



TBFX LIVE

New Dawn Course
Terms & Conditions
Issued by **TBFX LIVE**



New Dawn Course – Terms & Conditions

1. Introduction

Welcome to the New Dawn Course operated by TBFX LIVE. By registering, paying, or accessing our services, you confirm that you have read, understood, and agreed to these legally binding Terms and Conditions.

2. Eligibility & Commitment

Participation is open to individuals of legal age and sound mental capacity. Enrollment requires voluntary commitment, responsibility, and professionalism.

3. Scope of Services

Upon successful enrollment, Clients will receive:

- One (1) month of structured Forex training.
- Weekly Live Sessions.
- Weekly Q&A Sessions.
- Library Access to Study Materials and Books.
- Direct Consultation Support.
- Delivery via Telegram and WhatsApp platforms.

All services are educational in nature and not financial advisory services.

4. Payment Terms

Full payment must be made upfront prior to course commencement unless otherwise agreed in writing. Access to services is conditional upon payment compliance.

5. Refund Policy

All payments are strictly non-refundable, in accordance with the South African Consumer Protection Act for customized, knowledge-based services. Clients acknowledge that they are purchasing educational content, not guaranteed outcomes.

6. No Financial, Legal, or Investment Advice

TBFX LIVE is not a licensed financial advisor, legal advisor, or investment broker. All information provided is strictly educational. Clients are responsible for their own trading and financial decisions.

7. Emotional and Psychological Support Disclaimer

Participation in trading education can be emotionally challenging. TBFX LIVE does not offer therapy or mental health counseling. Clients are responsible for their own emotional, psychological, and mental well-being during and after participation.

8. Client Responsibilities

Clients agree to:

- Communicate respectfully and professionally.
- Attend scheduled sessions and complete assignments.
- Engage fully in learning activities.
- Avoid disruptive behavior toward staff or other clients.
- Refrain from making defamatory or disparaging comments about TBFX LIVE, its staff, or other participants.

9. Non-Disclosure and Confidentiality (NDA)

Clients must treat all content, course materials, strategies, consultations, and internal communications as confidential.

Clients agree not to reproduce, share, teach, distribute, or publicly display any proprietary material without express written permission from TBFX LIVE.

Breach of this NDA will result in liquidated damages and immediate legal action.

10. Intellectual Property Rights

All materials, methods, designs, and content remain the exclusive intellectual

property of TBFX LIVE. Unauthorized usage, distribution, or reproduction is prohibited and subject to legal enforcement.

11. Non-Reliance on Testimonials or Marketing

Enrollment decisions must be based solely on the official service description. Clients acknowledge that testimonials, marketing claims, or third-party endorsements are not binding guarantees.

12. Scheduling & Delivery

Live sessions and consultations are delivered weekly.

Clients are responsible for attending scheduled sessions. No refunds or credits are offered for missed sessions unless caused by verified emergencies.

13. Chargeback and Payment Dispute Prohibition

By enrolling, Clients agree not to initiate chargebacks, payment reversals, or unauthorized disputes. Any such action is considered a breach of contract and triggers immediate legal remedies.

14. Brand & Founder Protection

Defamatory statements, malicious targeting, unfounded criticism, or public attacks against TBFX LIVE, its founder, staff, or affiliates, constitute a material breach subject to liquidated damages and legal action.

15. Liquidated Damages for Breach

Clients agree that breaches of confidentiality, intellectual property rights, payment agreements, brand protection, or disruptive behavior shall incur liquidated damages of R10,000 per breach, cumulative for multiple breaches, enforceable through immediate legal action.

16. Force Majeure

TBFX LIVE is not responsible for delays, disruptions, or cancellations caused by events beyond reasonable control, including natural disasters, pandemics, government actions, internet outages, or acts of God.

17. Class Action Waiver

Clients waive the right to initiate or join any class action lawsuits, collective complaints, or group actions against TBFX LIVE.

18. Client Feedback, Testimonials, and Public Use Consent

By enrolling in the New Dawn Course, the Client grants TBFX LIVE full, perpetual, worldwide, and royalty-free rights to use, reproduce, modify, display, distribute, and publish any feedback, testimonial, success story, or related content provided by the Client, whether written, audio, video, or photographic, for:

- Marketing and advertising purposes
- Educational and training materials
- Legal defense and evidentiary purposes
- Brand promotion and related commercial use

The Client understands and agrees that:

- No royalty, compensation, payment, or future claims will be owed for the use of such materials.
- TBFX LIVE shall have full discretion to edit, adapt, or repurpose such content while maintaining the Client's original meaning.
- The Client waives any rights of inspection, approval, or ownership over how their submitted feedback or media is used.
- The consent granted is irrevocable and survives termination or course completion.

If a Client does not wish for specific content to be used publicly, they must

request this in writing before providing any testimonial or material. Failure to make such a request constitutes full consent under this Clause.

19. Governing Law and Jurisdiction

These Terms are governed by the laws of South Africa and, where applicable, Botswana.

All disputes fall under the jurisdiction of the Gauteng High Court or relevant Botswana court.

20. Continuing Rights and Severability

Confidentiality, intellectual property rights, jurisdiction clauses, and brand protection clauses survive course completion.

If any provision is deemed invalid, the remaining provisions remain in full effect.

21. Amendment Clause

TBFX LIVE reserves the right to amend, modify, or update these Terms and Conditions at any time. Continued use of services after updates constitutes full acceptance of revised Terms.

22. No Guarantee of Satisfaction or Results

TBFX LIVE provides educational services only.

Client acknowledges and agrees that:

- Satisfaction is subjective and cannot be guaranteed.
- Success in Forex trading or financial markets depends solely on the Client's personal effort, discipline, application of teachings, market conditions, and risk management.
- TBFX LIVE makes no promises, warranties, or representations regarding specific outcomes, emotional experiences, or trading profits.

- Testimonials or past student success stories are not a guarantee of individual results.

By enrolling, the Client accepts full responsibility for their own success and acknowledges that educational services alone cannot ensure profitability or achievement.

23. Entire Agreement

These Terms represent the complete and binding agreement between the Client and TBFX LIVE.

No verbal agreements or informal promises override this document unless formally signed by an authorized representative of TBFX LIVE.

24. Confirmation of Consent

By registering, paying, or participating, the Client expressly agrees to:

- The educational nature of the services.
- Full acceptance of these Terms and Conditions.
- Waiver of refund rights except as specified.
- Personal responsibility for outcomes.
- Legal enforcement of breaches.

Official Contact & Support:



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🌐 www.tbfxlive.com

Official Contact & Support:

WhatsApp +27 77 396 9959

Verified Facebook Page – TBFX LIVE

Important Legal Notice:

TBFX LIVE provides Forex education only. We do not provide financial advice, investment guarantees, or therapy services.

Clients must apply the knowledge responsibly and independently.

