

TERMS OF SERVICE

Welcome to Maher & James Capital Pty Ltd (Maher & James) Cryptocurrency service, providing an opportunity to engage with ideas generated by our research team. To understand our Terms of Service, it is crucial to review this document.

All trading ideas are presented for informational purposes only, without consideration for your personal circumstances, existing portfolio, or investment strategy. Cryptocurrency trading is inherently risky, and can be highly volatile, leading to potential losses. You should only invest within your budget and what can afford to lose.

Read and understand the risks outlined in the "Risks of Investing in Cryptocurrencies" section before deciding to buy, hold, or sell Cryptocurrencies. Tax implications and reporting obligations, if any, are your responsibility, not Maher & James.

Acceptance of Terms:

By signing a Maher & James Cryptocurrency service agreement, you acknowledge and agree to be bound by these Terms. We reserve the right to update these Terms at any time and may notify you of such changes by email at the address specified on your Maher & James account, but we have no obligation to notify you of every update.

You confirm that you have read, accepted, and will comply with these Terms, the Privacy Policy, and other Maher & James terms related to the Services.

Client Responsibility and Risk Disclosure

You acknowledge and agree that all trading activity conducted through our platform is self-directed. Any information provided by Maher & James, or its affiliates is for general informational purposes only and does not constitute financial advice. You are solely responsible for all buy and sell orders, trading strategies, decisions to hold or sell cryptocurrency, and the selection of specific cryptocurrencies for your portfolio.

By using our services, you expressly agree that all investment decisions are made at your own risk and independent of any trading ideas provided by Maher & James or its affiliates. You further acknowledge your responsibility to assess the suitability of any trade and the inherent risks associated with cryptocurrency trading activity.

Maher & James reserves the right to accept, refuse, or delay any order placed through BetterX, in our sole discretion, we deem it necessary or appropriate to do so. You understand and accept that you may suffer market losses due to volatility in the price and volume of eligible cryptocurrency, particularly during periods of technical difficulties that may hinder your ability to buy or sell cryptocurrency. You agree that Maher & James will not be held liable for any losses incurred as a result of our refusal or delay of an order, or due to technical limitations that prevent transactions.

Scope of Services:

This document outlines the scope of services offered by Maher & James regarding research, market insights, and educational content.

1. Research:

- We conduct qualitative and quantitative research on various topics related to Cryptocurrencies, using reliable and reputable sources.
- We aim to provide reports and analysis, drawing meaningful conclusions and identifying key trends.

2. Market Insights:

- We deliver insights on market trends, opportunities, and challenges within the cryptocurrency market.
- We curate and interpret relevant data, providing digestible summaries and forecasts.
- We utilize expert knowledge to offer valuable perspectives on the market landscape.

3. Educational Content:

- We create informative and engaging educational content, including articles, guides, webinars, and videos.
- We strive to simplify complex topics and translate market knowledge into accessible language.
- We cater to various learning styles and levels of expertise, offering introductory and advanced content.

4. Exclusions:

- We do not provide any advice or recommendations.
- We are not responsible for the financial outcomes of any actions taken based on our research or insights.
- We cannot guarantee the accuracy of all information presented, as market conditions and data can change rapidly.
- We don't provide a cryptocurrency exchange or platform

5. Updates and Revisions:

- We regularly update our research, insights, and educational content to reflect evolving market trends and information.
- We reserve the right to revise or discontinue any offered services without prior notice.

6. Support:

- We offer support to users encountering issues accessing or understanding our content.

By accessing and using the services offered by Maher & James you acknowledge and agree to the scope of services outlined in this document.

7. Execution-Only Trading Services:

- We assist you with your Orders, Not Your Investment Decisions: We function as an order execution service. This means we carry out your trade instructions but do not offer any investment or financial advice.
- We Focus on Facts, Not Your Finances: The information we provide is strictly factual and does not take your individual financial situation or risk tolerance into account.
- Fiat Conversion and Stablecoin Usage: To improve liquidity and potentially achieve better pricing for your trades, we may request your approval to convert your fiat currency (AUD etc.) to a stablecoin, specifically USDT (Tether) or USDC (Circle).
- Risks Associated with Stablecoins: You acknowledge and understand the inherent risks associated with using stablecoins, including:
 - Price Fluctuations: Even though pegged to the US dollar, USDT's price can experience fluctuations. This means when converting back to fiat, you may receive less than your initial investment.
 - Depegging Risk: In extreme circumstances, USDT could lose its peg to the US dollar, leading to significant price declines.
- Risk Management and Position Sizing: Our trade ideas will specify an approximate total risk percentage. This represents the potential maximum loss from the average entry price to the stop-loss level, expressed as a percentage of your total portfolio value on the BetterX platform (including both cash and crypto holdings) at the time the idea is sent.
 - Price Fluctuations: Please note that due to market volatility, the actual loss may be slightly higher or lower than the estimated risk percentage.
- Performance Reporting: Past performance displayed in the members' area is for informational purposes only and does not guarantee future results.
 - Performance Calculation: The performance metrics shown do not reflect any fees associated with our services.
- Client Approval for Trades: You will have the final say on all trades. We require your explicit approval before executing any trade on your behalf. This approval can be provided via text message, phone call, or email.
- Parallel Trading: You will have the opportunity to invest alongside Maher and James' skilled proprietary traders

Market Data & Educational Content:

Information about Cryptocurrencies is not financial advice. Verify information before making decisions. Maher & James is not liable for third-party materials. Market prices are based on external sources; accuracy is not guaranteed.

