

**Welcome to Spica**  
**( the "Company")**  
  
**and**  
  
**The Visitor or Member**

Responsibility of Visitors

**PLEASE READ, UNDERSTAND THE DISCLAIMER BELOW CAREFULLY.  
YOU MUST ACCEPT ITS TERMS BEFORE YOU CAN PROCEED.**

SPICA believes that it is important to provide you with certain information concerning its relationship with you and assisting you becoming aware of the risks involved in entering over-the-counter contracts for foreign currency, precious metals, and contracts for difference (“CFDs”) (collectively, “OTC Contracts”).

Users of this website are responsible for observing all applicable laws and regulations in their relevant jurisdictions before proceeding to access the information contained herein. By proceeding to access the information, users are deemed to have represented and warranted that the applicable laws and regulations of their relevant jurisdiction allow them to do so. No information contained on this website constitutes or would be deemed to constitute an invitation in any jurisdiction to invest in any financial asset.

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I, (the visitor/member) an individual, and not an institution or part of an institution, or any affiliation to an institution intending to be legally bound, attest that I am familiar with and hereby consent to the terms in this Agreement in consideration of my being granted conditional and confidential access to certain information, specified below, that is owned by, produced by, or in the possession of SPICA.

You consent being of a healthy, fit and proper mind and must solely accept and agree its terms and conditions before you can proceed. By viewing or using this website or any part of it, you agree to all of the Terms and Conditions of this website, which together with our privacy policy govern SPICA'S relationship with you in relation to this website.

Each time you use the website, the current version of the Terms and Conditions will apply. The term/name Spica or "us" or "we" refers to the owner of the website whose. The term "you" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- All performance claims found on SPICA about trading must be regarded as hypothetical and educational. Use of Spica to offer or subscribe to a trading alert indicates you agree to our Terms and Conditions. Before using any trade alert you should be aware that there is often a vast difference between hypothetical results and real-life trading results achievable in a real brokerage account, and real-live results are almost always vastly worse than hypothetical results. Performance results by you and with Spica do not take into account fees, spreads and/or trading commissions that may be charged by your broker, Please consult with your broker for information on these costs.
- Performance results do vary by person to person, location to location including their own reaction time to act, due to time zone difference, all messages including alert distribution, connectivity, speed of connectivity all vary and do cause lag market order openings and market order closings in which may cause you to lose funds or not enter or exit appropriately is not SPICA'S responsibility.
- Trading is never without risk and you are urged to carefully read and consider the following before utilizing any or all of our services: (a) No aspect of the Site is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Site to be a substitute for professional financial advice or pushy intentions. While individual participants may offer investment advice or opinions and/or effect a transaction which may be subsequently copied by another trader in our membership, such advice, opinions, or trades amount to nothing more than exchanges between persons who may be anonymous or unidentifiable or simply the execution of a trade by such traders. Spica

- does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever by making such information and/or features available to you. You should use any information gathered from here and/or utilize the Spica features only as a starting point for your own independent research, decision making and general knowledge. (b) The Site, Services, and Spica Alert features are provided by Spica solely for informational/educational/simulation purposes. Spica and/or any on its behalf, including its affiliates and their employees and agents are not investment or financial advisers. ANY INVESTMENT DECISIONS YOU MAY MAKE IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR WEBSITE OR AS A RESULT OF THE USE OF THE Spica Alerts TRADING FEATURES, ARE AT YOUR OWN RISK AND Spica Alerts, HAS NO PARTNERS OR AFFILIATES, BUT SPICA'S OWNERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION AND EXPERIENCE. (c) If you choose to copy specific traders and/or trades and/or to engage in transactions based on content on the Site, then such decision-making and transactions and any consequences flowing therefrom are your sole and exclusive responsibility. (d) You may achieve a materially different result than the Spica Alert that you followed, especially if you place additional trades in your account or you modify or cancel an order generated by the Spica Alert. (e) Non-Members are not supported, if discovered you are re-distributing, selling, mimicking, imitating, duplicating Spica's intellectual property as if its your own, you (if tied to an institution) will be prosecuted and fined 3 billion dollars to the institution as a result of thieving intellectual property/ misuse of trade secrets if found to be an individual without ties to central banks / institutions you will be prosecuted and your membership will be cancelled. (f) Any past performance indicated on this Site is not indicative of future results. Anyone investing should be able and prepared to bear a loss of his or her entire investment. You are fully responsible for any losses you may sustain as a result of our Spica Alerts of instructions generated as a result of the utilization of any of the Spica Alerts in trading and its features.
- Any comments/opinions/alerts or market advice found on the website and including offsite are not necessarily the opinions of Spica Alerts and should not be construed as a solicitation or recommendation or pushy

