

TRADENSEA

GENERAL TERMS AND CONDITIONS

effective: from 1 December 2021 until withdrawal

These general terms and conditions [hereinafter: GTC] apply to contracts concluded by **BRAUNIQ SOLUTION Korlátolt Felelősségű Társaság** (registered office: 1154 Budapest, Bercsényi Miklós utca 51.; company registration number: 01-09-188120; tax number: 24896784-2-42) with subscribers on the use of a trading bot and other services available on the website <https://tradensea.com/> and the related platform, as well as —to a limited extent— to the use of the demo version of the trading bot made available to registered users for free. These GTC shall be deemed to be incorporated in each service agreement [hereinafter: Service Agreement].

If the user, during registration, or the subscriber, during the conclusion of the Service Agreement, ticks the checkbox related to the GTC and clicks on the option "I have read and accepted the GTC", or otherwise starts and continues using the services that are the subject of these GTC, then the user or subscriber shall be deemed to have **(i)** confirmed that they have read and accepts these GTC to be binding on them, and therefore they shall comply with its provisions; **(ii)** declared and guaranteed that they are duly authorised and have the legal capacity to conclude the agreement including these GTC on behalf of themselves or the legal entity they represent.

In addition to these GTC, the Service Agreement and the use of the services may also be subject to additional provisions or service conditions, which the website displays for the user or subscriber before they decide on certain transactions to be performed via the online platform. Such additional conditions shall also become part of the Service Agreement.

If the subscriber does not accept all terms of the GTC, or the registered user does not accept any terms of the GTC relevant to them, then they are not entitled to use the services and platforms that are covered by these GTC.

1. INTERPRETATIVE PROVISIONS

Unless otherwise provided in a specific section of the Service Agreement or the GTC, for the purposes of both these GTC and the Service Agreement, the following terms (whether used in the singular or plural or inflected form) shall have the following meaning:

1.1 Demo means a trial version of the Trading Bot made available to the User free of charge, which allows them to familiarise themselves with the functions but is not suitable for actual trading operations or real transactions.

1.2 Subscriber means a registered User who uses one or more paid Services provided by the Service Provider and thereby enters into a Service Agreement with the Service Provider.

1.3 Party/Parties means, as a general rule, the Subscriber and the Service Provider; in the case of certain provisions, it means the Customer and the Service Provider.

1.4 User means any natural or other person who completes the Customer registration on the Website, provides all the necessary data, and thus creates a User Account at the end of the process.

1.5 User Account means a personal interface accessible by the Customer on the Website which enables the Customer to perform additional operations.

1.6 Website means the website <https://tradensea.com/> operated by the Service Provider and all its sub-pages which together constitute the exclusive intellectual property of the Service Provider.

1.7 Trading Bot means the online software application, operated by the Service Provider on the Website – and possibly via other online platforms–, which is the exclusive intellectual property of the Service Provider, and is suitable for cryptocurrency trading automated according to pre-set parameters determined by the Subscriber from time to time, in line with the Subscriber’s unique needs.

1.8 Platform means primarily the Website operated by the Service Provider, and secondarily any other interface accessible through information technology channels presently or in the future, using which the Service Provider provides its Services or publishes any content (especially news, analysis in narrative or audiovisual format, recommendations or opinions).

1.9 Strategy Package means a Service consisting of several components, available via the relevant menu item on the Website, optionally selected by the Customer, which contains non-binding tips, ideas, and formulas for setting up the Trading Bot according to specific characteristics.

1.10 Service means the use by the Subscriber of the Trading Bot and other services (e.g. Strategy Package) available on the Website and the related Platform (e.g. Strategy Package) for consideration.

1.11 Service Agreement means the legal relationship established between the Service Provider and the Subscriber in accordance with the provisions of these GTC, which is aimed at the use of the Service and regulates the conditions for the provision of the Service, and the related rights and obligations of the Parties.

1.12 Service Provider means BRAUNIQ SOLUTION Korlátolt Felelősségű Társaság (registered office: 1154 Budapest, Bercsényi Miklós utca 51.; company registration number: 01-09-188120; tax number: 24896784-2-42; represented by Managing Director Arnold Gergely-Nagy).

1.13 USDT means a cryptocurrency pegged to a legal tender (i.e., stablecoin) whose exchange rate fully follows and reflects the exchange rate of the American dollar (USD).

1.14 Customer means the Subscriber and the registered User together.

1.15 Exchange means company(ies) engaged in exchange activities between traditional currencies and cryptocurrencies, or between individual cryptocurrencies for consideration or platform(s) operated by such company(ies) or—in particular Binance—to which the User has registered.

In the event that a term included in this chapter is not used as defined herein or used in lowercase, such term shall be interpreted on the basis of its colloquial, generally known and accepted meaning, i.e., it shall not be narrowed down to the special meaning set forth in this chapter.

2. REGISTRATION, PROTECTION OF THE USER’S ACCOUNT

2.1 The prerequisite for using the Demo and the Services is that the potential Customer registers on the Website and creates a User Account. A User Account can be registered by any natural person with legal capacity and any organisation with legal capacity by providing their required data, such as:

private user		business user	
natural person	other person	natural person	other person
full name	description	full name	description
date of birth			
home address or address of usual place of	address of registered office, establishment, branch (from where the Service is used and) which also serves as the billing address		

residence (from where the Service is used and which also serves as the billing address)		ID number for public charges/tax number (if the user is a taxpayer in the country of the billing address)	
		Community VAT number (if the user is registered as a taxpayer in a Member State of the European Union from which the Service is used)	
	natural person representative's name and type of representation		
e-mail address	e-mail address	e-mail address	e-mail address
telephone number	telephone number	telephone number	telephone number

2.2 All information provided during the registration of the User Account must be true, accurate, complete and up-to-date. It is strictly prohibited for the Customer to register with false, fictitious (imaginary) data, or in any abusive manner when the Customer tries to create a User Account in another person's name without sufficient authorisation. A representative acting on behalf of an organisation with legal capacity must ensure and guarantee that they have the necessary right of representation, authorisation and powers.

