

Terms and Conditions

Douro Day Trading, ONLINE TERMS AND CONDITIONS

Please read the following important terms and conditions before you subscribe for a Subscription Package and enter into a Contract to licence Digital Content from us. Specifically, we draw your attention to clause 8 which makes the point that we are not financial advisors, our services are intended for educational purposes only.

OUR TERMS

The Consumer Protection (Fair Trading) Act 2003 (CPFTA) say that in most cases, You can cancel within 14 days. If you agree the Services will start within this time, You may be charged for what You've used. The CPFTA outlines Your key rights, it is not intended to replace the Contract below, which You should read carefully.

This Contract sets out Your legal rights and responsibilities, Our legal rights and responsibilities and certain key information required by law. In this Contract, 'We' 'Us' or 'Our' means Douro Day Trading and 'You' or 'Your' means the business licencing Digital Content from Us. Each a "Party" and together the "Parties."

How to contact Us

If You have any questions about this Contract or any Subscription Packages or You have made, please contact Us by sending an email to: support@dourocp.com.

About Douro Day Trading

We are Douro Day Trading, owned by Douro Capital Partners Pte Ltd, a company registered in the Singapore (UEN 202332144R). Our registered office is located at 160 Robinson Road #14-04, Singapore 068914.

1. Introduction 1.1. If You buy Services from Us, You agree to be legally bound by this Contract.

1.2. This Contract is only available in English. No other languages will apply to this Contract.

1.3. When licencing any Digital Content from Us, You also agree to be legally bound by:

1.3.1. Our Website Use terms which can be viewed in the Terms of Use section (and any documents referred to in them); and

1.3.2. extra terms which may add to, or replace some of, this Contract. This may happen for security, legal or regulatory reasons. We will contact You to let You know if We intend to do this by giving You sufficient written notice. You can end this Contract at any time before Your next Payment Date if We tell You extra terms apply.

1.4. The above documents listed at clause 1.3 form part of this Contract as though set out in full here.

2. Your privacy and personal information

2.1. Our Privacy Policy is available in the Privacy Policy section .

2.2. Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with Our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities if You have a query or complaint about the use of Your personal information.

3. Licencing Digital Content– How a Contract between You and Us is made

3.1. When You first sign up to Our Website and have selected Your Subscription Package, You must register an Account with Us and follow the buying process indicated.

3.2. Please check Your Subscription Package carefully before submitting it. Before You place Your order for Your Subscription Package, You must check that the hardware and software requirements of Your computer or device mean that You can download the Digital Content.

3.3. Once You have completed the buying process set out above at clause 3.1 and 3.2 and at the end of the online checkout process, Payment is simultaneously debited from You. You will then receive an email from Us which confirms Your Subscription Package and a legally binding Contract between You and Us is made.

3.4. Once You have registered an Account and made Payment, You will be able to access Our Digital Content.

4. Declining an Order 5.1. If You are under the age of 18 You may not licence any Digital Content from Our Website.

4.2. We may contact You to say that We do not accept Your order. This is typically because, the Digital Content is unavailable, We cannot authorise Your Payment, You are not allowed to buy the Services from Us, We are not allowed to sell the Services to You or there has been a mistake on the pricing or description of the Services.

5. Right to cancel

5.1. If You buy:

5.1.1. a Subscription Package, You will be asked to tick a box to confirm that You consent for the download of the digital content to start immediately after You place Your order and that You acknowledge that this means You lose Your right to cancel. This means that You do not have the right to cancel this contract once the automatic download of the digital content starts and are not entitled to a refund unless the digital content is faulty

5.2. To exercise the right to cancel, You must inform Us of Your decision to cancel this Contract by a clear statement (e.g. by email) using the contact details at the top of this page. You may use the model cancellation form available on Our Website, but it is not obligatory. We will email You in acknowledgement of receipt of Your cancellation without delay.

5.3. To meet the cancellation deadline, You must send Your email communication exercising Your right to cancel before the cancellation period has expired.

5.4. The above does not affect the rights You have if Your Services are faulty. A summary of these rights is provided at the top of this page.

5.5. We may terminate this Contract at any time by giving notice in writing to You if:

5.5.1. You have failed to pay any amount due under this Contract on the Payment Date and such amount remains unpaid within 30 days having been notified that the Payment is overdue;

5.5.2. You breach the terms of Our Website Terms of Use.

6. Upgrading Your Account

6.1. If You choose to upgrade Your Subscription Package, Your Use of the additional Digital Content will be determined by this Contract and such Use will not affect any term of this Contract.

