

**PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR OUR SERVICES OR OTHERWISE AGREEING TO THIS TERMS AND CONDITIONS, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU MAY BE WAIVING SELECTED RIGHTS.**

## **TERMS AND CONDITIONS**

### **Introduction**

Welcome to Our website. If you continue to browse and use this website, whether as a guest or registered user or subscriber, you are agreeing to comply with and be bound by the following terms and conditions which govern Dropmeister Limited relationship with you in relation to this website. Use of this website includes accessing, browsing, registering or subscribing to use the services that the Company provides. If you disagree with any part of these terms and conditions (“Terms” or “Agreement”), you must not use this website.

These Terms set forth the general terms and conditions of your use of the <https://1cft.com/> website (“Website”, “Service” or “Provider”) and any of its related products and services (collectively, “Services”).

The users of this Website are legally bound by provisions of this Terms between you (“User”, “you”) and Dropmeister Limited (“Our” or “Company”).

Company is registered in Hong Kong and has a registered office at 9/F Amtel Bldg 148 Des Voeux, Rd Central Central, Hong Kong.

By accessing and using the Website and Services, the User acknowledges to have read, understood, and agrees to be bound by the provisions of law in this Terms.

If you are entering into this Agreement by accepting these Terms on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the term “User” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Company, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

These Terms refer to the following additional terms, which also apply to you and your use of Website:

- a. the collection, use, and disclosure of your information (including personal information) is governed by our Privacy Policy;
- b. use of cookies is governed by our Cookie Policy;
- c. and other supplemental terms and conditions that may be posted on the Website from time to time.

Specified terms are hereby expressly incorporated herein by reference.

## **Accounts and access to the Website**

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. The Company has no obligation to monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **Services**

The Company offers educational products and/or services such as access to educational panel offering various training plans (hereinafter "Service" or "Services"). Tailored terms of service may apply to certain Services. The Company reserves the right to provide you with such special terms of service upon subscribing for a selected Service. In case provision of this Agreement and terms of services dedicated to subscribed Service are contradictory, the latter shall prevail. Nothing in this Terms, Website, Services shall be considered as offer of investments products or services, investment advice, consultation or recommendation whatsoever. This Website and/or Services and/or any other products offered are aimed to serve solely educational purposes in regard of trading on financial markets.

## **Intellectual Property Rights**

The Company reserves all rights, titles and interest to the Services, Website and Intellectual Property, whether registered or not, except for the copyright of third parties' technologies. You agree not to modify, publish, transmit, reverse engineer, participate in transfer or sale, create derivative works, or in any way exploit any of our Intellectual Property, in whole or in part.

Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring any license or right to you, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that our Services, Website and Intellectual Property may be used only as provided in these Terms. "Intellectual Property Rights" means all patent rights, trade names, proprietary rights, copyright rights, titles, computer codes, audio-visual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all

applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Provided that you are eligible to use the Website, you are granted a limited and non-exclusive license to access and use the Website and to download or print a copy of any portion of the Intellectual Property. Rights to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Website and Intellectual Property Rights.

### **Billing and payments**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If your purchase constitutes a high-risk transaction, we will require you to provide us with all compulsory documents according to applicable law such as copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase.

The Company reserves the right to change pricing of Services at any time as well as reserves the right to refuse any order you place with the Company. The Company may, in its sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event of a change or cancel an order, Company may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You can pay the fee for the selected Services by a payment card, via a bank transfer, or using other means of payment that are currently offered on the Website.

If you do not pay the amount on time, the Company is entitled to cancel your order. The User bears all fees charged by the selected payment service provider (according to the valid pricelist of the payment services provider).

You are solely responsible for any applicable taxes, duties, or fees regarding your payment for access to Services. Unless expressly indicated, access fees do not include taxes.

### **Refunds**

Despite the kind of Service purchased you have the right to withdraw from your distance purchase contract within 14 days from your purchase. The withdrawal is only legible if you meet this timeframe and do not access the purchased Service. Otherwise, it will not be possible to withdraw and apply for refund.