2.3 In exceptional cases, the Service Provider is entitled to request additional information in order to check the data registered by the Customer; however, the Service Provider must substantiate its request with compelling reasons. In other respects, the Service Provider will rely on the document verification process carried out by the Exchange regarding the authenticity of the data in the User Account, given that the User must technically link the account registered with the Exchange with the User Account to be able to use the Service.

2.4 During registration, the Customer must declare that they have read and accepted these GTC and the privacy policies of the Service Provider in advance.

2.5 The Service Provider is not obliged to give reasons for either the acceptance of the Customer's request to create a User Account or possible rejection of the same.

2.6 The User shall be solely and entirely liable for the confidential treatment of information related to the User Account (e.g. passwords, codes, keys, etc.), and for all activities that affect the User Account, even if it results from the User's failure to comply with their obligation of confidentiality according to this section and to ensure the safe keeping of information. If the User becomes aware of any unauthorised use of the User Account, they must inform the Service Provider immediately.

2.7 Without the express and prior consent of the Service Provider, the User may not transfer the User Account to another person, or use another person's User Account or its associated password without the express and prior consent of the owner of the User Account.

2.8 If **(i)** the Service Provider detects signs of suspicious activity; or **(ii)** the User has provided fictitious, inaccurate or incomplete data during or after registration; or **(iii)** the User has violated these GTC, the Service Agreement or any additional terms; or **(iv)** it is otherwise necessary for security reasons, the Service Provider is unilaterally entitled to temporarily suspend the User Account. The suspension shall last until the reason for it is eliminated. If the reason for the suspension of the User Account may not be eliminated, or if the User refuses to comply with the relevant notice or fails to comply with the same within the deadline provided, the Service Provider is entitled to terminate the Subscriber's Service Agreement with immediate effect and to delete the User Account of the Customer concerned. If, in such cases, the Service Provider deems it necessary for security reasons, it may also block the Customer's access to the Website.

If the circumstances described in this section, which are also considered a breach of the GTC, should arise, the User accepts that the Service Provider shall not be liable to the User or any other third party for the termination of access to the Website or to the User Account.

3. DEMO CODE OF CONDUCT

3.1 After the successful registration of the User Account, the Service Provider provides the User with access to and an opportunity to try the Demo free of charge, without time limit, in order to assess whether the Trading Bot meets their needs and whether they wish to use the paid Service.

3.2 The Demo allows the user to check out the functions of the Trading Bot and familiarise themselves with the user interface. Even while trying out the Demo, the User must take into account the fact that the Trading Bot, and thus the Demo, is a special, unique intellectual product of the Service Provider to which the Service Provider has exclusive rights, with particular respect to its disposal, the authorisation of use for other persons and the conditions of such use, and regarding any adaptation, modification, reproduction or distribution of the same.

3.3 If and to the extent that any User finds out the concept or principle underlying a component of the Trading Bot by means of studying and observing the operation and appearance of the Trading Bot through the Demo, it is also strictly prohibited for such User to use the information obtained in this way for the development and production of another software product substantially similar to it in its form of expression and to place the same on the market, as well as to do any other act involving copyright infringement.

3.4 The Demo may not be used to carry out actual cryptocurrency trading activities or conduct real transactions.

3.5 Notwithstanding and in addition to the provisions of Sections 3.3 – 3.4 of these GTC, it is prohibited for the user to use the Demo —and, in connection with it, the User Account— for any purpose that is abusive or otherwise deviates from the purpose declared in these GTC.

3.6 The User acknowledges that in case of violation of the provisions of this chapter, the Service Provider may apply the legal consequences according to Section 2.8 of these GTC.

4. ORDERING THE SERVICE

4.1 If the User decides to use one of the Services offered on the Website, then, in addition to logging into their User Account, they can initiate an order or subscription by navigating to the appropriate menu item on the Website and clicking on the relevant icons that appear there. The two main Service types provided by the Service Provider are the Trading Bot and the Strategy Packages, the features of which are detailed in other Sections of this chapter of the GTC.

4.2 The use of the Trading Bot is a subscription-based Service that can be used for a specific period of time—at least 1 month— within the framework of which the Service Provider ensures that the Subscriber can individually set up the Trading Bot based on various criteria and parameters at their discretion via the Platform in order to execute transactions with cryptocurrencies in an automated manner for the Subscriber, according to the specified settings, until the Subscriber decides to recalibrate the Trading Bot, or until the subscription period expires.

The Service Provider offers the following subscription packages in relation to the Trading Bot:

	START	BASIC	MEDIUM	PRO	TRADENSEA
limit	unlimited	unlimited	unlimited	unlimited	unlimited
live trading	100 pcs	250 pcs	500 pcs	2,000 pcs	5,000 pcs
demo trading	100 pcs	250 pcs	500 pcs	750 pcs	1,000 pcs
SPOT Bot access	yes	yes	yes	yes	yes
Generator	yes	yes	yes	yes	yes
RSI Bot coming soon	sex	yes	yes	yes	yes

4.3 Some components of the Strategy Packages are Services based on a one-off purchase, and one or more of them can be ordered either consecutively or simultaneously, in any combination. After paying the fee for the given Strategy Package, the Customer can access the information (tips, ideas, formulas) contained in it in relation to setting up the Trading Bot according to the desired characteristics without a time limit.

The fact that the Subscriber has an active Service Agreement for the Trading Bot does not imply any obligation to purchase a Strategy Package. All Customers are free to decide whether or not to use any of the Strategy Packages.

The contents of the Strategy Packages acquired by the Subscriber are not automatically integrated in the operation of the Trading Bot, taking into account, on the one hand, the fact that it can be customised by the Subscriber, and, on the other hand, the provisions of Sections 5.1 and 6.1 of these GTC. It is not mandatory for the Subscriber to actually use a formula from one or more purchased Strategy Packages to set up the Trading Bot.

