. You must report any unauthorised access, fraudulent activity, or system issues to JA Capital & Co. immediately upon discovery.

6. Data Protection and Privacy

JA Capital & Co. complies with the General Data Protection Regulation (GDPR).

- **Data Collection:** We collect only necessary personal data, such as your name, email address, and payment details.
- **User Consent:** By subscribing to our services, you consent to the processing of your personal data as outlined in our Privacy Policy.
- **Data Security:** We use encryption and secure servers to safeguard your information. However, we try to use third party servers that constantly maintain user information and continually keep them secure, and you use our services at your own risk.
- **User Rights:** You may request access to, correction of, or deletion of your personal data. You may withdraw your consent at any time within the subscription monthly period.

7. Subscription and Payments

Subscriptions are billed monthly via direct debit through Stripe in accordance with UK regulatory requirements, including the Direct Debit Guarantee. Payments are processed securely through Stripe's platform, which complies with Payment Card Industry Data Security Standards (PCI DSS). Refunds are issued only in cases of technical errors or double billing and must be requested within 7 days of the transaction.

8. Failed Payments: If a direct debit payment fails due to insufficient funds, you will be notified immediately. JA Capital & Co. will automatically retry the payment within 3-5 business days up to 30 days as per Stripe's retry policy. If the payment is not resolved within 10 days, your subscription will be liable to be cancelled. Continued failure to resolve payment issues may result in services suspended.

8. Marketing and Communications

All promotional materials and communications will include risk warnings. Example: "Past performance is not indicative of future results. Trade at your own risk." Marketing content will be clear, fair, and not misleading. JA Capital & Co. adheres to the Financial Promotions Regulations under the FCA, ensuring that all advertising is compliant, transparent, and avoids guaranteeing returns.

9. Limitation of Liability

JA Capital & Co. and its affiliates shall not be held liable for any losses or damages arising from the use of our services. We do not guarantee the accuracy, reliability, or completeness of the information provided. JA Capital & Co.'s liability for claims arising from these Terms is limited to actions initiated within 12 months of the occurrence with respect to UK Financial Law.

10. Compliance with Business Law and Technical Standards

- **Business Registration:** JA Capital & Co. is a registered entity in the UK, operating in compliance with UK business law.
- **Tax Compliance:** JA Capital & Co. complies with all applicable tax obligations, including VAT and income tax requirements.

- **Intellectual Property:** All content, including services, educational materials, and branding, is the intellectual property of JA Capital & Co. Unauthorised use is prohibited.
- **Direct Debit Compliance:** All direct debits are covered under the Direct Debit Guarantee, which ensures customers are refunded by their bank in case of an unauthorised transaction.
- **Record Keeping:** In compliance with UK business law, JA Capital & Co. maintains accurate records for at least 5 years for auditing and operational purposes.

11. Governing Laws and Consumer Protection

These Terms are governed by and construed in accordance with the laws of England, Scotland, and Wales. JA Capital & Co. complies with the Consumer Rights Act 2015, ensuring transparency and fairness in all terms and services. All e-commerce transactions adhere to the E-Commerce Regulations, including the provision of accessible terms, refund policies, and contact information.

12. Technical Compliance

- **PCI DSS Compliance:** Payments are securely processed through Stripe's PCI DSS-certified platform, ensuring customer financial data protection.
- **Data Security Protocols:** Encryption and secure servers protect all sensitive data.
- **Direct Debit Framework:** Transactions follow the UK's Direct Debit Guarantee to safeguard consumer rights.

13. Social Media and Content Protection

Users are prohibited from sharing or reposting JA Capital & Co.'s content, including any informational signals, on any social media platforms without explicit written permission. Any unauthorised use, including sharing screenshots or content snippets, will be subject to legal action. JA Capital & Co. reserves the right to monitor all social media public and private channels if there is suspicion of unauthorised use of its content and pursue violators under applicable intellectual online property laws.

14. Community Code of Conduct

- **Respectful Behaviour:** All users must maintain respectful and professional communication within the JA Capital & Co. platform. Harassment, hate speech, or intimidatory behaviour will result in immediate removal.
- **Prohibited Actions:** Sharing proprietary JA Capital & Co. content or signals in the community without authorisation, advertising third-party services, products, or competing signal providers, spamming, trolling, or sharing inappropriate content.
- **Moderation:** JA Capital & Co. reserves the right to moderate discussions and remove users who violate these guidelines.
- **Confidentiality:** All communication within the platform is confidential. Users are prohibited from sharing screenshots, messages, or content externally.

15. Dispute Resolution and Complaints

- **Dispute Resolution:** Any disputes arising out of or in connection with these Terms will be resolved amicably. If a resolution cannot be reached, the dispute will be referred to arbitration under the Arbitration Act 1996 or resolved through small claims court if applicable.
- **Complaints:** Users may lodge complaints by contacting JA Capital & Co. at jacapitalandco@gmail.com. Complaints will be acknowledged within 5 working days and resolved where possible.
- **Emergency Contact:** For urgent issues, such as suspected fraud or account breaches, users should contact JA Capital & Co. at jacapitalandco@gmail.com for expedited assistance.

16. Refund Policy

Refunds for partially used subscriptions are not provided unless exceptional circumstances apply (e.g., technical errors or unauthorised payments). Refund requests must be submitted within 7 days of the billing date. Refunds for extraordinary circumstances, such as fraud or double billing, will be reviewed on a case-by-case basis and processed pending approval.

17. Security and Fraud Prevention

- **Security Measures:** Users are required to maintain the confidentiality of their account credentials. JA Capital & Co. is not liable for losses resulting from unauthorised access due to negligence. Any suspected fraudulent activity must be reported immediately to JA Capital & Co. Accounts involved in fraudulent behaviour will be terminated with due notice

18. Force Majeure

JA Capital & Co. shall not be held responsible for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, government restrictions, cyberattacks, or highly volatile market movements leading to more than anticipated equity loss and outages.

19. Amendments to Terms

JA Capital & Co. reserves the right to amend these Terms at any time. Users will be notified of significant changes via email or platform announcements at least 14 days before they take effect. Continued use of the services constitutes acceptance of the amended Terms.

20. Service Availability

JA Capital & Co. strives to ensure continuous availability of services. However, we do not guarantee uninterrupted service and may experience occasional downtime due to maintenance

or technical issues. We will notify users of planned disruptions where possible through all necessary communication needs.

21. Prohibited Activities

Users agree not to engage in activities that may harm JA Capital & Co., its services, or reputation via all marketing and social platforms. Users agree not to engage in activities that may harm other users, including but not limited to hacking, distributing malware, or using the platform for unlawful purposes. Accounts found in violation of prohibited activities will be terminated.

22. Termination for Breach

JA Capital & Co. reserves the right to terminate accounts with notice if users are found to breach any terms outlined in this document, including but not limited to sharing proprietary content, engaging in fraudulent activity, or violating applicable laws.

23. Third-Party Services

JA Capital & Co. uses third-party services such as Stripe, Whop, & Telegram for payment and communication processing. While we take steps to ensure security, we are not responsible for third-party actions or errors.

24. User Obligations for Accurate Information

Users agree to provide accurate and up-to-date information during registration and subscription. Failure to do so may result in suspension or termination of services.

25. Recall Payment Clause

Once a payment is made, it cannot be recalled or reversed unless due to a technical error or unauthorised transaction. The recall of payments is limited to one occurrence. After this, payments may not be recalled under any circumstance during the duration of the services provided.