

TERMS AND CONDITIONS

The websites www.cbmglobal.io and my.cbmglobal.io are owned by Force International CVBA, (in short also called "Force") and is managed and maintained by Force. CBM Global (in short also called "CBM") is a brand name of Force International CVBA. Also see point **D: BRAND NAMES**.

A - CONTACT DETAILS

Address:

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Telephone number:

0032 14 24 85 11

E-mail address:

info@cbmqlobal.io

Social media:

https://www.facebook.com/CBMglobal.io

https://twitter.com/CBMglobal

B - OPENING HOURS

We are available by phone every workday (Monday-Friday, holidays excluded) between 9AM and 5PM. If you want to pass by our office, please contact us first to make an appointment so that we can be at your full disposal.

C - COMPANY NUMBER

You can find us under the company registration number 0647.631.485.

D - BRAND NAMES

Force International also operates under the following brand names: CBM Global, TradeLand, MicroMaxCash, TradeUnity, NexiTrade, WhiteRavenFX, Brandologic, VAIOX, CherryFile, IrisCall, The People's Web, Eticketbooker.

GENERAL

CBM is entitled to change the Terms and Conditions or to add things. Small adjustments of minor importance can always be implemented. Big, substantive changes will be communicated to the customer beforehand. This will always be visible on the website and can easily be saved on a sustainable data carrier. We therefore advise to consult the website regularly to verify if any changes were made.

Furthermore, CBM is free to remove the website(s) from internet, to suspend the website(s) fully or partly or to stop them for maintenance, updates or any other reason, as they see fit and without prior notice.



A - BASIC CONCEPTS

In this list, some basic concepts from the Terms and Conditions are defined to clarify them for both parties:

- Force/CBM: The natural or legal person that offers products, (access to) digital content and/or services at distance.
- You, the customer: The person who accepted these Terms and Conditions and bought a product/service.
- Order: The order of a product or service. The order is part of the buy process.
- Agreement at distance: An agreement between Force/CBM and the customer is being closed in the context of an organised system for sale at distance of products, digital content and/or services, for which one or more techniques for communication at distance are solely or completely used until the agreement is closed.
- **Techniques for communication at distance:** There has to be a way to close a deal between the seller and the customer, without the simultaneous presence of both parties. Specifically, this means that the sell is done at distance, without the seller and the customer physically located in the same room and that e.g. a telephone, the mail, internet...may be used to conclude an agreement.
- Waiting period: The period in which the customer can decide whether he/she chooses not to buy the product/service and can use his refund right.
- **Refund policy:** The possibility for the client to dissent from an agreement at distance within the waiting period.
- Day: Calendar day
- Broker: Infinox Capital LTD in the UK

COPYRIGHT

All trademarks and names on the websites are protected by copyright and the trading rights of Force, unless specified otherwise. This mainly, but not only, applies to the Force company logos. Neither this website, nor the data on it can in any way give a third party the right, or can be used for a third party to get the right, to the use of Force's intellectual property rights.

The text, image, display, sound and animation files, and all other information and their graphical representation on the website, as well as the website layout and structure as such, are subjected to the copyrights of Force, unless specified otherwise.

The websites cannot be fully, nor partly multiplied, spread, altered or included in other websites without prior written consent by Force. In doing so, the content cannot be altered in any way and all notifications regarding the copyright and ownership must be taken over.

CBM offers automatic trading software licenses for the Forex market. The customer doesn't buy any property, but only the right to use the software.



GENERAL APPLICABILITY

These Terms and Conditions are both important to you and to us. Herein, we specify what we do for you, but also what we expect from you.

The Terms apply when a purchase actually took place. Accepting the Terms and Conditions is therefore necessary to place an order.

The Terms apply to every offer of a product and/or service and to every sales agreement that is entered into with a client at distance. When a product and/or service is ordered, the Terms are presented to the client again, before the agreement is concluded.

Together with your order confirmation, a copy of the Terms and Conditions will be sent to you again, in a format that you can save and print. We advise you to always do this. The Terms and Conditions are always available on the website, can be downloaded as a PDF and/or can be printed.