4.4 The Service Provider informs the Customer of the finalisation of the User Account registration by publishing these GTC on the Website and, before the User's legal declaration regarding the conclusion of the Service Agreement,

about the technical steps of the User Account registration and the conclusion of the contract:	see Chapter 2 and Sections 4.1 and 4.5 of these GTC;
on whether the Service Agreement to be concluded qualifies a written contract:	it qualifies as a written contract;
about whether the Service Provider records the Service Agreement, and whether it will be accessible later:	the Service Provider will record the Service Agreement and retain it for the limitation period, and make it available to the Subscriber in the User Account also subsequently;
about the tools that ensure the identification and correction of errors arising during the electronic recording of data before the registration of the User Account and making the legal declaration on the conclusion of the agreement:	before finalising the registration of the User Account or finalising the Service Agreement and furnishing it with a digital signature, the Website allows the User to review the data provided by them in an overview mode, and also warns them of any checks needed, and then allows the User to correct the error or deficiency by providing them an option to click on Back or on Modification;
the language of the Service Agreement;	the language of the Service Agreement is Hungarian.
about whether there is a code of conduct for the service activity that the Service Provider accepts to be binding on itself, and if there is, where it can be accessed electronically:	the Service Provider does not apply and does not accept or recognise a code of conduct with respect to its service activities.

The Service Provider makes these GTC available on the Website in a way that enables the Customer to store and retrieve the same. On the online Platform, the Service Provider enables the Customer to correct any errors that arise during the electronic recording of data before registering their User Account or making their legal declaration on the conclusion of the agreement.

4.5 As soon as a User logged into their User Account selects the menu item of the Website related to the Service of their choice and clicks on the icon that appears there, the technical process for subscribing to the Trading Bot or ordering the Strategy Package starts. The User can select the subscription package and the duration of the Trading Bot, as well as one or more Strategy Packages they wish to purchase.

If a receipt is used as financial evidence at the Service Provider —within the limitations set by the relevant legislation— then Users, who are not subject to value-added tax and are not legal entities, may declare that instead of a receipt they still request an invoice on the service fee. In addition, all Users expressly declare as

the recipient of the invoice that they agree to accept electronic invoices (or, where applicable, electronic receipts).

In addition, the system automatically imports the data entered in the User Account into the draft Service Agreement. The user must check whether the data in the draft are correct. If the data are erroneous, incomplete or incorrect, and the User is unable to correct it in accordance with Section 4.4 of these GTC, for technical reasons, they must contact the Service Provider immediately in order to resolve the situation and carry out the correction before concluding the Service Agreement.

If the User fails to comply with this notification obligation or to verify the data in the draft Service Agreement and, as a result, the Service Agreement contains erroneous, incomplete or incorrect data, the User shall be fully liable for this, and the User also acknowledges that the Service Provider may apply the legal consequences against them referred to in Section 2.8 of these GTC.

After finalising the draft of the Service Agreement, the User must declare that they have read and accepted these GTC and the Service Provider's privacy policies in advance, as well as make a declaration of liability, in which they confirm the provisions of Chapter 6 of these GTC. After this, the User will digitally sign the Service Agreement, which means that the User places a digitised version of their signature on the Service Agreement.

As the final step of the contracting process, the User can choose one of the payment methods specified in Chapter 7 of the GTC, based on which the payment transaction of the service fee begins, and the system navigates the User to the payment or third-party service provider's interface where, by entering the necessary data, they complete the fee payment, and finally the system navigates back to the User Account after the transaction is completed.

The Service Provider shall confirm the receipt of the Subscriber's legal declaration on the conclusion of the agreement without delay electronically, via the User Account, and shall make the receipt for the service fee available to them. Confirmation by the Service Provider also means that the Service has been activated for the Subscriber and can be used by them from then on.

5. LIMITATION OF THE SERVICE PROVIDER'S LIABILITY

5.1 The Service Provider informs the Subscriber that the Service Provider has no control over the settings of the Trading Bot linked to the given User Account, and may not influence, control or change them technically in any way. The Service Provider may also not carry out any operation regarding the portfolio belonging to the Subscriber's account registered with the Exchange.

5.2 The Service Provider assumes liability for the proper operation of the Website, the User Account and the Services exclusively with respect to the technological environment –e.g. browser (versions), operating systems– that was available on the market at the time of the development of the software on which they are based. In order to be compatible with any new technologies that may appear in the future, the Service Provider is constantly making improvements and strives to ensure that the Website, the User Account and the Services are adapted to the new user environment as soon as possible. However, the Service Provider disclaims any liability for dysfunctional operation during the transition period.

5.3 The Service Provider reserves the right to suspend or pause the operation of the Website, the User Account and the Services at any time in order to carry out periodic or extraordinary maintenance, troubleshooting or other modifications, even without prior notice. In the case of regular maintenance and planned improvements, the Service Provider will endeavour to inform its Customers in good time of the start and expected duration of any interruption. The Service Provider shall not be liable in this respect, and the Customer is not entitled to a refund due to the interruption.

In this context, the Service Provider is also entitled to modify and upgrade the Website, the User Account and the Services at any time, without prior notice, thereby changing their content, or the information contained therein, or the terms of access thereto.

5.4 The Service Provider shall not be liable for any malfunction occurring during the operation of the Website or the Trading Bot, which are caused by a fault in the computer (or one of its hardware and/or software components) running the Service on the User's side. Furthermore, the Service Provider shall not be liable for any irregularities or data losses that may occur on the server computer of the storage facility that enables the operation of the Service, or for any technical errors or malfunctions in the Exchange system. In such cases, the Customer may not assert a claim for indemnification against the Service Provider.

The Service Provider expressly disclaims liability for consequential damage that arise due to downtime of the Service for a reason within the control of third parties (e.g. operation of the Exchange; outage or maintenance at the storage provider, the internet service provider or the electricity supplier).

