

# Terms and conditions:

## Introduction

Welcome to **The Fractal Wave/Elite**. By accessing or using this website ([www.thefractalwave.com](http://www.thefractalwave.com)) and its services, you agree to comply with the following terms and conditions ("Terms of Use"). These Terms govern your use of the website and all related content and services.

If you do not agree with these Terms, please do not use the website.

## 1. Use of Content and Intellectual Property

All content on this site, including videos, training materials, graphics, text, logos, and software, is owned by **The Fractal Wave/Elite** or its licensors and is protected by intellectual property laws. You are granted a limited, non-exclusive license to access and view the Content for personal use only. You may not copy, distribute, modify, or use any content for commercial purposes without prior written consent.

## 2. Accuracy of Information

We strive to provide accurate, up-to-date information on our website. However, we do not guarantee that all content, including text, images, or data, is complete, current, or error-free. The information on the website is provided for general informational and educational purposes only and should not be relied upon exclusively when making decisions.

Historical data or results presented on the site are for reference only and may not reflect current market conditions or outcomes. We are not obligated to update the site's content, but we reserve the right to do so at any time.

## 3. Use of the Service

By using our services, you acknowledge and agree to the following:

- You will not engage in illegal activities or violate any laws, including intellectual property or copyright laws.
- You will not upload, post, or transmit any harmful, offensive, or disruptive content (such as viruses, worms, or malicious code).
- You will respect the intellectual property rights of others and agree not to reproduce, distribute, or exploit any content, tools, or services from The Fractal Wave/Elite without explicit permission.
- You will comply with all applicable local, national, and international laws.

Any violation of these rules may lead to the suspension or termination of your access to our services.

#### **4. Modifications to Services and Pricing**

We reserve the right to modify, update, or discontinue any part of the website or services at any time, without notice. This includes the introduction of new features or adjustments to existing content, tools, or services.

Pricing for products or services is subject to change at our discretion. Any changes to pricing or the availability of services will be reflected on the website, and we are not liable for any price adjustments

#### **5. Products and Services**

Certain services or products may only be available online through our website. While we make every effort to accurately display the details and availability of products, we do not guarantee that all products or services will always be available as described.

We reserve the right to limit sales to specific individuals, regions, or jurisdictions. Additionally, we may restrict quantities or discontinue any product or service without prior notice.

We do not guarantee that any products or services purchased through our website will meet your expectations or that any errors in our services will be corrected.

#### **6. Discord Community**

The Fractal Wave/Elite may offer access to a private Discord community as part of certain services. Access to this community is granted under the condition that you follow the rules and guidelines established within the community.

Any violation of the community guidelines, including disruptive behavior or abusive language, may result in termination of your access to the community and the website. We reserve the right to suspend or revoke access without prior notice.

By accepting these Terms, you agree to adhere to the Discord community rules, which are available in the rules channel inside the community.

#### **7. Limitation of Liability**

The Fractal Wave/Elite is not responsible for any direct, indirect, incidental, special, or consequential damages that may arise from the use of our website or services. This includes, but is not limited to, loss of data, income, or profits, or any other type of loss or damage.

You acknowledge that use of the website and services is at your own risk. We are not liable for any losses, damages, or issues that may occur due to the use of our products or services.

#### **8. Termination**

We reserve the right to suspend or terminate your access to the website and services at any time, with or without cause. This may occur if we determine that you have violated these Terms, engaged in fraudulent or illegal activity, or otherwise disrupted the integrity of the website or services.

Upon termination, your access to the site will be immediately revoked, and any outstanding payments may still be due.

## **9. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which The Fractal Wave/Elite operates. Any disputes arising from these Terms will be resolved through mediation or arbitration in the applicable jurisdiction.

## **10. Changes to These Terms**

The Fractal Wave/Elite reserves the right to modify these Terms at any time. Any changes will be posted on this page, and it is your responsibility to check for updates regularly. By continuing to use the site after changes are posted, you accept those changes.

## **11. Cancellation and Accuracy of Billing and Account Information**

- All **The Fractal Wave/Elite** memberships are recurring, based on the selected membership term (e.g., the twelve-month membership recurs every twelve months). By subscribing to any membership plan, you consent to auto-renewal and payment for your membership.
- You must have internet access and provide valid Payment Methods to use **The Fractal Wave/Elite**. Payment Methods may be updated from time to time and include methods associated with third-party accounts.
- If you do not cancel your membership before the next billing date, we are authorized to charge the next membership fee to your Payment Method.
- Membership plans, including special promotions or third-party offerings, may have different conditions, which will be disclosed at sign-up.

### **11.1. Billing Cycle**

- Membership fees and other charges related to the service (e.g., taxes, transaction fees) will be billed based on your selected membership term. Your payment date may change if there are issues with your Payment Method or if the start date of your membership doesn't align with a calendar month.

