



## GENERAL TERMS AND CONDITIONS FOR END USERS

October 2023

READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE UTILIZING THE WEBSITE LOCATED AT [www.Technex.io](http://www.Technex.io) AND SERVICES OFFERED THEREIN. BY UTILIZING THE WEBSITE AND THE SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND THAT YOU AGREE TO BE BOUND BY THEM. BY AGREEING TO THESE TERMS, YOU ENTER INTO A LEGAL RELATIONSHIP WITH **Technex Ltd.** ("Technex", "WE") AND ASSUME CERTAIN RIGHTS AND OBLIGATIONS AS STATED HEREIN. IF YOU DO NOT AGREE TO ALL OF THE TERMS, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THE WEBSITE OR SERVICES. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

YOUR USE OF THE WEBSITE AND SERVICES OFFERED THEREIN IS CONDITIONAL UPON YOUR ACCEPTANCE OF ANY DOCUMENTS WE REFER TO IN THESE TERMS, INCLUDING THE **Technex ANTI-MONEY LAUNDERING POLICY** AND **Technex PRIVACY POLICY**, AS THEY MAY BE AMENDED FROM TIME TO TIME. BY UTILIZING THE WEBSITE AND THE SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ THEM AND THAT YOU AGREE TO BE BOUND BY THEM.

**Technex** RESERVES THE RIGHT TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU AGREE TO THE MODIFIED TERMS.

THIS DOCUMENT OR ANY OTHER DOCUMENT PRODUCED AND SIGNED BY **Technex** DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN **Technex** OR THE WEBSITE OR SERVICES. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND **Technex** SERVICES AND THE WEBSITE (including any of its pages, such as <https://www.technex.io/blog/>) ARE NOT, DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS A SOFTWARE APPLICATION. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, **Technex** PRODUCTS INCLUDED. **Technex** EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION, (III) ANY ACTION RESULTING THEREFROM, OR (IV) USAGE OF SERVICES AVAILABLE THROUGH THE WEBSITE.

## 1. GENERAL TERMS

The following terms shall have for the purposes of these General Terms and Conditions the following meanings.

A) “Technex” or “We” or “Us” means **Technex Ltd**, a company organised under the laws of England and Wales with company number **15078872** and whose registered office is **Hillside, Park Lane, Southampton, United Kingdom SO32 2QQ**.

B) “Website” shall mean [www.Technex.io](http://www.Technex.io)

C) App” or “Mobile App” is any mobile application developed by Technex and made available on different mobile operating systems, through which some or all the features of the Platform may be used.

D) “Digital Assets” are **fiat, commodities, stocks or Trading assets** and tokens available in a particular public blockchain network that are available on the Platform, such as but not limited to Bitcoin, Ethereum, Cardano, Litecoin, Polkadot, Chainlink , Tether and USD Coin. **Technex** may from time to time without argumentation and at full discretion add or remove particular Trading assets or tokens from this list without the need to change these Terms (“Digital Assets” are also referred to interchangeably for marketing purposes as “Tradingcurrencies”).

E) “Trading Strategy” or “Strategy” is a feature, available through the Technex Platform, which allows End users to create and manage their own Digital Assets structure.

F) “Trading Strategist” or ”Strategist” is a user who creates and manages a Trading Strategy.

G) “Algorithmic Trader” is a user who use our algorithms, connecting their exchange accounts to our algorithmic strategies through API KEY.

H) “Exchange” is a platform that allows users to deposit fiat currencies or Tradingcurrencies to trade within the platform. Such as Binance, Kucoin, Gateio, Coinbase, among others.

I) “Digital wallet” is a tool that allows users to make online payments and transactions.

J) “Third-party exchange account” an exchange account is a digital wallet where users deposit their capital to trade the market.

K) “Platform” shall have the meaning set out in section 2.

L) “Services” shall mean all the services provided by Technex

M) A “Third-party wallet” is a software solution enabling users to store their Digital Assets not hosted by Technex or on the Platform.

N) “End User” or “User” is a user of any Technex product or service powered by Technex.

O) “User account” shall mean the log in area users have within Technex Platform in which they can record their performance, personal information, services in use and other account

settings.

## 2. TECHNEX PLATFORM

2.1 The Technex Platform is a software platform consisting of a webpage interface, a software interface for communication between the website, the third-party exchanges and other third-party services. All developed by Technex and operated and offered by Technex through the Website, through which Technex provides the Services.

2.2 The Platform operates 24/7, subject to certain limitations, such as unforeseeable technical and network issues.

2.3 Technex may offer some of its services or functionalities in different languages. Our services are not specifically aimed at citizens or residents of any country where a specific language is spoke.

## 3. SERVICES

a) Technex offers Services, which are accessible through the Platform on the Website and defined in more detail below.

b) Some services may be at any time available only to certain groups of users, depending on their location, payment method used, verification tier, and other factors.