Cryptocurrencies Software Protocols and Forks:

The underlying software protocols are open source, subject to sudden changes. Maher & James is not responsible for the operation or changes. Forks may occur, impacting Cryptocurrency value. You agree that Maher & James is not responsible or liable to you for any losses or damages, including lost profits, which may occur as the result of a change in the underlying software protocol of a Cryptocurrency, Maher & James' decision to support or not support any particular fork or modified software protocol, and any interruption of trading while Maher & James makes such determination. If Maher & James decides not to support a fork or modified software protocol, you may never get access to the assets/Cryptocurrencies governed by that fork or software protocol.

- Open-source software protocols: Cryptocurrencies run on software code that is usually publicly available and accessible to anyone. This can be beneficial for transparency and development, but it also comes with risks:
- Sudden changes: Anyone can propose and vote on changes to the software protocol. These changes can happen unexpectedly and have a significant impact on the cryptocurrency's functionality and value.
- No central authority: Unlike traditional currencies regulated by governments, cryptocurrencies lack a central authority to control or guarantee their operation. This means there's no single entity responsible for ensuring stability or resolving issues.
- Forks: When disagreements arise about changes to the protocol, the community can "fork," creating two separate versions of the blockchain. This can further increase volatility and uncertainty for investors.

Maher & James's role and limitations:

- Maher & James don't control or guarantee the underlying software protocols of the cryptocurrencies they offer.
- Suspension during forks: Forks can create technical challenges and uncertainties. To protect their users and system stability, Maher & James might choose to contact clients and recommend suspending trading during such events.

Implications for you:

- Do your research: It's crucial to understand the specific risks associated with each cryptocurrency you consider investing in.
- Expect volatility: Sudden changes and forks are inherent to the open-source nature of cryptocurrencies. Be prepared for fluctuations in price and potential disruptions.
- Diversify your holdings: Don't put all your eggs in one basket. Spreading your tokens across different cryptocurrencies can help mitigate risk.
- Consider the platform: Choose a reputable exchange or platform with clear communication about forks and other potential issues.

Risks of Investing in Cryptocurrencies:

The volatile and unpredictable nature of Cryptocurrencies poses risks. Cryptocurrencies are not backed by conventional assets and may be subject to cyber-attacks or software modifications. Your ability to buy or sell Cryptocurrencies may be affected, and Cryptocurrency activity is not currently regulated.

Key points to consider:

- High volatility: Crypto prices can move dramatically, up or down, in short periods. Be prepared for potential losses.
- Unbacked: Unlike traditional currencies, crypto isn't backed by governments or central banks. Its value relies solely on market sentiment.
- Cybersecurity risks: Your crypto could be stolen if your private keys are compromised. Take strong security measures.
- Trading limitations: You might not always be able to buy or sell crypto when you want, due to various factors.
- Unregulated: Crypto is unregulated, so there's limited protection for investors.

Important Information about Cryptocurrencies:

- Australian Regulation: In Australia, cryptocurrencies have been legal since 2017 and fall under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act).
- Taxation: The Australian government classifies Bitcoin, and similar cryptocurrencies (tokens, digital assets), as property. This means it is subject to capital gains tax, similar to other investments like shares, managed funds, and property.
- Global Legal Landscape: It's crucial to understand that the legal status of cryptocurrencies varies significantly across the globe. They may be illegal or subject to strict limitations in some countries.

Disclaimer:

- This information is provided for educational purposes only and does not constitute legal advice.
- We make no claims about the legality of any cryptocurrency in any jurisdiction.
- You are solely responsible for researching and understanding the legal status of any cryptocurrency, particularly in your own jurisdiction.
- By using any cryptocurrency-related services, you acknowledge and agree that you do so at your own risk.
- International risks: Legal and regulatory landscapes vary across countries. Ensure compliance in your jurisdiction.
- Personal responsibility: You're solely responsible for securing your crypto and understanding the risks involved.

No Financial Advice:

All content, including text, images, audio, video, and other materials such as market information, tools, indicators, hosted or available through Maher & James' website or services, is:

- provided for informational purposes only; and
- does not consider any individual's personal circumstances.

Maher & James does not offer financial advice or suggest buying, selling, or dealing in cryptocurrencies.