manipulation. The individuals offsite comments/opinions are not reviewed or researched by Spica. If you chose to make decisions or place trades based upon the outside comments, you are doing so at your own decisional risk. Spica and its Alerts are not responsible for any losses incurred due to the use of the content on Spica.com.

- You must be 18 years of age or older to use the website. You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into, and abide by, the contract created by the Terms and Conditions.
- To the maximum extent permitted by applicable law, in no event shall Spica or their respective owners, officers, directors, shareholders, employees and agents be liable for any damages, liability, claims, expenses and costs, incurred by you ( the receiving party) as a result of your use of the site or the information. Without limitation, they shall not be liable for any lost profits, lost savings or any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever, including, without limitation, damages for loss of business profits, business interruption, internet connection and or acts of god interruptions, atmospheric/ solar disruptions that are out of human control, and any other form in loss of business information not mentioned herein, costs associated with recreating lost data, the cost of any substitute program or other pecuniary loss, arising out of this agreement or the use of or inability to use the site or the information, whether resulting from impaired or lost data, or any other cause, even if Spica has been advised of the possibility of such damages.
- You agree to protect and fully compensate Spica and their affiliates from any and all third party claims, liability, damages, expenses and costs, including, but not limited to, reasonable attorneys fees, caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any trade secrets, intellectual property or other right of anyone.
- Spica is not providing exchange, investment, tax or legal advice, acting as a fiduciary or endorsing any company, property, product, service, exchange, security, instrument, or any other matter by posting any participant submitted information on the website.
- Spica is not disposing analysis, exchange, trading, brokers, or investment advisory services on this website. We do not purport to tell people, or suggest to people what they should buy or sell for themselves or who can guide them so. Neither Spica nor anyone affiliated with Spica is responsible for any exchange, trading, or investment decision made by

participants on the basis of using this website. Participants should always review, understand and accept what they see and feel on their own charts read and other relevant material, check with their licensed financial advisor and their tax advisor to determine the suitability of any exchange or size of execution order investment.

- You acknowledge that there is a risk that the website may knowingly contain incomplete, incorrect, inaccurate, misleading and/or false information.
- The information on this website is not verified in any way.
- The content of the web pages and distributed alerts of and from the website is for your general information only, including educational and entertainment purposes, with no responsibility or liability regarding this information or resulting from it. The content is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee regarding the information on the website, including, but not limited to, the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the website for any purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on the website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the website meet your specific requirements and educational purposes
- The information posted on the website should not be used by others in connection with any sale, offer for sale or solicitation of an offer to sale or buy foreign currency, securities or any other investments, and is not a recommendation or opinion for you to participate in any transaction.
- This website contains material which is owned by Spica. This material includes, the design, layout, look, appearance, graphics and our alert app, and any information or materials, which includes, but is not limited to any information or materials provided by us. We own to use and share, for any purpose, any and all ideas, concepts, know-how, techniques or other information provided by us to all its participants by the website. Reproduction of anything, imitating as if any of the material recieved is of their own work is strictly prohibited by local and international law and deemed a criminal act.

- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Spica shall have no duty of confidentiality regarding personal or other information submitted on the website. We shall act as provided in an applicable privacy policy, or as otherwise required by law, with respect to the disclosure of personal information, includes, but is not limited to names, address, or email address submitted to us. If you would like to protect any information submitted by you, please submit it to us under the bolded statement that the following information is personal and confidential and do not submit it to us as all or part of a web posting. We expressly disclaim any responsibility for reviewing or evaluating any information submitted to us as part of a web posting.
- Unauthorized use of this website may lead to a claim for damages and/or be a criminal offence.
- You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your login e-mail address, allows you to access certain portions of the website.
- By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address and mobile device. It is your responsibility to update or change that address, as appropriate.
- If you become aware of any unauthorized use of your registration information, you agree to notify Spica immediately.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information and education They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) or results of learning and comprehension from them.
- Any material downloaded or otherwise obtained through the use of the website is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of any data that results from the download of any such material.
- Spica reserves the right to, and may, cancel membership fees, terminate or temporarily suspend your access to all or any part of the website, without notice, for conduct that Spica believes violates these Terms and Conditions or any of its policies or guidelines, or for any other reason in its sole discretion. Spica will bear no responsibility or liability from such action.
- When using the SPICA website, you must comply with all applicable laws, any applicable foreign or domestic regulatory body, national or other

- securities exchanges.
- In the event that any provision of these Terms and Conditions is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.
  - Spica is registered in Canada and solely powered by Spica, a Canadian company, therefore your access to and use of this website, and these Terms and Conditions, are governed by and will be construed solely in accordance with the laws of the Country of Canada, without giving effect to any law or rule that would cause the laws of any jurisdiction other than of Canada to be applied. Any action arising out of these Terms and Conditions or this website shall be litigated in, and only in, courts located in Toronto, Canada, and you agree to submit to the exclusive jurisdiction of those courts, and further agree that they are a convenient forum for you.
  - All monetary transactions with SPICA are final and non-refundable.
  - Subscriptions can be used as soon as the payment is done; any purchased subscription will be active for a **30 day period**.
  - Your first sign up is a **30 day trial and is a cost to you of only 59.95**.
  - When your 30 day trial is complete, if you then follow with a subscription, your account will be billed monthly every **30 days** for **150.00 USD**. It will be scheduled on the **last day of each month**.
  - It is not our responsibility, but in your own care if the monthly renewal has not gone through its completion; due to internet connections, any weather, any unforeseen acts of god, any systems failures, any criminal and unlawful activity.
  - To cancel your subscription you will have to contact us **3 days** prior to the up coming next month.
  - If the system fails to charge your account it will not attempt further times into the new month to make the transaction, and your account will remain closed until the transaction is made successful.
  - You are responsible for all taxes (if any) associated with the service where you reside.
  - Spica is registered in Toronto, Canada  
**general inquires: support@e-spica-l.com**
  - Spica payments are processed by **Paypal which are PCI-DSS compliant**.
  - Spica does not accept applications from residents of Turkey and any

country which deems itself a self proclaimed sovereign without logic. The information on this site is not directed at residents in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

### **Service Termination**

- The member may terminate the services he/she is subscribed to at any time by disabling auto-renew of the services in the company's website or by contacting support. To eliminate all doubt, it is clarified that termination by the Client may not be carried out by any method other than using the website or contacting support and that the Client's request by email not to renew the service must be received by the Company at least **3 days and up to one (1) week before** the next service renewal date comes into effect. Termination as per Client's request or action is immediate and cannot be delayed to a later time.
- Spica may, at its sole discretion and without having to provide reason, refuse provision of the services, and may terminate the service at any time for any reason not stipulated herein, by notice to the e-mail address provided by the Client or without notice
- Spica may terminate the service immediately at any time, without prior notice, if it determines, at its sole discretion, that the Client fails to comply with any of the terms and conditions of the Agreement, or in the event that there are reasonable grounds to suspect that the Client is acting in a manner inconsistent with any of these and or complete Terms of Use.
- IN ANY EVENT OF TERMINATION OF THE PRODUCT OTHER THAN PURSUANT TO SECTION 1 and 2 ABOVE, REGARDLESS OF THE TIME OF ITS OCCURRENCE, THE MEMBER IS NOT ENTITLED TO ANY REFUND OF PAYMENT, AND ANY AND ALL SUMS OWED BY THE CLIENT IMMEDIATELY BECOME DUE AND PAYABLE.
- In the following cases, Spica reserves the right to terminate a membership without prior notice:
  - The use of a 3rd party trading system without its written consent.
  - Any form of advertising of 3rd party services which are not related to Spica.
  - Any means to falsify or adjust trading results as delivered on Spica.
  - The use of spam to promote a signal.
  - Any method that may compromise the operation of Spica.



