

# TERMS AND CONDITIONS

This website [www.chartguidance.com](http://www.chartguidance.com), ("the website"), including extensions\*.ch, \*.net, \*.org, and all its content, is owned by Nils Baranger ChartGuidance, PO Box 39, 1279 Chavannes-de-Bogis, Switzerland.

By accessing or using the website, you agree with following Terms and Conditions. Those apply to all services offered on or through the website, including all Reports sent by e-mail.

Nils Baranger ChartGuidance reserves the right to change, modify, add or remove portions of these Terms and Conditions in its sole discretion at any time and without prior notice.

## DISCLAIMER

All forecasts, views, opinions, recommendations and information presented on or through the Website/Reports result from the best of my knowledge and from the best of my experience since 1991. Those data are by no means a solicitation to buy or sell or deal any financial asset. Investments, trades and speculations on financial assets are risky. You are fully responsible for any investment or trading decisions you make; those decisions should be taken upon your financial evaluation, your investment objectives, your risk tolerance, the market conditions and your cash needs. In case of doubts, you should seek advice from a financial advisor. The purpose of the Website is to provide high quality data which may or may not help as a tool for investment decisions. Nils Baranger ChartGuidance does not guarantee any information and is not accountable for any loss or damage.

## Privacy Policy

Nils Baranger ChartGuidance is committed to protecting your privacy. This policy applies to former customers and current customers. The policy is to keep your personal information secure and not to be shared with any other individual or company. Nils Baranger ChartGuidance does not rent or sell its list. Payments made by bank transfer leave traces of personal information in the financial process.

If you have a question or a concern about your personal information or about this privacy policy, please contact Nils Baranger ChartGuidance.

## Subscription method

A subscription form is available on the website. It must be printed, filled and returned to:

Nils Baranger ChartGuidance PO Box 39 1279 Chavannes-de-Bogis Switzerland

## Receipt and invoice

The customer receives an e-mail when the transfer arrived and the next Report starts the exact date of the beginning of the subscription period. An invoice is attached to that e-mail.

## Returns and Refund Policy

Nils Baranger ChartGuidance has the right to cease all activities at any time for any reason. Should this event happen, all subscribers will be informed and will receive a pro-rata temporis refund. In such a case any complaint or lawsuit are excluded.

## Access and Reports

Nils Baranger ChartGuidance provides Reports that are published in an electronic document in the form of a PDF. Upon accepted purchase, the document is regularly sent in an e-mail to the customer. Payment method is solely by bank transfer.

## Copyrights

All content in the Website/Reports, including design, images, text, pictures, charts and Reports are the property of Nils Baranger ChartGuidance; it is also protected by copyright and intellectual property laws.

## Market Opinions

All opinions, ideas, views, forecasts, analyses, prices or any information presented on or through [www.chartguidance.com](http://www.chartguidance.com) are provided as general market commentary and do not constitute investment advice.

## Right to withdraw

As long as the first PDF document hasn't been sent for the first time, subscribers have right to withdraw from the contract. Reimbursement fees are at the expense of the subscriber.

## Renewal of Subscription

Before the end of subscription period, customers will receive an automatic renewal proposal. In case of approval, subscription will be renewed. In case of negative response, subscription will be automatically stopped.

### **Expiration of subscription**

All subscriptions expire automatically at the end of subscription period.

### **Cancellation of subscription**

As Weekly Reports contain medium term and long term forecasts, subscriptions can be cancelled two months prior notice, for the end of current month deadline. Thus the 3 months subscription cannot be cancelled before expiration.

### **Jurisdiction**

Governing law and venue of these Terms and Conditions are governed by and construed in accordance with the laws of Switzerland, without regard to its conflicts or law principles. You agree the jurisdiction and venue for any actions that may arise under or in relation to the subject matter of these Terms and Conditions are the courts located in Switzerland, Canton de Vaud, district of Nyon.

### **Bank Payment**

Subscription Fees are paid in Swiss Francs to:

#### **Nils Baranger ChartGuidance**

Raiffeisen Bank Nyon-La Vallée / Switzerland SWIFT RAIFCH22

Account IBAN CH13 8044 2000 0523 2415 9

*(For Switzerland only: Bank Clearing 80442 - Postal Account 12-9772-0)*

### **VAT**

VAT is applicable for all customers who reside in Switzerland.