5.5 The Service Provider does not assume any warranty or liability for the exchange rates, buying and selling rates set by the User and those prevailing (at any given moment) on the cryptocurrency trading market, and the Service Provider's activities do not qualify either as financial/business or investment consulting or as portfolio management, and the Service Provider shall not be liable in any form or to any extent for risks arising from changes in cryptocurrency exchange rates, or the buying and selling rates.

5.6 The Service Provider expressly disclaims liability for the effect of the setting formulas included in the individual Strategy Packages on the profitability of the transactions executed by the Trading Bot, and does not provide any money-back guarantee in this regard. Due to the extreme volatility of the cryptocurrency trading market, it is not possible, even with the formulas of the individual Strategy Packages, to predict whether any single setting of the Trading Bot on a given day will eventually generate a profit or loss to a given Subscriber.

6. SUBSCRIBER'S LIABILITY

6.1 The Subscriber acknowledges that, based on the provisions of Section 5.1 of the GTC, only they can set up and control the operation of the Trading Bot belonging to their User Account, and only they can regulate and modify the parameters and criteria to be applied by the Trading Bot.

6.2 The Subscriber acknowledges the preliminary information provided by the Service Provider that trading with cryptocurrencies involves assuming significant risk and that when the Subscriber decides to use the Services, all transactions will be executed solely at their own responsibility and risk, and that they will be solely liable for the investment of their financial resources as well as for the chosen trading method.

As a consequence, only the Subscriber bears the risks arising from changes in cryptocurrency exchange rates, buying and selling rates, so in the event of a possible loss, they may not claim any compensation, indemnification or damages, since there is no capital guarantee for the amount invested by them (that is, the losses suffered by the Subscriber on transactions may reduce or completely exhaust or even exceed the originally invested amount), it has no guaranteed return and is not protected by deposit insurance either.

6.3 The Subscriber also acknowledges that the Subscriber shall be solely liable for any settings of the Trading Bot that are incorrect, inappropriate, unprofessional, or that cause losses to the Subscriber for any reason, and that the consequences thereof may not be passed on to the Service Provider in any way or form.

6.4 If, according to the applicable laws, the Subscriber is subject to a public tax payment obligation on the activity conducted using the Trading Bot, then the assessment, declaration, payment or withholding of such tax or taxes is the sole responsibility of the Subscriber. If the Service Provider suffers any adverse consequences as a result of the Subscriber's omission in this regard, the Subscriber must fully indemnify the Service Provider and hold it harmless from any and all sanctions.

7. SERVICE FEE

7.1 Depending on the individual subscription packages chosen by the Subscriber and the subscription period, the Subscriber must pay the following fee upon ordering the Service for using the Trading Bot:

	monthly subscription		annual subscription	
START package	USD/USDT 25.00	plus VAT to the extent applicable	USD/USDT 250.00	plus VAT to the extent applicable
BASIC package	USD/USDT 50.00		USD/USDT 500.00	
MEDIUM package	USD/USDT 100.00		USD/USDT 1,000.00	
PRO package	USD/USDT 500.00		USD/USDT 5,000.00	
TRADENSEA package	USD/USDT 1,000.00		USD/USDT 10,000.00	

7.2 If the Customer registers with Binance or another Exchange designated by the Service Provider with the referral code provided by the Service Provider, and links their Binance or other Exchange account created with the User Account, and then orders the Trading Bot Service, then the Service Provider will apply the following special tariff to the Subscriber in the first subscription period:

	monthly subscription		annual subscription	
START package	USD/USDT 20.00	plus VAT to the extent applicable	USD/USDT 200.00	plus VAT to the extent applicable
BASIC package	USD/USDT 40.00		USD/USDT 400.00	
MEDIUM package	USD/USDT 80.00		USD/USDT 800.00	
PRO package	USD/USDT 400.00		USD/USDT 4,000.00	
TRADENSEA package	USD/USDT 800.00		USD/USDT 8,000.00	

7.3 The Customer must pay the fee specified on the Website for each Strategy Package upon placing the order for the Service.

7.4 The Service Provider charges VAT on the net service fee amounts indicated on the Website in accordance with the relevant legislation as well as with the tables in Sections 7.1 – 7.2 of the GTC and as referred to in Section 7.3 of the GTC:

value-added tax	
Hungarian private person	27%
Hungarian resident taxpayer and non-taxable legal entity	27%
Community non-taxable entity	the VAT rate of the Member State where the non-taxable person using the Service is established or where they have their place of residence or stay
Intra-Community taxable and non-taxable legal entity	does not include VAT (reverse charge)
third country non-taxable entity	the VAT rate of the state where the non-taxable person using the Service is established or where they have their place of residence or stay
third-country taxpayer	does not include VAT (reverse charge)

7.5 The Customer may fulfil their obligation to pay the service fee contained in Sections 7.1 – 7.3 of these GTC as follows:

credit card payment	via Stripe	to the Service Provider's USD payment account held with OTP Bank Plc;
by transferring (assigning) a claim in the form of specific	via Coingate	to the Service Provider's account at Binance.
	via Binance Pay	

cryptocurrencies to the Service Provider		
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7.6 In the case of payment by bank card, the Service Provider's system detects the settlement and generates an electronic invoice in PDF format based on the data provided in the User Account and the Service Agreement, and then forwards it to the Customer's User Account.

7.7 In the case of payment by transfer of a claim in the form of cryptocurrency, the Service Provider's system detects the settlement, and sends **(i)** an electronic invoice in PDF format for the service fee, and **(ii)** an electronic accounting document in PDF format on the transfer or assignment of the claim in the form of cryptocurrency by the Customer, based on the data provided in the User Account and the Service Agreement, as well as the data contained in the electronic invoice.

