

SMART ONLINE TRADER

ENROLMENT TERMS & CONDITIONS

Effective Date: 1 February 2026

Smart Online Trader LLC (“SOT”)

651 North Broad Street, Suite 201, Middletown, Delaware, USA

Operational Administrator: Diversit-e Smart Trade College (Pty) Ltd, Centurion, South Africa

Website & Portal: <https://hub.smartonlinetrader.com>

Email: info@smartonlinetrader.com

Support: helpme@smartonlinetrader.com

By enrolling, purchasing, or accessing any Smart Online Trader programme, course, portal, evaluation pathway, or subscription, you agree to these Terms & Conditions.

1. Definitions

SOT – Smart Online Trader LLC and/or its operational administrator Diversit-e Smart Trade College (Pty) Ltd.

Participant – the student, client, or trader enrolling in any SOT offering.

Client Portal – the hosted online participation environment located at <https://hub.smartonlinetrader.com>.

Programme – any course, membership, community, evaluation pathway, coaching, or subscription offered by SOT.

Broker – an independent third-party trading service provider introduced by SOT.

Simulated Trading – trading activity conducted using virtual funds provided by a Broker or platform provider.

Earned Renewal Credit – a conditional promotional credit applicable only toward future SOT services and not redeemable for cash.

2. Nature of Services

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Tel (+27) 010 753 2460 • info@smartonlinetrader.com • [smartonlinetrader.com](https://www.smartonlinetrader.com)

SOT provides educational and structured participation services including:

- online trading education
- behavioural coaching
- structured learning programmes
- online communities
- simulated trading participation pathways
- market commentary

SOT is **not**:

- a broker
- a financial advisor
- an investment manager
- a portfolio manager

No financial or investment advice is provided.

3. Licence to Access the Client Portal

The Client Portal is a hosted digital platform.

Participants receive a **limited licence to access and use** the platform.

Participants do not obtain ownership of:

- course material
- software
- systems
- community infrastructure

SOT may update, modify, restrict, or suspend platform access for operational, security, or compliance reasons.

Participants use the portal at their own risk.

SOT is not liable for:

- outages
- downtime

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- data loss
- missed sessions
- connectivity failures

Participants are responsible for maintaining their own records.

4. Participation Term

Certain programmes operate as a:

12-Month Participation Agreement — billed monthly

This means:

- the service term is 12 months
- billing may occur monthly for convenience
- it is not a month-to-month contract

The participant may cancel at any time, however early termination fees apply.

Monthly billing frequency does not convert the agreement into a month-to-month subscription.

5. Payment Options

SOT may offer:

- upfront payment (“one-time”)
- structured monthly billing

Both payment options grant access to the same services.

Monthly billing:

- is not financing
- is not a credit facility
- is not an instalment sale

It is a staged billing arrangement for services being provided continuously.

Access begins immediately upon enrolment, not after final payment.

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6. Payment Processing & Authorisation

Payments may be processed through Stripe, PayFast, Netcash, or by direct electronic bank transfer.

By completing checkout, the participant authorises recurring billing where applicable.

Where billing is monthly:

- charges may occur automatically
- failed payment does not cancel the agreement
- outstanding fees remain payable

EFT payments grant access only after cleared funds are received.

Chargebacks, reversals, or disputes do not cancel contractual payment obligations.

SOT does not store full card details. Payment information is handled by third-party processors.

7. Cooling-Off and Cancellation (CPA)

If enrolment resulted from direct marketing, the participant may cancel within **5 business days** in terms of the Consumer Protection Act 68 of 2008.

8. Early Termination

Participants may cancel at any time.

However, cancellation before completion of the 12-month participation term results in:

Early Termination Administration & Cost Recovery Fee

40% of the remaining subscription value.

Upfront payments are non-refundable once access has been granted.

9. Courses and Digital Content

Digital courses, recordings, and downloadable material are licensed digital content.

Once access is granted or content accessed:

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no refunds apply.

10. Launch Promotion Participation

A once-off Promotion Participation Fee may apply to certain promotional offers.

This fee:

- is not a deposit
- is not a subscription
- is not refundable after activation

11. Earned Renewal Credit

Eligible participants may receive a conditional Earned Renewal Credit.

The credit:

- is not a refund
- has no cash value
- is not withdrawable
- applies only to future SOT services

The Promotion Participation Fee is excluded.

Eligibility depends on participation compliance.

12. Market Insights Subscription

The Market Insights Telegram channel provides general market commentary only.

It does not constitute:

- trading signals
- financial advice

Monthly billing applies.

30-day cancellation notice required.

Non-payment results in suspension.

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13. Broker Relationship & Simulated Trading

SOT acts solely as an Introducing Broker (Broker-Partner).

SOT:

- does not hold funds
- does not execute trades
- does not control trading accounts

All trading accounts, evaluations, and simulated funded participation are governed by the Broker's own Terms & Conditions.

Simulated trading uses virtual funds and does not represent employment or guaranteed income.

Broker rules form part of this Agreement.

14. Community Rules

Participants must comply with Community Rules at all times.

Breaches may result in:

- suspension
- removal
- termination

Termination due to misconduct does not entitle the participant to refunds.

15. Non-Payment & Default

Failure to pay constitutes breach of contract.

SOT may:

- suspend access
- terminate participation
- restrict services

Default does not cancel payment obligations.

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16. Handover & Recovery Costs

If handed over to a collection agency or legal representative, the participant agrees SOT may recover:

- administrative handover costs (USD \$15)
- collection commission
- tracing fees
- legal fees where permitted

SOT may share necessary information with recovery agents and credit bureaus where legally permitted and in accordance with POPIA.

17. Privacy & Communications

SOT processes personal information in accordance with the Protection of Personal Information Act and recognised international privacy principles.

Participants consent to receiving:

- service notices
- support communications
- educational content
- promotional communications

Participants may opt out of marketing communications at any time.

18. Marketing Use

Participants consent to SOT using:

- anonymised performance data
- testimonials
- participation achievements

for educational and marketing purposes.

Identifiable information will not be used without consent.

19. Electronic Contracting

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This agreement is concluded electronically under the Electronic Communications and Transactions Act 25 of 2002.

Electronic acceptance constitutes a binding agreement.

20. Governing Law

This Agreement is governed by the laws of the Republic of South Africa.

Mandatory consumer protections in the participant's country of residence are not excluded.

21. Acceptance

By completing checkout, the participant confirms:

- they are 18 years or older
- they understand trading involves risk
- they agree to these Terms & Conditions

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