- The reproduction, copying, imitating or reselling of the Spica's service without the permission of Spica.
- Using 3rd party accounts.

### Membership Subscribers

All monthly subscriptions and transactions per trade with our app are non-refundable by Spica under any circumstances, including persons or persons of in and around 3rd party providers, brokers with offsite information which includes gossip, false expertise, platform errors, technological limitations.

Spica will not be liable for any members use which may conflict or limit the Spica's Alert service from operating correctly, such as, invalid login credetials, speed connectivity or the members service providers

Except as expressly provided by this refund policy, neither Spica, nor our owners, officers, principals, employees or agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in the Spica Alerts service.

## **CONFIDENTIAL NON-DISCLOSURE**

**As consideration for my membership, or my continued membership, with**

**SPICA (The company)**

**I hereby agree to be governed by and to comply with the following terms and conditions including this section**

### **BACKGROUND**

(A) The member is of the self opinion that he or she has the necessary qualifications, experience and abilities to receive services by the company.

(B) The company is agreeable to providing such services to the member on the terms and conditions set out in the general agreement located in our home page and including

this Confidential, Non-Disclosure Agreement

IN CONSIDERATION OF

- The member shall faithfully perform all the duties which are assigned to him
- The term of membership shall be from the effective date of the first monthly membership transaction hereof until the member in the event decides to cancel his ongoing monthly membership.
- As used in this agreement all sensitive information is an over-arching term that covers any unauthorized disclosure, misuse, or negligent handling of information contained in the files, electronic or paper, of SPICA or which I may acquire as a member of SPICA could impair THE COMPANY'S Intellectual property in jeopardy, result in the denial of due process, prevent SPICA from effectively discharging its responsibilities, or violate federal law. I understand that being granted access to such information, I am accepting a position of special trust and am obligated to protect such information from unauthorized disclosure.
- All information acquired by me in connection with my official duties with SPICA and all official material to which I have access remain the property of SPICA. I will surrender upon demand by SPICA, or upon my separation from SPICA, all materials containing SPICA information in my possession.
- In the event of the death of the member as a result of accident or illness caused by the performance of his own duties, the company shall not pay any compensation to the member, which the member, agrees, on behalf of himself, and all claiming through, or under him, will be in complete satisfaction of all claims against the company, persons, officers being null and void, which may arise out of this membership, and all other statutes now or hereafter.
- I will not reveal, by any means, any information or material from or related to SPICA files or any other information acquired by virtue of my official MEMBERSHIP to any unauthorized recipient without prior official written authorization by SPICA.

- I hereby agree that I shall promptly report to SPICA, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other NON-DISCLOSURE violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting NON-DISCLOSURE violations.
- I understand that these provisions are consistent with and do not supersede, conflict with, or otherwise alter the membership obligations, rights, or liabilities created by existing law and order relating to (1) confidential information, (2) communications to any third party is of a violation of any law, rule, or regulation, or mismanagement, a gross waste of trust, an abuse of self-authority, or a substantial and specific danger to health and safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling corporate orders and law bidding provisions are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure if applicable, of such information.
- Violations of this non-disclosure agreement will constitute cause for revocation of my membership, subject me to criminal sanction, disciplinary action by law and order, and subject me to personal liability in a civil action at law, including but not limited to injunctive relief, the imposition of a constructive trust, and the disgorging of any profits arising from any unauthorized mimicking publication or disclosure, as if it, being their own. In that regard, I hereby irrevocably assign all rights, title, and interests in any such profits to SPICA.
- To keep forever secret this membership and all information which he or she may obtain by reason thereof from such obligation, with full knowledge that any violation of such secrecy may subject him to criminal prosecution under the articles of intellectual property, trade secrets, espionage act as amended, and all other applicable laws and regulations under domestic and international law.
- With respect to SPICA (the company), I hereby assign free and clear to its

officers from any federal law suits, but will pay out to SPICA and that have resulted, will result, or may result of profits from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

- I have read this agreement carefully. Each of the numbered paragraphs of this agreement is severable and if a court should find any of these paragraphs to be unenforceable, I agree that the remaining provisions will continue in full force.
- I have read and understand and warrant the guidelines on prohibited disclosures.
- I accept and warrant the above provisions as conditions of my membership or continued membership SPICA. I agree to comply with these TERMS AND CONDITIONS both during my membership with SPICA and following termination and or cancellation of such membership.