If a user asks for a paper version of the Terms, we will provide it free of charge. A minor cannot register for an account and cannot order a product or service. If you're not 18 years old yet, your parents or your legal guardian should do the registration and place the order. If we notice that an order has been placed by a minor, we can refuse it.

Placing an order on our website, applies as an explicit acceptance of our Terms, which are always accessible through our website and which are sent together with the order confirmation. The used language of a concluded agreement is English. In case of any confusion, you can always contact our customer service.

THE OFFER

An order can only be placed via my.cbmglobal.io.

CBM Global offers automatic trading software licences for the Forex market, intended for private and professional use.

We will always try to clearly and fully show the price, description and other product modalities, in order to have a sufficiently detailed outline for the customer to enable a good assessment of the product offer.

Apparent mistakes or faults in the offer do not commit CBM.

An online order can only be handled when the customer has clearly identified himself.

The customer knows that product specifications can change over time and therefore, he needs to keep himself up to date about the future specifications and about the availability of the products and services.

CBM cannot guarantee an uninterrupted availability of the goods and can alter the product offer at any time. We are not liable for the removal of a product from our offer.



THE AGREEMENT

The agreement is concluded when a customer accepts the offer and thereby meets the required conditions. Every order thus applies as an unconditional acceptance of the offer and will create a sales agreement.

After the order has been placed, the customer receives an order confirmation e-mail. As long as the customer didn't receive an order confirmation, he can dissolve the agreement.

Following information is given in the order confirmation e-mail:

- The address where the customer can turn to for complaints
- The conditions under which and the way the customer can use the right to refund, and a clear report concerning the exclusion from the refund policy
- Information about guarantees
- The existing service after a purchase
- The price of the acquired product/service including VAT
- Possible delivery costs
- The chosen payment method
- The delivery or execution of an agreement at distance

Placing an order happens online. We take the necessary technical and organisational measures to secure the electronic data transmission and we provide a secure web environment, also for your online payments.

Insofar as authorised by and consistent with the applicable legislation, we can – if there's a motivation – refuse you as a customer or commit particular conditions to the execution, if we have objective reasons to doubt your creditworthiness or the responsible closure of an agreement at distance.

SIGNATURE AND EVIDENCE

The customer accepts electronic evidence.

You cannot carry out a transaction at CBM Global, without doing a registration first and thus creating an account.

At the first online order, the customer needs to follow the tendering procedure. After that, the customer only needs to log in again to place a new order. The customer is solely responsible for the data accuracy that he or she provides.

The eventual order confirmation by the customer applies as the acceptance of the order at the prescribed price. The customer's ratification applies as signature and the explicit acceptance of all website transactions.



REFUND POLICY

A - GENERAL RIGHT TO ASK FOR A REFUND

CBM Global offers automatic trading software licences for the forex market, in other words software, which means digital content on a non-material carrier.

Before the product acquisition, the customer gets a clear explanation about losing the right to ask for a refund when he agrees with the digital acquisition during the refund period. That is because the digital service is taken into service right after the customer buys it, which is before the expiration of the refund period.

The customer needs to give his explicit and prior permission by ticking a checkbox, which confirms that:

- The service implementation can start
- The customer loses the right to ask for a refund once the service implementation has started.

If the customer does not agree with this, a product acquisition cannot take place.

If CBM didn't receive a prior, explicit permission of the customer, the customer keeps his right to ask for a refund for 14 calendar days, counting from the order day, even if the customer got access to his digital acquisition.

B - EXCEPTIONAL SITUATIONS

In the following exceptional situations, the product cannot be taken into service during the refund period:

- When the client is refused by the broker
- When the client does not fulfil a deposit of trading capital to the broker

In these exceptional situations, the customer can dissolve the agreement of the leverage of this digital content - which is not provided on a material carrier - during 14 calendar days. Of course, we would like to be informed about the reason, but the customer is not obliged to do that.

The waiting period takes effect as from the moment the customer confirms the order.

If CBM did not inform the customer about the right to ask for a refund at the time of the order, the right to withdraw is being extended with 12 months.