7. Acknowledgment

7.1. We draw Your attention to this clause 8.

7.2. You acknowledge and agree that:

7.2.1. all opinions or guidance provided during the Services by Us are generic and for educational purposes only;

7.2.2. We do not give financial advice and/or recommendations on the merits of (or with the intention to procure or encourage Your investment in or underwriting of) any given financial product or investment; and

7.2.3. any investment (whether buying or selling) and underwriting decisions You may make are made by You at Your sole and absolute discretion and entirely at Your own risk. If You need financial advice before You make any investment, We strongly recommend that You seek that from an appropriately qualified and regulated financial advisor. We do not provide such advice.

7.3. Our Services are provided as an educational resource to help You make Your own decisions regarding the products and investments in which You invest. We are not an investment advisory company and do not advocate the purchase or sale of any specific cryptocurrency, stock, product or investment.

8. Permission to use the Digital Content and Intellectual property ownership

8.1. When You subscribe for a Subscription Package and download the Digital Content (see clauses 3.2, 3.4 and 10), You will not own the Digital Content. Any Intellectual Property Rights subsisting in the Digital Content remains solely with Us and/or Our licensors. What You are paying for is the permission to use it (also known as a 'licence') and only for the purpose of You using and enjoying it in accordance with these terms and conditions.

8.2. The permission to use Digital Content:

8.2.1. extends to wherever You want in the world but only if You comply with local laws;

8.2.2. is non-exclusive to You. We may supply the same or similar Digital Content to other users; and

8.2.3. is not limited for use on a certain number of computers or devices;

8.3. Digital Content may not be:

8.3.1. copied by You;

8.3.2. changed by You (which means, in particular, that You are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);

8.3.3. combined or merged with, or used in, any other database or computer program;

8.3.4. distributed, licenced or sold by You to any third party; or

8.3.5. used to promote any businesses You may have or any third party business.

8.4. The scope of the use of Digital Content shall be limited to the Permitted Purpose only.

9. Download

9.1. Once You have signed up to a Subscription Package, and Your Account has been created, You will be provided with access to Our Digital Content. At this stage, You can receive the Digital Content in a compatible or downloadable format.

9.2. If something happens which:

9.2.1. is outside of Our reasonable control; and

9.2.2. affects You being able to download the Digital Content,

We will let You have a revised time for when You can expect to be able to download the Digital Content. If Your computer or device blocks the automatic download of the Digital Content or the automatic download does

not start, You may still have the right to cancel the Contract.

10. Your responsibilities

10.1. You shall:

10.1.1. promptly perform all of Your responsibilities under this Contract;

10.1.2. notify Us within 24 hours of any Service failure, degradation and/or other concern with the Digital Content (including abuse or threatened abuse);

10.1.3. comply with all Applicable Laws relating to this Contract; and

10.1.4. ensure that You do not allow any third party to use the Digital Content provided under this Contract using Your User details;

11. Payment

11.1. We accept the following payment methods: PayNow, Paypal and Stripe.

11.2. We will do all that We reasonably can to ensure that all of the information You give Us when paying for the Digital Content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on Our part, any failure by Us to comply with this Contract or Our Privacy Policy (see clause 2) or breach by Us of Our duties under Applicable laws We will not be legally responsible to You for any loss that You may suffer if a third party gains unauthorised access to any information that You give Us.

11.3. Your credit card or debit card will be charged in accordance with clause 3.3.

11.4. All Payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via Your relevant card issuer.

11.5. The price of the Digital Content is in (\$) (USD), the price of which will be clearly indicated to You when added to Your cart.

11.6. If You require further information regarding Your chosen Subscription Package, all Monthly Fees (and any other applicable fees) will be stated on

Our Website.

11.7. We will invoice You in advance of the provision of the Digital Content on a monthly basis.

11.8. You must raise any invoicing queries by contacting support@dourocp.com within five (5) working days of receipt of the invoice for Your query to be acknowledged.

11.9. You must pay all sums properly due and payable to Us on the relevant invoice on or before the relevant Payment Date. If You fail to make any Payment in full when it becomes due then, without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the Contract. In addition, We may start to charge Interest on any and all overdue sums until You have paid all outstanding sums in full.

11.10. Unless stated otherwise all fees, charges and other Payment to be made by You under this Contract are exclusive of all relevant taxes, for which the You may be responsible.

12. Nature and quality of the Digital Content

12.1. We must provide You with Digital Content that complies with Your legal rights.

12.2. When We supply the Digital Content:

12.2.1. We will use reasonable care and skill to ensure that the Digital Content is as accurate as reasonably possible and that it is free from defects, viruses and other malicious content;

12.2.2. We do not promise that it is compatible with any third party software or equipment;

12.2.3. We comply with all Applicable laws, standards and industry practice;

12.2.4. You acknowledge that there may be minor errors or bugs in it; and

12.2.5. You accept that the Digital Content are provided on an "as is" basis at the time the Digital Content are first licenced from Us to You.