## **PRIVACY POLICY**

This Privacy Policy sets out how Spica uses and protects any information that you give Spica when you use this website. If you continue to browse or use this website you are agreeing to comply with and be bound by the following Privacy Policy, which together with our Terms and Conditions govern Spica and Spica's Alert services relationship with you in relation to this website.

This privacy notice applies to all of Spica's website, application, service, or tool (collectively "Services") where this privacy notice is referenced, regardless of how you access or use them, including through mobile devices.

Please review carefully the entire website's Privacy Policy before agreeing to it. By viewing or using this website or any part of it, you agree to the complete Privacy Policy of this website.

The term "Spica Alertt", "this website", "the website", "us" or "we" refers to the owner of the website. The term "you" members, recieving party refers to the user/member or viewer of the website.

Spica is committed to ensuring that your privacy is protected as provided in this Privacy Policy. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be

used in accordance with this Privacy Policy except with the occurrence of law enforcement request.

Spica may change this policy from time to time by updating this page, and by providing any information to Spica you're accepting such changes. You should check this page from time to time for any changes.

This policy is effective from May 10th, 2022.

### **What is personal information?**

Personal Information is information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

We do not consider personal information to include information that has been anonymized or aggregated so that it can no longer be used to identify a specific person, whether in combination with other information or otherwise.

We collect personal information from you when you use our Services.

Please note that we do NOT store credit/debit card numbers.

### **What we collect**

The provision of all personal information is voluntary, but may be necessary in order to use our Services (such as registering a membership account).

We may collect the following personal information:

- Identification details, such as name, age, etc.
- Contact information including email address, phone, etc.
- Demographic information such as postalcode, preferences, interests, etc.

- Information we are required or authorized by applicable national laws to collect and process in order to authenticate or identify you or to verify the information we have collected.
- Any information that is provided by you when using our services (community discussions, contact forms, trading account connection, etc).

### **Personal information we collect automatically when you use our Services**

We collect information about your interaction with our Services and your communications with us. This is information we receive from devices (including mobile devices) you use when you access our Services. This information could include, but not limited to, Device ID or unique identifier, device type, unique device token.

Location information. Keep in mind that when using a mobile device, you can control or disable the use of location services by any application on your mobile device in the device's settings menu.

Computer and connection information such as statistics on your page views, traffic to and from the sites, referral URL, ad data, your IP address, your browsing history, and your web log information.

### **Personal information we collect using cookies and similar technologies**

We use cookies, web beacons (or pixels), unique identifiers, and similar technologies to collect information about the pages you view, the links you click, and other actions you take when using our Services, within our advertising or email content.

We use Google Analytics which is a web analyzing tool of Google Inc. for the purposes of the adequate design and continuous optimization of our website. Google Analytics works with cookies and creates pseudonymised usage profiles, which enable an analysis of your use of our website. Information stored in such cookies (such as browser type/version, operating system used, referrer URL, Hostname of the accessing computer, time of server request) are usually transmitted to and stored on Google's servers.

## **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you. As an individual the web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **Personal information collected from other sources**

We allow you to share information with social media sites, or use social media sites to create your account or to connect your account with the respective social media site. Those social media sites may give us automatic access to certain personal information retained by them about you (e.g., content viewed by you, content liked by you, and information about the advertisements you have been shown or have clicked on, etc.). You control the personal information you allow us to have access to through the privacy settings on the applicable social media site and the permissions you give us when you grant us access to the personal information retained by the respective social media site about you. By associating an account managed by a social media site with your membership and authorizing us to have access to this information, you agree that we can collect, use and retain the information provided by these social media sites in accordance with this privacy notice. We may also use plug-ins or other technologies from various social media sites. If you click on a link provided via a social media plug in, you are voluntarily establishing a connection with that

respective social media site.