Refunds are only possible when you live in the EU.

Promotional and/or incentive product offers are non-refundable.

C - EXECUTION OF THE RIGHT TO ASK FOR A REFUND BY THE CUSTOMER

If the customer in above exceptional situations (B) wishes to use his right to ask for a refund, he then reports it unambiguously within the refund period of 14 calendar days, written in an e-mail or by registered letter through the refund document.

The risk and burden of proof for the right and timely execution of the right to ask for a refund are with the customer.



REFUND POLICY

D - CBM'S OBLIGATIONS FOR A REFUND

From the moment we receive the customer's writing about the refund, we will inform the customer through an acknowledgement of receipt.

From the moment we receive the customer's refund request in writing, it takes no more than 14 days to pay the complete order back. Initially, we use the same payment method, unless the customer agrees to another method.

If you believe that CBM has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old.

We reserve the right to issue refunds at our sole discretion. If we issue a refund, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

THE PRICE

The services and products are billed at the prices that are mentioned on the order confirmation and the invoice. Possible additional services or products will be billed according to the pricing list that is in effect at the moment of the additional order.

Unless there is an explicitly different, written and prior agreement, the prices are always excluding VAT.

FULFILLING THE AGREEMENT

CBM accounts for the fulfilment of the products and/or services agreement, the specifications mentioned in the offer, the reasonable requirements of adequacy and/or usability and the existing legal provisions and/or government regulations at date of establishing the agreement.

The customer has to report every lack or qualitative shortcoming, written through e-mail or a registered letter.

CBM is not responsible for force majeure, accidents or wrongful usage of the product/service by the customer.

DURATION OF THE AGREEMENT

The software license needs to be bought once for every product. The software is activated on the capital that is deposited at the broker for the purchased product. At the time when the customer withdraws his full capital at the broker, the trading account is automatically unticked from the MAM (Multi Account Manager).



Furthermore, the customer can at any time decide to let the software cease to trade on his capital. He can do so by contacting our support through email or telephone. We will provide the customer with the correct information and we will arrange it with the broker free of charge.

PAYMENT

The prices are the ones that are mentioned on the website at the moment of the order. All prices are excluding VAT.

For private European customers, the VAT is calculated according to the MOSS (Mini One Stop Shop) regulation. For private customers outside of Europe, a VAT rate of 21% applies.

For Belgian business customers, a VAT rate of 21% applies. For business customers outside of Belgium, but in Europe, a VAT rate of 0% applies and the VAT is being redirected (intracommunity).

For business customers outside of Europe, a VAT rate of 21% applies.

The customer accounts for passing the correct VAT number.

A payment needs to be done before the delivery and is done through one of following payment options: Neteller, Paypal, Giropay, ING Home Pay, Ideal, Bancontact, Belfius online, KBC online, Sofort or bank transfer.

If a bank transfer is used, the order is carried out only after receiving the deposited amount. Within 14 days after the agreement has been closed, the bank transfer needs to be done and the payment needs to be on our account. If not, the order expires.

The customer is obliged to report inaccuracies in provided or mentioned payment details to CBM without delay.

CASHBACK

Once the software is activated on the capital that is deposited by the client to the broker for the purchased product, the client will automatically enter into the CBM cashback grid and is eligible to earn a cashback based on commissions generated on their own trading account as well as on the trading accounts of other clients. The full details of these algorithmic calculations can be found in the CBM cashback document.

In case of a withdrawal initiated by the client that results in a balance that is lower than 45€ per node, the node is no longer considered active and will not generate cashback for the client anymore.

COMPLAINTS REGULATION

Of course, we hope our clients are 100% satisfied. If you do have complaints about or products/services, you can contact us through support@cbmglobal.io or the telephone number 0032 (0)14 24 85 11. Please always clearly and completely describe your complaint.



We always try to help our customers as fast as possible. The customer always receives a receipt message and the news that we will do everything to handle the complaint within 10 days. If the complaint asks for a foreseeable longer processing time, we will inform the customer about it.