13. Faulty Services

13.1. Your legal rights under CPFTA (also known as 'statutory rights') are not affected by this Contract. For more detailed information on Your rights and what You should expect from Us, please contact Us.

13.2. Please contact Us at immediately at: support@dourocp.com if You are experiencing problems with the Digital Content or are unhappy with Our Services (a "Support Request").

13.3. We prioritise all Support Requests based on a reasonable assessment of the severity level of the Support Request reported.

13.4. We shall acknowledge receipt of Your Support Request promptly and shall resolve Your Support Request within 24 hours from Our receipt acknowledgement;

13.5. If We cannot manage to resolve Your Support Request within 24 hours and You have not been able to access the Digital Content, You will be entitled to:

13.5.1. extend the Term in subsequent 24 hours period of equal proportion to the periods of Downtime; and

13.5.2. a pro-rata deduction in the Monthly Fee based on each 24 hour period of equal proportion to the periods of Downtime, in the Monthly Fee.

14. Term

14.1. This Contract commences on the Effective Date and the Subscription Period shall continue on a rolling basis unless terminated by either Party in accordance with Clause 6.

15. Your privacy and personal information

15.1. Our Privacy Policy is available in the Privacy Policy section.

15.2. Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with Our Privacy Policy.

16. How to end the Contract

16.1. You may cancel this Contract by providing written notice by email to Us at: support@dourocp.com at any time prior to the next Payment Date.

16.2. Upon cancellation, You must ensure that any outstanding amounts owed to Us are paid in full within 7 days from Your notification to terminate this Contract.

16.3. In the event of termination of this Contract for any reason, You shall cease and desist from all further use of the Digital Content.

16.4. If this Contract is ended it will not affect Our right to receive any money which You owe to Us under this Contract.

17. Limits on Our responsibility to You

17.1. Our liability to You whether such liability arises in tort, Contract or in any other way and whether or not caused by negligence or misrepresentation shall be as set out in this clause.

17.2. Except for any legal responsibility that We cannot exclude in law (such as for death or personal injury) or arising under Applicable laws relating to the protection of Your personal information, You acknowledge and agree that We shall not be liable for any:

17.2.1. losses suffered by You arising out of or in connection with:

17.2.1.1. investment decisions You make;

17.2.1.2. Your reliance on any views, expressions, opinions or advice shared by third parties with access to the Digital Content; and/or

17.2.1.3. any scams or fraudulent activity committed by third parties using Our Website who hold themselves out to be Us and/or an authorised representative of Ours;

17.2.2. any claims that You might have for loss or damage, arising out of or in connection with:

17.2.2.1. any views, expressions or opinions shared by a third party which are defamatory or likely to give rise to an allegation of defamation; and/or

17.2.2.2. submissions or communications shared by a third party on Our Website which are, racist, sexist, homophobic, obscene, sexually explicit,

discriminatory, deceptive or offensive in any manner whatsoever or otherwise in breach of Our Website Terms of Use;

17.2.3. special, incidental or consequential damages; and

17.2.4. failure or delay due to matters beyond Our reasonable control.

17.3. Subject to clause 18.1 and 18.2 Our liability arising under or in connection with this Contract shall not exceed the sums paid by You for the Services;

17.4. The limitations of liability set out in this clause shall not apply in respect of any indemnities given by either Party under this Contract.

17. Disputes

18.1. We will try to resolve any disputes with You quickly and efficiently.

18.2. If You are unhappy with, the Digital Content, Our Service to You or any other matter, please contact Us as soon as possible.

19. Other important terms

20. Force Majeure. We shall not in any circumstances be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. If a Force Majeure Event occurs We shall be entitled to a reasonable extension of time for performance of Our obligations under this Contract.

21. Waiver. No failure or delay by either Party to exercise any right or remedy under this Contract shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either Party of any breach of this Contract shall be considered as a waiver of a preceding or subsequent breach.

22. Entire agreement and understanding. This Contract constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the specific subject matter of this Contract are hereby excluded. No amendment or modification of any provision of this Contract will be binding unless it is in writing and signed

by authorised representatives of each of the Parties.

23. Assignment. You shall not, except as expressly provided in the Contract, assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights and obligations under the Contract without Our prior written consent. We may assign, sub-contract or deal in any other manner with any or all of Our rights and obligations under the Contract without Your prior written consent.