If you give us personal information about someone else, you must do so only with that person's authorization. You should inform them how we collect, use, disclose, and retain their personal information according to our privacy notice.

### **What we do with the information we gather.**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- Providing customer service.
- Improvement of our products and services.
- Periodic promotional emails about new products, special offers or other information which we think you may find interesting using the contact details which you have provided.
- Emails/alerts to you based on your membership.
- Personalized experience (including advertising and marketing) on our sites according to your interests.
- Detect, prevent, mitigate and investigate fraudulent or illegal activities including local, domestic and international terrorism

### **Ways you can access, control, and correct your personal information**

We respect your right to sign up, have access or request deletion or request restriction of our usage of your personal information as required by applicable law, unless law enforcement requests as it otherwise. We also take steps to ensure that the personal information we collect is accurate and up to date.

You have the following rights concerning our processing of your personal data:

- Right to have access to our information
- Right to rectification of your personal information
- Right to erasure of your subscription after payment
- No Right to restriction of processing
- No Right to data portability
- No Right to object (on grounds relating your particular situation) in case of



processing of your personal data based on our legitimate interest (e.g. direct marketing)

- No Right to withdraw your consent at any time in case of any consent-based processing of your personal data without affecting the lawfulness of processing based on your consent before or after monthly payment is made.

You may exercise your legal rights by contacting us via the contact form in the website.

### **How we might share your personal information**

We may disclose your personal information to other separate services within the SPICA or to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our Terms of Service, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We attempt to minimize the amount of personal information we disclose to what is directly relevant and necessary to accomplish the specified purpose. We do not sell, rent, or otherwise disclose your personal information to third parties for their marketing and advertising purposes without your consent.

In the event that Spica is acquired by or merged with a third party, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your information is controlled, treated, transferred, or used.

### **How long we keep your personal information**

We retain your personal information for as long as necessary to provide the Services you have requested, or for other essential purposes such as complying with our legal obligations, resolving disputes, and enforcing our policies.

## **How do we protect your personal information**

We use secure server software (SSL) and firewalls to protect your information from unauthorized access, disclosure, alteration, or destruction. Furthermore, our employees and third party service providers have access to your non-public personal information only on a "need to know" basis.

We follow industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, mobile app is completely 100% secure. Therefore, while we use commercially acceptable means to protect your personal information, we cannot guarantee its absolute and or any security.

## **Hacking.**

You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site, the App and/or the Content in any manner. If you in any way Interfere with any of these, you agree to pay all damages incurred by it. We will cooperate with the authorities in prosecuting anyone who Interferes with the Site, the App and/or the Content or otherwise attempts to defraud Spica or any other parties through use of the Site, the App and/or the Content or the services provided therein. Spica reserves the right to deny any or all access to the Service to any User for any reason, at any time, in our sole discretion. User agrees that we may block User's access at any time, and at our sole discretion we may disallow User's continued use of the Site, the App or the Content without notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Term and Conditions Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

You agree in that Spica is not responsible if its business activity is victimized by hackers, including its tools and services and its per trade mobile application for trade alerts, and its members, personal data compiled, monetary transactions. You completely understand the means of disruption by infiltration is not in our control and hold Spica, its owners, officers, agents, affiliates completely free from any responsibility and ensue any lawful charges to them.

## **DEFAMATION.**

You agree as a past and present member and visitor will not defame or disparage the products and services or integrity of Spica and its members if hacked and your information is compromised in any way. You agree not to project indirectly or directly exhibits which disturb or disrupt the Spica's services to its members and to of one another in any way, are prohibited. If such activity occurs at Spica, the culprit will be immediately cancelled in Spica' services and asked to stop any unacceptable conduct. Spica will shut down a members account being not in compliance with that all stated above. No refunds will be granted in of such behaviour.

## **Links to other websites**

Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Miscellaneous**

In the event that any provision of this Privacy Policy is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.