

## Terms and Conditions

Effective Date: Upon first access, account creation, or purchase.

These Terms and Conditions ("Terms") govern your access to and use of the AmplifyFX platform, website, applications, content, services, and related offerings (collectively, the "Platform"), operated by Fair Trading Solutions Inc., a Wyoming corporation doing business as AmplifyFX ("AmplifyFX," "Company," "we," "us," or "our"). These Terms constitute a legally binding agreement between you and AmplifyFX.

By clicking "I Agree," creating an account, accessing the Platform, or completing a purchase, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

### 1. Eligibility and Acceptance

You represent that you are at least the age of majority in your jurisdiction and legally capable of entering into a binding agreement. If you are accessing the Platform on behalf of an entity, you represent that you are authorized to bind that entity to these Terms.

### 2. Services

AmplifyFX provides access to educational content, software tools, platform features, and introductions to industry professionals. AmplifyFX does not provide investment advice, trading advice, legal advice, tax advice, accounting advice, or fiduciary services. All services are provided for informational and educational purposes only.

### 3. Account Registration

To access certain features, you must create an account. You agree to: maintain only one account; provide accurate and current information; maintain the confidentiality of login credentials; and be fully responsible for all activity on your account. AmplifyFX is not responsible for unauthorized access resulting from your failure to secure your credentials.

### 4. Fees, Billing, and Refund Policy

4.1 Fees. Access to the Platform requires payment of a one-time fee of \$687.00 USD, plus any applicable recurring maintenance fees as clearly disclosed at checkout prior to purchase.

4.2 Billing Authorization. By completing a purchase, you expressly authorize AmplifyFX to charge your selected payment method for all applicable fees, including any recurring maintenance charges disclosed to you. You agree that all billing information provided is accurate and complete.

4.3 Digital Services – No Physical Delivery. You acknowledge and agree that AmplifyFX provides digital services and online access only. No physical goods are shipped or delivered. Access to the Platform, content, tools, and services is granted electronically and is deemed delivered in full at the time access is first made available to you.

4.4 Refund Policy. AmplifyFX offers a 30-day refund guarantee. You may request a full refund within thirty (30) days of your initial purchase by contacting AmplifyFX in writing at support@AmplifyFX.com, provided that no net profit has been generated during the 30-day period through participation in any trading network accessed via AmplifyFX.

For purposes of this policy, "Net Profit" means the total realized trading gains minus total realized trading losses during the applicable period, excluding deposits, withdrawals, processing fees, commissions, spreads, swaps, taxes, or any third-party charges.

Refund requests submitted after the 30-day period will not be honored, and all fees shall thereafter be deemed fully earned and non-refundable. Approved refunds will be processed to the original payment method within ten (10) business days.

4.5 Chargebacks and Billing Disputes. You agree to contact AmplifyFX directly and make a good-faith effort to resolve any billing questions or disputes prior to initiating a chargeback or payment reversal. Unauthorized or unjustified chargebacks may result in suspension or termination of your access to the Platform.

## 5. No Investment Advice / Educational Only

AmplifyFX does not provide financial, investment, trading, legal, or tax advice. Nothing on the Platform constitutes a recommendation to buy, sell, or hold any asset. You are solely responsible for all financial decisions, trading decisions, and risk assessments.

## 6. Risk Disclosure (Important – Please Read Carefully)

### IMPORTANT RISK NOTICE

Trading, investing, and participation in financial markets involve substantial risk, including the potential loss of some or all of your invested capital. You should only participate if you fully understand these risks and can afford to bear such losses.

AmplifyFX provides educational information, software access, and introductions only. AmplifyFX does not: provide investment, trading, legal, or tax advice; manage client funds or execute trades; or guarantee profits, performance, or outcomes. Any information, tools, examples, illustrations, historical results, or discussions made available through the Platform are provided for informational and educational purposes only and are not personalized to your financial situation, objectives, or risk tolerance.

No representation is made that following the strategies or using the tools will result in profits or avoid losses. Results vary significantly based on market conditions, individual effort, skill, risk tolerance, and other factors. Past performance, hypothetical results, or testimonials are not indicative of future results and may not reflect actual trading outcomes. Hypothetical or historical examples do not reflect actual trading and may understate risk.