24. Variation. We reserve the right at Our sole discretion to amend or replace any part of these terms and conditions. It is Your responsibility to check these terms periodically for changes. Your continued use of Your Account following any changes to these terms constitutes an acceptance of the terms as at the date of any changes. We may in the future offer new services, features or tools available to You which will be subject to the terms of this Contract.

25. Severance. If a court finds any of these conditions unenforceable, the rest will continue in force. Each of the clauses of these conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.

26. Third Party rights. No one other than a Party to this Contract has any right to enforce any term of this Contract and the provisions of the Contracts (Rights of Third Parties) Act 2001 is expressly excluded.

27. No set off. All amounts due under this Contract shall be paid in full, without any set-off, counterclaim, deduction or withholding (other than any required by law).

28. Notices. All notices served under this Contract shall be in writing to the Parties respective last registered addresses. Any notice or communication shall be deemed to have been received at 9.00am on the next Business Day after transmission if sent by email, This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Counterparts. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract. No counterpart shall be effective until each Party has executed at least one counterpart.

30. Governing Law. This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Singapore.

31. Jurisdiction. Subject to clause 19, the Parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Contract its subject matter or formation (including non-contractual disputes or claims).

"Account"	"Account" means an online account which is formed when You register with Us on Our Website and when You have signed up to a Subscription Package;
"Applicable Law" means:	(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the Parties from time to time; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard; or any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business;
"Business Day"	"Business Day" means a day other than a Saturday, Sunday or public holiday in Singapore when banks in Singapore are open for business;
"Calendar Month"	means a month of the year: January, February, March, April, May, June, July, August, September, October, November and December;
"Coaching Session"	means an online, private trading lesson requested by You and delivered by Us to assist You with how You trade
"Confidential Information"	means all confidential information (however recorded or preserved) disclosed by a Party to the other Party, concerning all information that would be regarded as confidential by a reasonable business person relating to the business, finances, transactions, trade secrets, customers, suppliers, intentions, processes, know-how, databases and software of the disclosing Party

	including any information or analysis derived from the Confidential Information but shall exclude, information: a) generally available to the public (other than as a result of breach of confidentiality obligations); b) available or which comes available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party to the receiving Party; or c) independently developed without access to such Confidential Information;
“Contract”	means this agreement, comprised of these standard terms and conditions (including the Schedules) and any other documents referred to herein;
“Deliverables”	means Digital Content
“Digital Content”	means the content provided by Us to You in digital format on Our YouTube or wesbite channel;
“Downtime”	means a period during which there is total loss of access to the Digital Content;
“Effective Date” means the first date on which You pay for Our Services;	means the first date on which You pay for Our Services;
“Force Majeure Event”	means an event or sequence of events beyond a Party’s reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under this Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, epidemic, pandemic, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving Our workforce or Our suppliers’ workforce;
“Intellectual Property Rights”	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all similar rights and, in each case: a) whether registered or not, including any applications to protect or register

	such rights, b) including all renewals and extensions of such rights or applications, c) whether vested, contingent or future, d) to which the relevant Party is or may be entitled and e) in whichever part of the world existing; workforce;
“Monthly Fee”	means the fee payable each month by You to Us for the provision of the Digital Content;
“Payment”	means any payment made by You to Us (including the Monthly Fee) for Services provided by Us in conjunction with Your Subscription Package in accordance with these terms and conditions;
“Payment Date”	means (in respect of any Payment amount) the day which is 30 days from date of the invoice
“Permitted Purpose”	means the purpose permitted by this Contract
“Privacy Policy”	means the privacy policy available on Our Website;
“Services”	means the provision of Deliverables by Us to You in accordance with the terms of this Contract;
“Subscription Package”	means the package selected online by You which determines the volume of Digital Content (which is licenced by Us, to You) and the Monthly Fee payable by You;
“Subscription Period”	means a single Calendar Month calculated from the first of the month to the last day of that Calendar Month;
“Term”	has the meaning given to it in clause 15.1;
“User”	means an individual login to Our YouTube channel and/or website which provides an individual access to the Digital Content;
“Website”	means Our website at https://www.dourodaytraders.com/ .

1.1. In this Contract except where the context otherwise requires:

1.1.1. the masculine includes the feminine and vice versa;

1.1.2. the singular includes the plural and vice versa;

1.1.3. headings are for convenience of reference only;

1.1.4. words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words; and

1.1.5. unless expressly stated to the contrary, each obligation of a Party shall be undertaken at its own cost and expense.

1.1.6. a reference to:

1.1.6.1. any clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Contract;

1.1.6.2. a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees; and

1.1.6.3. any legislation, enactment, order, regulation or other similar instrument shall be construed as a reference to that legislation, enactment, order, regulation or instrument as may be amended, replaced, consolidated or re-enacted.