Customers are reminded that, depending on the system they have for the payment of the service fee, the Service Provider accepts the following cryptocurrencies for settlement purposes:

Coingate	Bitcoin (BTC), Ethereum (ETH), TetherUS (USDT), BUSD (BUSD), BNB (BNB), Cardano (ADA), Swipe (SXP), Polkadot (DOT), Beam (BEAM), Ravencoin (RVN), Solana (SOL), PancakeSwap (CAKE), Uniswap (UNI), Venus (XVS), Harmony (ONE), Polygon (MATIC), Aave (AAVE)
Binance	Bitcoin (BTC), Ethereum (ETH), TetherUS (USDT), BUSD (BUSD), BNB (BNB), Cardano (ADA), Swipe (SXP), Polkadot (DOT), Beam (BEAM), Ravencoin (RVN), Solana (SOL), PancakeSwap (CAKE), Uniswap (UNI), Venus (XVS), Harmony (ONE), Polygon (MATIC), Aave (AAVE)

The Customer expressly acknowledges that in the event they attempt to pay the Service Provider with a claim in the form of cryptocurrency not accepted by the above third-party service providers, and the payment is unsuccessful (that is, the Service Provider's invoice remains unpaid), even though the Customer's initial balance still decreases or appears to have decreased, it is solely the responsibility of the Customer, and the Service Provider is not in a position to take this circumstance into account, and will not exercise fairness in this regard.

In addition, when making a payment by transferring a claim in the form of cryptocurrency, the following must be kept in mind: **(i)** in this way, a claim transfer and assignment transaction for consideration will also be completed at the same time; **(ii)** the purpose of which is to settle the debt specified in the invoice issued by the Service Provider; **(iii)** in view of this, the Customer and the Service Provider expressly agree that the total purchase price of the claim in the form of cryptocurrency is equal to the total USD/USDT amount payable under the corresponding invoice; **(iv)** as a result of the assignment, the Service Provider as assignee replaces the Customer as assignor as the sole beneficiary of the claim in the form of cryptocurrency; **(v)** since the amount of the fee owed by the Customer to the Service Provider and the value (purchase price) of the Customer's claim transferred to the Service Provider in the form of cryptocurrency are equal, the mutual obligations and claims up to the amount of the invoice referred to in the accounting document are completely eliminated, by means of set-off, so the said invoice does not require actual payment.

The Customer hereby acknowledges and expressly accepts the above information concerning payment by means of transferring (assigning) a claim in the form of specific cryptocurrencies to the Service Provider.

If the Customer wishes to settle their fee payment obligation with a currency other than USDT, then the Customer must make the payment based on the value expressed in USDT of the claim in the form of the cryptocurrency to be actually transferred, for which the conversion must be based on the exchange rate of the claim in the form of other cryptocurrencies in relation to USDT in effect at the time of the transfer of the claim in the form of cryptocurrency.

7.8 The Service Provider informs the Customers that the service fees are non-refundable. Upon acceptance of these GTC, the Customer irrevocably waives their right to claim refund of the amounts paid to the Service

Provider using any of the payment methods both in case of termination and after the expiration of the Service Agreement, unless otherwise stipulated in these GTC.

8. DURATION

8.1 The Service Agreement regarding the Trading Bot is concluded for a definite period starting from the digital signature of the Service Agreement by the User and the payment of the service fee until the end of the subscription period.

The Service Agreement concluded regarding the Strategy Packages is for a definite period from the digital signature of the Service Agreement by the User and the payment of the service fee until performance by the Service Provider (the provision of access), i.e., practically, it shall be terminated immediately.

8.2 The Parties may terminate the Service Agreement related to the Trading Bot without giving reasons at the end of the subscription period. The Subscriber may give a notice of termination without reason in their User Account or send it by electronic mail, while the Service Provider may send it to the other Party by electronic mail.

8.3 The Service Provider may terminate the Service Agreement concluded with regard to the Trading Bot with immediate effect by means of a notice sent by electronic mail in the event of a material breach of contract by the Subscriber including, in particular, the following cases: **(i)** a final decision of a court or authority stating that the Service Provider must terminate the contractual relationship with the Subscriber; **(ii)** the Subscriber does not or does not fully pay the service fee for the subscription period by the due date; **(iii)** the Subscriber gravely violates the GTC, the Service Agreement, any additional conditions or material provisions of the laws governing the legal relationship, or fails to remedy any other breaching or unlawful conduct within the time limit provided by the Service Provider, despite a relevant notice; **(iv)** the Subscriber becomes or threatened to become insolvent, especially if bankruptcy, liquidation or strike-off proceedings are initiated against them; **(v)** a reason for termination with immediate effect specified in another Section of these GTC has arisen.

If any of the above reasons apply, the Service Provider is entitled to immediately suspend or terminate providing the Service to the Subscriber. In the cases specified in this section, the Service Provider will not refund the service fee paid by the Subscriber.

8.4 The Subscriber may terminate the Service Agreement related to the Trading Bot with immediate effect by written notice sent by electronic mail, also giving reasons, if the Service Provider breaches any material provision of the GTC, the Service Agreement, or any additional conditions or the laws governing the legal relationship, and fails to remedy such breach despite the Subscriber's relevant notice sent to the Service Provider by electronic mail within 8 working days of receiving the same.

In this case, the Service Provider shall, within 8 working days from the effective date of the termination, refund the Subscriber that part of the service fee proportional to the unused subscription period of the Service, provided that each commenced month shall be deemed a full month, and the Service Provider is entitled to unilaterally choose which payment method to use for fulfilling its refund obligation.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The content shared by the Service Provider on the Platform and the Service provided through it, as well as the intellectual property rights constituting the components of the Website and all Services available through it [hereinafter: the 'Intellectual Property Rights'] are exclusively owned by the Service Provider.

All subpages, text, graphics, other audiovisual components, logos, user interfaces, artwork and computer code related to the above—including their design, structure, selection, coordination, expression and arrangement—are the intellectual property of the Service Provider and are protected by the laws on copyrights, trademarks and the prohibition of unfair market practices.