Trading decisions based on Maher & James' information are at your own discretion. You are responsible for considering if an investment or strategy is suitable for your financial situation and risk tolerance. Maher & James will not be liable for any losses resulting from your trading decisions.

We do not endorse or represent any estimates, forecasts, or opinions found on our website or services.

Before relying on our content, we recommend conducting your research and seeking independent advice from professionals in legal, accounting, tax, and other fields.

Key Points:

1. Upon joining, please review our Fee Schedule and Privacy Policy.
2. Trading with us is done without financial advice. We do not account for your personal situation when offering trading ideas.
3. It is your responsibility to assess whether a trade is suitable for you.
4. We do not guarantee the success of any trading idea. Accepting a trading idea means you understand and accept its risks.
5. Trade only in cryptocurrencies you understand and are willing to assume the risks for.
6. Trades without sufficient funds may be rejected. Maher & James is not responsible for financial losses due to rejected orders.

7. Cryptocurrency carry risks. You are responsible for decisions that match your risk tolerance and investment strategy.
8. We do not guarantee order execution in full, by a specific time, or at a specified price.
9. Maher & James holds no discretion over your account and is not liable for any technical issues affecting order execution.
10. Orders may be rejected without notice for valid business, regulatory, or prudential reasons, with no liability for any resulting losses.
11. We reserve the right to refuse instructions without providing reasons or creating a contract with you under certain conditions, such as unclear instructions or potential legal breaches.
12. To trade, you must have an account set up with our service provider, currently BetterX.
13. Acknowledge that our assets and services are not considered 'financial products' or 'services' under the Corporations Act 2001, thus certain regulations do not apply.

Fee schedule

Members acknowledge and consent to the following terms:

- a. The primary fee for accessing the Community is the Membership subscription Fee, which is payable in advance.
- b. Subscription: Our core research product subscription starts at \$2997 per year.
- c. The Trading Execution Service Fee is structured to ensure fair compensation for each transaction:

Fee Structure:

- **Percentage-Based Fee:** A charge of **2.5%** of the transaction value.
- **Minimum Fee:** A **minimum charge of \$5** per transaction.

Application:

- For transactions where **2.5% of the trade value** exceeds \$5, the fee will be **2.5% of the transaction amount**.
- For transactions where **2.5% of the trade value** is less than \$5, the **minimum fee of \$5** will apply.

Examples:

- **Transaction Value:** \$200

- **2.5% of \$200:** \$5
- **Applicable Fee:** \$5
- **Transaction Value:** \$100
 - **2.5% of \$100:** \$2.50
 - **Applicable Fee:** \$5 (minimum fee applies)

This fee structure ensures that each transaction is subject to a fair and consistent charge, maintaining transparency and covering the costs associated with trade execution services.

- d. **Discounts:** We may offer occasional discounts or promotional pricing for our subscriptions and Trading execution service. These discounts will be clearly communicated at the time of the offer.
- e. **Additional Services:** We may offer additional services or products beyond the core subscription, in the future, each with its own pricing structure. Specific prices will be clearly displayed for each such service or product.
- f. **Payment:** All subscription fees are due upfront and are subject to a 10-day cooling off period. We accept payment by credit card or bank transfer.
- g. **Price Changes:** We reserve the right to adjust our pricing structure at any time. However, we will provide reasonable notice of any such changes to existing subscribers.
- h. **Members agree to make payments based on their chosen payment period through the online payment gateway accessible via the Site or by telephone. Payments can be made in fiat currency as directed by the Company.**
- i. **Should a Member disagree with changes to any Fees, they have the option to terminate their service.**

Amendments to this Agreement:

Maher & James may amend this Agreement, with Notice provided. You agree to be bound by amendments.

Assistance:

User assistance for our clients is facilitated by the Company through the email address info@maherandjames.com.

The Company strives to address all support inquiries from Members within a timeframe of 2 Business Days.

The Company retains the right to request reasonable fees for non-standard support requests before delivering such assistance.

Indemnity

To protect Maher & James, its employees, and partners, you agree to take full responsibility (financially and legally) for any claims, lawsuits, or other actions arising from your use of the Service. This includes situations where:

- You or someone using your device interacts with the Service.
- You or someone using the Maher & James services (if applicable) violates the Terms of Service.
- Your use of the Service (or someone using your device or our services) infringes on someone else's intellectual property, privacy, or other rights.
- You make changes to the Service without authorization.
- You provide false information or fail to fulfill your obligations under the Terms of Service.

Essentially, you agree to cover any costs or damages incurred by Maher & James due to your actions or those using your service with Maher & James/device in relation to the Service.

Privacy Statement

As a consequence of this service, we may collect information about employees, clients, or contractors (relevant persons). Please refer to Maher & James Privacy Policy (enter the link) for further information.

Law and Jurisdiction:

These terms and conditions will be governed by and construed in accordance with the law of New South Wales, Australia, and any disputes relating to this Agreement will be subject to the exclusive jurisdiction of the courts of NSW.

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