For details, please check our Refund Policy available at [https://1cft.com/wp-content/uploads/2024/11/2024-10-03-Refund-Policy\\_prop-trading.pdf](https://1cft.com/wp-content/uploads/2024/11/2024-10-03-Refund-Policy_prop-trading.pdf).

Important: You are not entitled to a refund if you, in particular but not limited to, fail to create an account, fail to log in, fail to use Services, fail to achieve trading skills, fail to successfully complete selected training.

### **Accuracy of information**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, availability, promotions and offers. The Company reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order).

The Company undertakes no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

### **Contribution license**

The User agrees that Company may access, store, process, and use any information and personal data that User provides following the terms of the Privacy Policy. By submitting suggestions or other feedback regarding the Website, you agree that we can use and share such feedback for any purpose without compensation to you.

### **Backups**

The Company performs regular backups of the Website and its content and will do its best to ensure completeness and accuracy of these backups. In the event of the hardware failure or data loss the Company takes all necessary measures to restore backups automatically to minimize the impact and downtime.

### **Links to other resources**

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), the Company does not, directly or indirectly, imply any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links".

The Company is not responsible for examining or evaluating and does not warrant the offerings of any businesses or individuals or the content of their resources. Company does not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services.

### **Prohibited uses**

In addition to other provisions as set forth in the Terms, you are prohibited from using the Website and Services or content:

- a. for any unlawful purpose;
- b. to solicit others to perform or participate in any unlawful acts;

- c. to violate any international or any state regulations, rules, laws;
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others; to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- e. to submit false or misleading information;
- f. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet;
- g. to spam, phish, pharm, pretext, spider, crawl, or scrape;
- h. for any obscene or immoral purpose;
- i. to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet.

The Company reserves the right to terminate your use of the Website and Services for violating any of the prohibited uses.

### **Termination / Suspension**

The Company reserves the right, at its sole discretion, to terminate or suspend your access to the Services if you are in breach of this Terms and Conditions or terms of services associated with your purchased Service or other Company policies you accepted which are incorporated herein by reference, and for any other reason, effective immediately without prior notice. The Company is not obliged to specify such reasons. You will still be obliged to timely settle any outstanding fees, charges, or obligations accrued prior to termination or suspension.

### **Disclaimer of warranty**

The User of this this Website agrees that such Service is provided on an “as is” and “as available” basis and that your use of the Website and Services is solely at his/her own risk.

The Company expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The Company makes no warranty that the Services will meet User’s requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected.

The User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of Service is done at User’s own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data.

The Company makes no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

**Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, SALES, GOODWILL, USE OF CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS RELATING TO THE SERVICES WILL BE LIMITED TO AMOUNTS ACTUALLY PAID IN CASH BY YOU TO COMPANY FOR THE PRIOR ONE MONTH PERIOD PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

**Indemnification**

User agrees to indemnify and hold Company and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your content, your use of the Website and/or Services or any wilful misconduct on your part.

**Severability**

All rights and restrictions contained in these Terms may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms illegal, invalid or unenforceable.

If any provision or portion of any provision of these Terms shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

**Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws in effect in country of Company's registered seat without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of country of Company's registered seat.

The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in country of Company's registered seat, and you hereby submit to the personal jurisdiction of such courts.

### **Assignment**

The User may not assign, resell, sub-license or otherwise transfer or delegate any of User's rights or obligations hereunder, in whole or in part, without Our prior written consent, which consent shall be at Our own sole discretion and without obligation; any such assignment or transfer shall be null and void.

The Company is free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

### **Changes and amendments**

The Company reserves the right to modify Terms and its provisions relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website.

Continued use of the Website and Services after any such changes shall constitute User's consent to such changes.

### **Acceptance of these Terms**

User acknowledges that he/she has read this Agreement and agrees to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement.

The User who does not agree to abide by the terms of this Agreement, is not authorized to access or use the Website and Services.

This document was last updated on October 2024