9.2 The explicit prior written consent of the Service Provider is required before the use of any part or audiovisual component of the Website and the Intellectual Property Rights. No segment or content may be copied, reproduced, published, encoded or compiled, transmitted or distributed for commercial purposes without express written consent.

The Service Provider is entitled to determine the scope, limits and conditions of consent on a case-by-case basis, which shall be at their sole discretion, similarly to the option of rejecting a request in this subject without reasons.

9.3 The Parties agree that all the settings made in the Trading Bot via individual User Accounts shall be deemed to be the Service Provider's intellectual property as a set of data stored in an anonymised manner by the Service Provider's system with exclusively information technology content, and the Service Provider shall have exclusive rights thereto as defined in the copyright laws.

9.4 Subject to the acceptance of these GTC, the Service Agreement and any additional provisions, the Service Provider hereby grants the Customer a revocable, limited, non-exclusive, non-transferable (non-sublicensable) right to use the Website, the User Account, the Services and the data and information available through them, provided that it is aimed at satisfying the Customer's personal needs - and only such needs.

The Customer is only entitled to use the information related to the Services that the Service Provider voluntarily and directly makes available for download on the Website for personal, non-commercial purposes, and may not copy it, save it to a networked computer, or share it via any medium.

10. CONFIDENTIALITY AND FAIR USE

10.1 It is strictly forbidden for the Customer to attempt to gain unauthorised access by hacking, password extortion or any other illegal or unethical means—whether successfully or unsuccessfully—to any part or function of the Website or the Service or to the server enabling the operation of the Service.

10.2 The Customer shall not, and shall not attempt to, track or decipher any information about the activities of other Customers or potential Customers visiting the Website (or the source of such information), the data of the User Accounts of other Customers, and shall not use the Website or any Service or information made available or offered through the Website in a way that aims to disclose some information, including in particular, but not limited to, their own or other Customers' personal data.

10.3 The Customer shall not use the Website, the User Account, the Service or their content **(i)** for any illegal, unethical purposes or for any purpose prohibited by these GTC, the Service Agreement and any additional provisions; or **(ii)** to engage in any illegal activity; or otherwise **(iii)** to carry out any activities that violate the rights and legitimate interests of the Service Provider or other persons.

10.4 The Service Provider and the Customers shall treat confidentially, and maintain the confidentiality of, any business secrets they have acquired of in relation to each other (including information communicated orally, in writing or in any other way regarding business matters—i.e. the business, business relations and management of the other Party or its client—the amount of investments, financial and other transactions, property rights and copyrights, employees and collaborators, documentation, specifications, computer programs and other similar data).

10.5 No data, information, deeds and documents classified as business secrets pursuant to Section 10.4 of the GTC may be disclosed to third parties by the Service Provider or the Customers without the prior

written consent of the other Party, unless they are required to do so by law (e.g. with regard to authority/court proceedings).

If the disclosure of data, information, documents, and documentation is based on an obligation —derivable from a cogent legal provision— that does not permit obtaining the prior written consent of the other Party in a timely manner, the other Party must be immediately informed of the disclosure and the circumstances thereof.

10.6 The Service Provider and the Customers shall keep any confidential information for an unlimited period of time, and they are not entitled —except as provided for in Section 10.5 of the GTC— to disclose it to a third party, or publish it, or utilise it in any other way, or use it against the interests of the other Party or its customer. This confidentiality obligation shall apply from the moment either Party brings the confidential fact, data or information to the attention of the other Party, or when the other Party becomes aware of the same, regardless of whether the Service Agreement is concluded or not.

The obligation to preserve confidential information shall also apply to the employees and collaborators (subcontractors, agents) of the Service Provider and the Customers, and the Parties shall properly warn such collaborators of this and ensure that they fully comply with their obligations.

11. DATA PROCESSING AND DATA PROTECTION

11.1 In order to perform the Service Agreement, the Service Provider and its collaborators are entitled —to the extent necessary — to manage and process the Customer's personal data in accordance with the EU's General Data Protection Regulation [hereinafter: GDPR] and the applicable Hungarian laws and regulations in effect from time to time.

The legal basis for this kind of personal data processing in relation to pre-contractual and contractual purposes is Article 6(1) b) of the GDPR [data processing is necessary for the performance of the contract]. This includes, but is not limited to, communications, invoicing, contract amendment.

11.2 In addition to the provisions of Section 11.1 of the GTC, an additional legal basis for data processing is Article 6(1) f) of the GDPR [protection of own or third party legitimate interests], in the context of which the Service Provider provides for, among other things, IT security and IT operations.

In addition, the Service Provider also processes the Customer's personal data for the purposes set out in Article 6(1) c) of the GDPR, i.e., when the Service Provider performs its legal obligations (e.g. when keeping tax records).

11.3 If the Service Provider wishes to process the Customer's personal data for a purpose not mentioned in Sections 11.1 – 11.2 of the GTC, the Service Provider will inform the Customer beforehand and request their express consent (via a separate legal declaration).

11.4 In relation to the processing of their personal data, the Customer has the following rights according to the relevant legislation and the privacy policies of the Service Provider: right to access, right to rectification, right to restriction of processing, right to erasure, right to object, right to complain.

11.5 The Service Provider and its collaborator shall immediately erase the Customer's personal data as soon as it is no longer needed for the stated purposes. As a general rule, it can be established that personal data will be retained for as long as any claim may be asserted against the Service Provider (limitation period), or until the Service Provider is required to retain the data by a law (e.g. the provisions of accounting and tax laws).

11.6 The Service Provider warns the Customer that the data processing and data protection information contained in these GTC are only excerpts from the Service Provider's privacy policies. The Service Provider fulfils its preliminary notification obligation to the Customer by publishing its privacy policies on the

Website, as well as via a direct link embedded in the declaration on familiarisation with the privacy policies during the registration and contract conclusion process.

12. COMMUNICATION

12.1 Consultation between the Service Provider and the Customers or potential Customers takes place by e-mail, telephone or on another information technology-based communication platform (via a chat application).