### **11.2. Payment Methods**

- To use **The Fractal Wave/Elite**, you must provide valid Payment Methods, which you can update in your account settings. We may update your Payment Method using information from the payment service providers. You authorize us to charge any associated Payment Method if your primary method fails.
- You are responsible for any uncollected payments. If payment fails (due to expired cards, insufficient funds, etc.), access to the service may be suspended until the issue is resolved.

### **11.3. Cancellation**

- You can cancel your **The Fractal Wave/Elite** membership at any time, retaining access until the end of the current billing period. Unless prohibited by law, payments are non-refundable, and we do not offer credits for unused membership time or un-watched content. To cancel, go to "Settings" > "Subscriptions" > "Cancel."

### **11.4. Changes to the Price and Subscription Plans**

- We may change subscription plans and pricing. However, if you remain subscribed, your price will not increase unless you cancel and re-subscribe later.

### **11.5. Refusal of Service**

- We reserve the right to refuse any order, limit purchases per person, household, or order, and cancel orders if necessary. If an order is canceled, we will attempt to notify you using your provided contact details.

### **11.6. Maintaining Your Payment Details**

- You agree to provide accurate account information for all transactions and promptly update any changes (e.g., email, payment details).

## **12. Optional Tools**

- Access to third-party tools may be provided, but we do not monitor or control them. These tools are offered "as is" and "as available" without warranty. Use of third-party tools is at your own risk, and you should review the third-party provider's terms.
- New services and features may be introduced, subject to these Terms.

## **13. Third-Party Links**

- Our services may contain links to third-party sites. We are not responsible for the content, accuracy, or practices of these sites. Transactions with third parties are at your own risk.

## **14. User Comments, Feedback, and Other Submissions**

- If you submit feedback or creative materials, we may use them at our discretion, without obligation to maintain confidentiality or compensate you. We reserve the right to monitor and remove content that violates the law or these Terms.
- You are responsible for the comments you make and ensuring they do not infringe on third-party rights. We assume no liability for user-generated content.

**15. Intellectual Property**

All content, including text, images, videos, and software, on The Fractal Wave/Elite site is protected by copyright and intellectual property laws. You agree not to copy, distribute, or misuse any of this content without permission.

**16. Privacy Policy**

Your personal information is collected and used as explained in our Privacy Policy. By using our site and services, you agree to this use.

**17. Limitation of Liability**

The Fractal Wave/Elite is not responsible for any damages or losses, including data loss, profits, or interruptions, caused by using the website or services.

**18. Indemnification**

You agree to protect The Fractal Wave/Elite and its team from any claims or damages resulting from your actions, such as breaking these terms or using our services improperly.

**19. Dispute Resolution**

If there's a dispute, you agree to try resolving it informally. If that doesn't work, the issue will be resolved through binding arbitration, according to the rules of the chosen arbitration body.

**20. Personal Information**

Any personal information you provide through our site is handled according to our Privacy Policy.

**21. Errors and Updates**

Our site may occasionally have mistakes in product descriptions, pricing, or availability. We reserve the right to correct any errors and make updates without prior notice. We are not obligated to update or fix any content unless required by law.

**22. Prohibited Uses**

You cannot use the site for illegal activities, to harm others, or to interfere with the website's functionality. This includes things like spreading viruses, collecting others' personal data, or engaging in discriminatory behavior. If you break these rules, we may terminate your access to the site.

**23. Disclaimer of Warranties**

We cannot guarantee that our services will be error-free or always available. All content and services are provided "as is." Trading involves significant risk, and you should be aware that losses are possible. The Fractal Wave/Elite is not a financial advisor, and any information provided should not be construed as financial advice. All trading decisions are made by you, the client, and you assume full responsibility for any losses or damages that may occur. Past performance, whether of our services or other market activities, is not an indication or guarantee of future results. By using our services, you agree that the risks associated with trading, including the potential for loss, are entirely your responsibility, and The Fractal Wave/Elite is not liable for them.

**24. Indemnification**

You agree to cover any legal costs and hold The Fractal Wave/Elite harmless if we face any legal issues due to your actions that violate these terms.

**25. Severability**

If any part of these terms is found to be illegal or unenforceable, the rest of the terms remain valid and enforceable.

**26. Termination**

These terms are valid until either you or we decide to end them. If you break these terms, we can terminate your access without notice, and you'll still be responsible for any payments owed up to that point.

**27. Entire Agreement**

These terms, along with any additional policies posted on our site, are the complete agreement between you and The Fractal Wave/Elite. If there's any misunderstanding about these terms, it will not be assumed against us.

**28. Governing Law**

These terms are governed by the laws of Canada.

**29. Changes to Terms of Service**

We can change these terms at any time by posting the updated version on our website. You should check periodically for updates. By continuing to use the site after changes are posted, you accept the new terms.

**30. Contact Information**

If you have questions about these terms, contact us at [koshkahfx@thefractalwave.com](mailto:koshkahfx@thefractalwave.com).

By clicking "I have read and agree to the terms and conditions," you confirm that you understand the terms and agree that once you've made a payment, you get access to all services, and cannot dispute any charges.