Only the Belgian law is applicable to all agreements between CBM and the consumer to which these Terms and Conditions relate, and you and we agree to submit to the exclusive jurisdiction of the Courts of Hasselt (Belgium) for all disputes which may arise out or in connection with these Terms and Conditions. If – for reasons of international law – any other law is applicable, the Belgian Law of Market Practices and Consumer Protection will in the first place be looked at for the interpretation of the current Terms and Conditions.

In case of an extrajudicial arrangement of the dispute, the Consumers Ombuds Service of the Federal Public Service of Economics is empowered to receive every request for an extrajudicial arrangement of consumer disputes. They will in turn handle the request themselves or they will pass it on to a qualified entity. The Consumers Ombuds Service is accessible through this link: http://www.consumentenombudsdienst.be

Moreover, in case of cross-border disputes, the consumer can appeal to the Online Dispute Resolution Platform of the European Union through this link: http://ec.europa.eu/odr

LINKS TO THIRD PARTY PAGES

By means of service, CBM Global has linked its website to third party pages. Since not all websites are owned nor managed by Force, we cannot be held liable for the content of these websites. The usage of these links is at your own risk.

Without prior written consent by Force, the user is not allowed to link the website to their own or any other website.

BAN FROM THE WEBSITE AND/OR BACK OFFICE

We preserve the right to – immediately after its announcement – unilaterally deny access to the complete website and/or back office or a part of it for every physical or legal person who:

- Violates these Terms and Conditions
- Damages the good reputation of the website/the company in some kind of way
- Infringes the intellectual property rights of third parties
- Uses the website or its data for illegal purposes
- Creates a breach of trust in any other way

We also preserve the right to prosecute that same person. Access termination also means the immediate termination of all associated rights and/or compensations (such as but not limited to commissions, cashback, ...). Dependent on the extent of the breach, we will terminate the contract/collaboration, with a reasonable period of notice of 3 months, or right away in case of a serious non-performance/breach by the other party.



IDEAS AND PUBLIC FORUM

By submitting - whether online, by email, by postal mail - ideas or suggestions or otherwise collectively, 'comments', you acknowledge and agree that this information is not confidential or proprietary and that we shall be entitled, at any time, without restriction, to use or disclose (or choose not to use or disclose) such information for any purpose, in any way, in any media worldwide and that you are not entitled to any compensation or reimbursement of any kind under any circumstances and that we are and shall be under no obligation to maintain any comments in confidence nor to respond to any comments. You agree that your comments/posts/emails/... in any manner will not violate any right of any thirdparty,

including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

WARRANTY

The information on this website is offered by CBM in the form of where it is situated and meets with all applicable legal regulations. It is provided without any implicit or explicit guarantee. Although we can assume that the information is correct, mistakes or inaccuracies cannot be ruled out.

CBM does not guarantee that the functions or applications on this website are free of interruptions and/or malfunctions. CBM can also not guarantee that the server and/or website are free of viruses or other harmful elements.

DISCLAIMER

CBM explicitly rejects every liability for derogations as a consequence of system mistakes or (temporary or permanent) shortcomings on the website, its application or other tools. In the extent to which the applicable legal regulations allow this, CBM cannot be held accountable for any damage that comes from the website usage or from the inability to use it.

TRADING DISCLAIMER

You should know that trading foreign exchange (Forex) and Contract for Difference (CFD's) carries a high level of risk to your capital, including losing more than your initial deposit. Forex and CFD's are leveraged products and the effect of leverage is that both gains and losses are magnified. The past performance of a financial instrument is no guarantee or indicator of future performance. Trading Forex and CFD's may not be suitable for all investors, so please ensure that you fully understand the risks involved, and seek independent financial advice if necessary. You should only trade Forex if you have sufficient investing experience and knowledge, a thorough understanding of the risks involved and if you are dealing with money that you can afford to lose.



INVALIDITY

In the event that one or more of the terms set out in these Terms and Conditions is held to be illegal, invalid or otherwise unenforceable by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.

Last amendments made to these Terms and Conditions on April 28th, 2018