12.2 The Service Provider only provides general information on the phone; due to the security protocol of the Service Provider (authorisation verification reasons), it is not possible to manage the User Account and the Services on the phone, nor is it possible to request or make an offer related to the Services, or to provide information on specific matters.

The Service Provider emphasises that if the telephone call is not initiated by the Customer, even in that case, they should act carefully and never provide during telephone communication any data belonging to their User Account that ensures its protection (third parties may fraudulently ask for this pretending to act on behalf of the Service Provider). If the Customer actually consults with the Service Provider on the phone, the Service Provider will never request such information.

12.3 In the case of communication by electronic mail, the User may only use the e-mail address provided during the registration of the User Account for consultation with the Service Provider (in order to protect the integrity of the User Account). An electronic mail sent by the Service Provider to the Customer shall be considered delivered and read within 24 hours of sending at the latest, regardless of whether the Customer has sent a confirmation of receipt.

If the User wishes to change the e-mail address assigned to their User Account, they must notify the Service Provider in advance and then follow the instructions given by the Service Provider. The e-mail address associated with the User Account will only be changed after approval by the Service Provider. If the User fails to notify or delays with the notification of the Service Provider, all resulting damage and extra costs shall be borne by the User and, until the new e-mail address is duly updated, all notices sent to the previous e-mail address shall be deemed effective against the User.

12.4 The Service Provider provides the Subscriber with the availability of the chat application within the Trading Bot. The Subscriber acknowledges that before answering specific questions about the Service, in addition to two-factor authentication, the Service Provider's customer service will also identify the Subscriber with an anti-phishing code (the latter also identifies the Service Provider's customer service for the Subscriber). Section 2.6 of the GTC shall apply to the keys, codes and passwords that provide protection of the integrity of the User Account during communication with the Service Provider.

12.5 The Customer must notify the Service Provider immediately if **(i)** a violation by the Customer of these GTC, the Service Agreement or any additional provisions, or improper, non-contractual performance of the same (especially failure to fulfil certain obligations) or **(ii)** the use of the Website, the User Account or the Services by the Customer causes damage to a third party in such a manner that it is or may be imputed to the Service Provider (i.e. it results in loss, claim, damage, costs or liability). The notification does not exempt the Customer from indemnifying the Service Provider in such a case and holding them harmless from all kinds of claims and liability. If it is necessary for the effective enforcement of its interests, the Service Provider may decide to act in its own defence, in which case the cost of this shall also be deemed included the Client's liability for damages.

13. FORCE MAJEURE

13.1 For the purposes of this Service Agreement and the Website, the User Account and the Services in general, force majeure shall mean any extraordinary event —beyond the control of the Parties— that may

not be foreseen and/or prevented by the Parties and that prevents the performance of the Service Agreement, or prevents or significantly limits the uninterrupted operation of the Website, User Account and the Services (including but not limited to, natural disaster, fire, riot, war, civil war, act of terrorism, general strike, interruption of public utility, telecommunications or Internet services, equipment and/or software failure).

13.2 If any Party is prevented by force majeure from performing its obligations, it must notify the other Party thereof immediately. The Parties shall reasonably cooperate with each other in order to eliminate the consequences of force majeure. The Parties exclude the consequences of delay or other defaults related to performance for the duration of the force majeure event; however, a force majeure event in itself shall not exempt the Parties from any obligations to be otherwise performed which became already due before the force majeure event occurred.

13.3 The Parties shall take all reasonable action to eliminate or mitigate the consequences of the force majeure event, and then immediately resume performing their obligations when the cause of the event has been resolved.

14. JURISDICTION AND APPLICABLE LAW

14.1 The present GTC, the Service Agreement, any additional provisions, as well as the use of the Website, the User Account, the Services shall be governed by the Hungarian law without prejudice to the directly applicable European Union legislation.

14.2 Any questions not regulated in these GTC, the Service Agreement or any additional conditions shall be governed by the relevant provisions of Act V of 2013 on the Civil Code [hereinafter: Civil Code] and the other relevant Hungarian laws and regulations.

14.3 If the provisions of the Service Agreement or any additional terms and conditions should conflict with these GTC, then only the provisions of the Service Agreement or any additional terms and conditions shall apply in the given matter.

14.4 To the extent that free choice is not prohibited by binding legislation, the Parties submit to the exclusive jurisdiction of the Central District Court of Buda or the Székesfehérvár Regional Court —whichever has jurisdiction— concerning any legal disputes related to these GTC, the Service Agreement, any additional provisions, and the use of the Website, the User Account, and the Services.

15. MISCELLANEOUS PROVISIONS

15.1 If a legal, organisational or business representative acts on behalf of the Customer, such representative represents and warrants by signing the Service Agreement on behalf of the Customer that **(i)** the right of representation of the person authorised to sign the Service Agreement on behalf of the Customer and to otherwise proceed on behalf of the Customer with the right of representation is complete and was not given with any restriction that could affect the signing or performance of the Service Agreement; **(ii)** they have not been removed from their position as a senior official or as a representative, and their signature and representation right or power of attorney has not been revoked or limited; **(iii)** their legal declaration is not subject to any condition or permission; and **(iv)** there is no reason or circumstance on the basis of which the Service Provider knows or should know about any limitation of the right of representation or—in the case a legal declaration is conditional or subject to an approval— about the necessity of meeting such condition or approval or if the same is missing; **(v)** they are entitled to use the Service.

15.2 The Service Provider is unilaterally entitled to amend the GTC at any time, provided that the amendment may not render the obligations of the Subscriber more onerous based on the current Service Agreement, nor may it affect the Subscriber's rights guaranteed therein. In the event of an amendment to

the GTC, the Service Provider shall publish on the Website the text of the GTC in force from time to time and indicate the date of entry into force.