You acknowledge and agree that: you are solely responsible for all financial and trading decisions; you assume all risks associated with your use of the Platform; and AmplifyFX is not responsible for losses, damages, or outcomes resulting from your decisions. By accessing or using the Platform, you confirm that you have read, understand, and voluntarily accept these risks.

## 7. Platform License and Restrictions

AmplifyFX grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes. You may not: copy, modify, reverse engineer, or distribute the Platform; share access credentials; resell or sublicense access; circumvent security systems; use automated scraping or extraction tools; or access or use the Platform if you are a competitor of AmplifyFX or for the purpose of developing a competing product/service, conducting benchmarking, or analyzing features.

## 8. Intellectual Property

All Platform content, software, systems, trademarks, branding, and materials are the exclusive property of AmplifyFX and its licensors. No ownership rights are transferred to you.

## 9. User Conduct

You agree not to: use the Platform unlawfully; misrepresent affiliation with AmplifyFX; upload malicious code; harvest user data; or disrupt Platform operations.

## 10. Confidentiality

You agree not to disclose proprietary or confidential information belonging to AmplifyFX.

## 11. Third-Party Services

AmplifyFX may introduce users to third-party services or providers. AmplifyFX is not responsible for third-party services, products, performance, or outcomes.

## 12. Testimonials and Submissions

Any content submitted to AmplifyFX may be used by AmplifyFX for marketing and operational purposes on a royalty-free, perpetual basis.

### 13. Mandatory Arbitration and Class Action Waiver

Arbitration Required. Any dispute arising from or relating to these Terms or the Platform shall be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (as amended). You waive the right to a jury trial and class actions. If any part of this arbitration provision is deemed unenforceable, the remainder shall remain in effect, including the class action waiver. You may opt out of arbitration within 30 days of purchase by sending written notice to: AmplifyFX – Legal Department, 590 Earl St. Suite 211, Eugene, OR 97401.

### 14. Limitation of Liability

To the maximum extent permitted by applicable law, AmplifyFX shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of data, loss of business opportunities, or reputational harm, arising out of or relating to your use of, or inability to use, the Platform or Services, even if AmplifyFX has been advised of the possibility of such damages.

#### 14.5 No Warranties

THE PLATFORM AND ALL SERVICES, CONTENT, TOOLS, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY. AMPLIFYFX DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### 15. Indemnification

You agree to indemnify and hold harmless AmplifyFX from any claims arising from your use of the Platform or violation of these Terms.

### 16. Termination

AmplifyFX may suspend or terminate access at its discretion. All provisions that by nature should survive termination shall survive.

### 17. Electronic Communications

You consent to receive communications electronically. Electronic records satisfy legal notice requirements.

### 18. Governing Law

These Terms are governed by the laws of the State of Oregon, without regard to conflict of law principles.

### 21. Privacy and Data

Your use of the Platform is also governed by our Privacy Policy (e.g., [AmplifyFX.com/privacy](https://www.amplifyfx.com/privacy)), which is incorporated by reference. AmplifyFX implements reasonable security measures but cannot guarantee absolute security. To the fullest extent permitted by law, AmplifyFX is not liable for unauthorized access, data loss, or breaches unless caused by our gross negligence.

### 22. Force Majeure

AmplifyFX shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, pandemics, government actions, internet outages, or third-party service failures.

### 23. Entire Agreement

These Terms constitute the entire agreement between you and AmplifyFX and supersede all prior understandings, whether oral or written.

### 24. Modifications to Terms

AmplifyFX reserves the right to modify or update these Terms at any time in its sole discretion. Updated Terms will be posted on the Platform and become effective immediately upon posting. Your continued use of the Platform after such changes constitutes your acceptance of the revised Terms.

### 25. Contact Information

Fair Trading Solutions Inc. d/b/a AmplifyFX, 590 Earl St. Suite 211, Eugene, OR 97401. Email: [support@AmplifyFX.com](mailto:support@AmplifyFX.com) (for refund requests and general inquiries).