

## **1. Introduction**

Welcome to The TBR Academy's Discord server ("Discord"). By accessing or using our Discord, you agree to abide by the following Terms of Use. Please read these terms carefully before proceeding.

The TBR Academy ("Academy") and all related content associated with our company are referred to throughout this document as "Discord". By accessing this Discord, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this Discord. The materials contained in this Discord are protected by applicable copyright and trademark law and are enforced through the use of a copyright agency and legal counsel.

## **2. User License**

Permission is granted to access materials on the Discord for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- Share the materials;
- Modify or copy the materials;
- Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained on the Discord;
- Remove any copyright or other proprietary notations from the materials; or
- Transfer the materials to another person or 'mirror' the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by this Discord at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

This license grants users/participants access to the Discord's services. The participants are connected to other participants and mentors via the Discord, allowing the participants to provide, receive, and discuss information together through live interaction, contemporaneous with the discussion. The participant may interact with mentors through various channels, such as Zoom sessions, Discord chat, Telegram chat, or email conversations, to evaluate progress and seek assistance in real time.

## **3. Disclaimer**

The materials on the Discord are provided 'as is'. The Academy makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, the Academy does not warrant or make any representations concerning the accuracy, likely

results, or reliability of the use of the materials on its Discord or otherwise relating to such materials or on any sites linked to this site.

#### **4. Limitations**

In no event shall the Academy be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Discord, even if the Academy or an authorized representative of the Academy has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### **5. Revisions and Errata**

The materials and services provided on the Discord may contain technical, typographical, or photographic errors. The Academy does not guarantee the accuracy, completeness, or currentness of these materials or services. The Academy reserves the right to make changes, modifications, or enhancements to the materials or services, at any time and without prior notice. While efforts will be made to provide updated information, the Academy does not commit to regular updates of the materials or services.

#### **6. Links**

The Academy has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Academy of the site, including software like Tradingview, Metatrader 4, and any forex brokers referred to within the Discord. Use of any such linked website is at the user's own risk.

#### **7. Terms of Use Modifications**

The Academy may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then-current version of these Terms of Use.

#### **8. Governing Law**

Any claim relating to the Discord shall be governed by the laws of the [Owner's Jurisdiction] without regard to its conflict of law provisions.

#### **9. Results Disclaimer**

The Academy may express or utilize testimonials or descriptions of past performance, but such items are not indicative of future results or performance, or any representation, warranty, or guarantee that any result will be obtained by you. These results and performances should not be considered typical, and you should not expect to achieve the

same or similar results or performance. Your results may differ materially from those expressed or utilized by this Academy due to a number of factors.

This Academy and its owners, contractors, employees, and affiliates are not licensed brokers or financial advisors. All content shared is for informational and entertainment purposes only. This Academy does not offer financial advice and no content shared should be treated as financial advice to buy or sell any financial market/material asset, including but not limited to a: security, cryptocurrency, foreign exchange currency pair, commodity, index, or future. You should consult with a licensed financial services provider before engaging in or placing trades in any type of financial market. This Academy is not responsible for losses incurred as a result of applying the material in the Academy's content. This Academy does not contractually guarantee profitable trading or anything specific at all. Trading carries a large amount of risk and investors can lose all or more of their initial investment. Investors should never risk more than they can afford to lose. Making a payment to this Academy is strictly in exchange for this Academy's user license, and is not in exchange for any financial service or financial product.

## 10. Rules for the TBR Academy Communities

- **Prohibition of Illegal Activities:** Engagement in any illegal activities, discussions, or communications related to such activities is strictly forbidden.
- **Zero Tolerance for Threats:** Any form of threat against another member, regardless of circumstance, is entirely unacceptable and will not be tolerated.
- **Restrictions on Offensive Content:** The use of racist, obscene, or vulgar content, including text messages, images, and voice messages, is strictly prohibited.
- **Respect for Diverse Opinions:** We expect all members to demonstrate respect for the opinions and perspectives of others. The use of abusive language towards a fellow member or staff member will not be tolerated.
- **No Spam Links:** Posting any links identified as spam or leading to spam websites by our moderators is strictly forbidden.
- **Adherence to Advertising Policy:** Advertising in any form (services, discords, bots, etc.) is prohibited unless explicit consent is granted by TBR.
- **No Solicitation for Other Entities:** Solicitation for other servers, chat rooms, channels, threads, or any other entities is strictly forbidden.
- **Avoid Inflammatory Discussions:** We kindly request that all members refrain from engaging in inflammatory discussions on sensitive topics, such as religion and politics.
- **Prohibition of Services Solicitation:** Soliciting services or other Discord servers through channels or direct messages is strictly prohibited.

## 11. Data Processors

To ensure compliance with data protection laws and to provide our services effectively, The TBR Academy uses several third-party data processors. These processors handle various types of data on our behalf, ensuring high standards of data security and compliance. The current list of data processors includes:

- **XYLEX:** Provides data processing services for user data. This agreement outlines how XYLEX processes and protects your data.  
<https://xylex.ai/legal/data-processing-agreement>
- **Stripe:** Used for payment processing.
- **Whop:** Used for service integration.
- **Discord:** Used for communication and community management.

By using our services, you agree to the involvement of these data processors as necessary to the provision of our services. You can find more detailed information about their data processing agreements on their respective websites.

## 12. Risk Disclaimer

The TBR Academy algo., operated by TradesbyRob, offers an extensive range of trading and investment tools, services, products, and educational resources. While we provide valuable trading and investment support, it's important to understand that TBR Academy algo. is not a registered financial advisor and does not hold registrations with financial regulatory bodies. We do not manage client funds or provide personalized investment advice.

Our educational resources, including tools, products, and services, are designed solely for educational purposes. They represent our perspectives and should not be construed as professional financial advice. Due to the inherent risks involved in trading and investing, we strongly urge all traders and investors to fully comprehend these risks and seek guidance from financial experts before engaging in any investment activities. TBR Academy algo. bears no responsibility for any financial outcomes resulting from the application of our educational resources.

Client testimonials and experiences are subjective and personal. They should not be viewed as indicators of future success or as typical results. We do not track specific results or guarantee any particular achievements through our educational content, as individual trading and investing outcomes can vary significantly.

Trading and investing carry high risks and may lead to the complete loss of investment. Decisions regarding trading and investing should be made with careful consideration. The information we provide is intended for educational purposes only and should not be construed as tax, legal, or investment advice. Mention of various financial instruments, such as stocks, options, futures, or other securities, does not constitute an endorsement or recommendation.

## 13. Third-Party Link/Content Disclaimer

Our website may contain links to third-party websites or resources, and we do not guarantee the accuracy, completeness, or reliability of any content or information provided on those websites. Inclusion of any third-party links or resources on our website does not imply endorsement or recommendation by us.

## 14. Hypothetical Performance Disclosure

Please be aware of the inherent limitations in hypothetical performance results. There is no guarantee that any trading or investment account will achieve profits or losses similar to those depicted in hypothetical scenarios. Actual trading and investment outcomes often differ significantly from hypothetical performance results. Hypothetical trading and investment do not involve real financial risk, and no hypothetical trading or investment record can fully account for the impact of financial risk in real trading or investment scenarios. Crucial factors, such as the ability to withstand losses or adhere to a trading or investment strategy despite losses, are essential and can adversely affect actual trading or investment results. Various market-related factors or specific implementations of trading or investment programs, not fully considered in hypothetical performance results, can negatively impact actual trading or investment outcomes. Testimonials featured on our website may not be indicative of the experiences of other clients and do not guarantee future performance or success.