The amendment of the GTC shall become effective on the 15th day after the version of the GTC containing the amended conditions is published on the Website, and it shall not affect Service Agreements entered into before its entry into force unless the amended GTC specifically provide otherwise. If the Subscriber does not accept the changed terms and conditions, they may terminate the Service Agreement at the end of the current subscription period before the amended GTC enter into force. Otherwise, by continuing the use of the Website, the User Account and the Service, the Subscriber shall be deemed to have accepted the changes.

15.3 If any provision of the GTC, the Service Agreement or any additional condition is or becomes invalid or ineffective, this shall not cause the complete invalidity or ineffectiveness of the GTC or the Service Agreement or any additional conditions.

With regard to the Service Agreement or any additional conditions, the Parties shall remedy any invalid provision within 8 working days after becoming aware of the same at the latest and replace it with a valid provision that comes closest to their original contractual intentions, and they shall amend their legal relationship accordingly. The Service Provider shall resolve any partial invalidity arisen within the scope of the GTC.

15.4 These GTC, the Service Agreement and any additional conditions together constitute the entire agreement between the Service Provider and the Subscriber, and supersede any and all previous agreements, statements or promises between the Parties, whether made orally or in writing.

15.5 It shall not be deemed either a waiver of rights or an amendment to the contract if a Party fails to promptly exercise the right it is entitled to —when the same becomes exercisable— or if it does not immediately assert a claim against the other Party when the relevant conditions arise.

15.6 The Customer is not entitled to transfer or assign the use of the Website, the User Account, and the Service Agreement (or the rights and obligations contained therein) to any third party. The Service Provider may make an individual exception from this general rule after careful consideration and based on prior consultation with the Customer. The Service Provider is entitled to agree on the operation of the Website or other Platform and the Services with a third party, or to transfer the Service Agreement to a third party.

16. DISTANCE CONTRACT

16.1 If the User qualifies as a consumer pursuant to the Civil Code, then the provisions of these GTC shall apply with the deviations and additions contained in the following points, given that the Service Agreement is concluded with the Service Provider exclusively through a means of communication between remote persons, within the framework of an organised distance trading system.

16.2 The Service Provider shall meet its obligation to inform Users who qualify as consumers pursuant to Government Decree 45/2014. (II.26.) on the detailed rules of contracts between consumers and businesses [hereinafter: Government Decree] by publishing the consumer notice on the Website, and —after electronic confirmation in accordance with Section 4.5 of the GTC— they shall make available the consumer notice to the Subscriber through the User Account for downloading (so that it can be saved to the hard drive of the Subscriber's computer).

16.3 After the conclusion of the Service Agreement, the Service Provider shall, pursuant to Section 4.5 of the GTC, send the Subscriber an electronic confirmation of the concluded Service Agreement via the User Account without delay, which shall also include whether the User, who qualifies as a consumer, has made a statement to the effect that the Service Provider may start to perform the Service Agreement before the expiry of the deadline for exercising the Subscriber's right of cancellation without reason pursuant to the Government Decree.

16.4 The Service Provider informs the User who qualifies as a consumer that if, during the process of concluding the Service Agreement, they specifically request the Service Provider to start the performance of the Service Agreement before the expiry of the deadline for exercising the right of cancellation without reason —i.e. within 14 days from the conclusion of the Service Agreement— and the performance begins after making such declaration, then the Subscriber is entitled to terminate the Service Agreement without reason within 14 days of concluding the Service Agreement, save as provided in Section 16.5 of the GTC.

The deadline for exercising the right of cancellation or termination begins on the day after the conclusion of the Service Agreement, and in order to keep such deadline, it is sufficient to send the notice on the cancellation or termination by mail or in another verifiable way.

Any Subscriber, who qualifies as a consumer, has the right to cancel or terminate the contract using the sample declaration in Annex No. 2 of the Government Decree or by means of an explicit declaration to this effect, in writing or via a permanent data storage device available and accessible to the Service Provider (by e-mail). Any Subscriber, who qualifies as a consumer, shall prove that they have exercised their right of cancellation or termination without reason in compliance with Section 22 of the Government Decree.

If the User does not request the start of performance within 14 days after the conclusion of the contract, but at the same time pays the Service Provider a consideration (advance payment) during this period, and then terminates the legal relationship between the Parties as a Subscriber by exercising the right of cancellation without reason within 14 days from the conclusion of the Service Agreement, then, upon learning of the termination, the Service Provider shall immediately, but no later than within 14 days thereafter, refund the full amount paid by the Subscriber using the same payment method as the one used by the Subscriber or a different method subject to the Subscriber's express consent which may not burden the Subscriber with additional costs (including the costs incurred in connection with the performance).

In order to exercise the right of cancellation without reason after the start of performance with the consent of the User, the Subscriber must pay the Service Provider a fee proportional with the Service provided up to the date of notice of termination to the Service Provider. The proportionate amount to be paid shall be determined based on the total amount of the service fee plus tax, unless the Subscriber, who qualifies as a consumer, proves that the total amount determined in this way is unreasonably high. In the latter case, the proportional amount must be calculated on the basis of the market value of the Service (part) provided up to the date of termination of the Service Agreement, where the market value shall be the value of the same service provided by businesses conducting the same activity as of the date of conclusion of the contract.

When exercising their right of cancellation or termination without reason, the Subscriber does not have to pay the costs set forth in Section 27 of the Government Decree. In connection with the exercise of the right of cancellation or termination without reason, the Subscriber shall not have any cost payment or other obligations other than those specified in Section 23(3) and Sections 24 to 26 of the Government Decree.

16.5 In deviation from the provisions of Section 16.4 of the GTC, any Subscriber who qualifies as a consumer may not exercise their right of cancellation or termination without reason with regard to the digital data content provided on a virtual data storage device, if the Service Provider has started providing the service with the User's express prior consent within 14 days after the conclusion of the contract, and simultaneously with this consent the User has declared that they are aware of the fact that they would forfeit their right to cancel or terminate the contract without reason after performance has started.