### 3.1 Algorithmic Copy Trading Service

a) Technex provides end users the capability to integrate their accounts from supported third-party platforms via an API key. This integration allows users to leverage Technex's proprietary algorithms on their connected third-party accounts.

b) "Users can view the list of supported third-party applications at the following web link: [www.technex.io/supportedthird-partyapp](http://www.technex.io/supportedthird-partyapp)"

c) The algorithmic trading service is offered under the following condition:

I) By using the algorithms, the user warrants the payment of the fees, that are (a) 1% of the total amount deposited made available to the algorithms as a "maintenance fee" and (b) 20% of profits as a "service fee".

II) By using the algorithms, the user permits Technex to take this fees out through API key of the account in a monthly basis. To give that permission, user must tick the specific box on the exchange within API settings on the third-party exchange selected to trade with our algorithmic trading service.

d) The Algorithmic Trading service **Copy Trading Service** is associated with various risks (including, but not limited to those as outlined above in point 10 of this document and the

user is urged to carefully read and consider the following risks before using any of our algorithms:

I) The user should be able and prepared to bear the loss of the entire investment they made with copying our Trading Algorithms. The user is fully responsible for any losses they may sustain as a result of Trading Algorithms fluctuations.

II) Any past performance of Trading Algorithms and any other information with respect to our algorithms appearing on our websites and applications are not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that statistical information and historical performance is not a guarantee of future performance. No representation or guarantee is being made that any Trading strategy will or is likely to achieve profits or losses similar to those shown. When reviewing the Trading Strategy, financial performance information, opinions or advice of another registered End-user, the user should not assume that the Strategist is unbiased, independent or qualified to provide financial information or opinions.

III) Past performance of Trading strategies should be considered as hypothetical performance results. Hypothetical performance results have many inherent limitations. No representation guarantee is being made that any Trading strategy will or is likely to achieve profits or losses similar to the past performance shown. The actual percentage gains/losses experienced by Trading Strategy copiers will vary depending on many factors, including but not limited to: starting account balances (deposits and withdrawals), market behavior and the actual performance of the Trading Strategy.

IV) Accordingly, there are frequently sharp differences between hypothetical/past performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

V) No aspect of the information and/or Trading Strategy provided and/or made available on our website and/or mobile applications is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. The user should not consider any such content and/or any such feature to be a substitute for professional financial and/or investment advice. If the user chooses to engage in transactions based on content on the website and/or choose to copy a specific Trading Strategy, then such decisions and investment and any consequences flowing therefrom are the user's sole responsibility. Technex and its affiliates do not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever by making such information and/or features available to the user. The user should use any information gathered here and/or utilize the Trading Strategies features only as a starting point for their own independent research and investment decision making.

e) Technex will charge a fee payable by the user to Technex. There are several types of fees to use our Algorithmic Copy Trading Service:

I) A transaction fee, payable on the withdrawal of funds from copied Trading Strategy, that is normally defined as a percentage of the transaction value,

II) An annual copying fee that is charged as a certain percentage of the overall End user's amount of assets copying the Trading Strategy,

III) A performance fee that may be charged as a certain percentage of the potential profit from copying a certain Trading Strategy (i.e. profit sharing),

f) The amount of fees and any additional conditions in connection with fees are stated and specified on the Website in relation to each particular Trading Strategy or other services offered on the Technex Platform.

g) Technex may publish a separate Fee Schedule ("Fee Schedule") to determine general fees, which shall be published in a visible place on the Website and apply to the user's use of the Platform, products and services.

h) Technex reserves the right to change the fees from time to time.

### **3.2 Technex Trading Platform**

The Technex Trading Platform is an advanced, integrated trading solution developed by Technex Ltd., designed to offer users a comprehensive suite of trading tools and services, including but not limited to trading algorithms, FinTech tools, strategy automation, trading indicators, smart charts, and more. The platform aims to provide a seamless trading experience, combining state-of-the-art technology with user-friendly functionalities.

For the correct use and operation of the Technex Trading Platform, users must adhere to the following conditions:

a) Users are granted a non-exclusive, non-transferable right to access and use the Technex Trading Platform. This platform provides an integrated trading environment, including but not limited to trading algorithms, FinTech tools, Strategy Automation, Trading indicators, Smart charts, Signal Systems and more features that can be detailed on "Full Description Trading Platform - Premium Plan". Users acknowledge and agree that the proprietary aspects of the Technex Trading Platform are confidential and shall be treated as such. Users shall not disclose, reproduce, distribute, or otherwise make available any trade secrets or confidential information related to the platform to any third party, except as expressly permitted by Technex in writing.

b) All algorithms, tools, and features within the Technex Trading Platform are the exclusive property of Technex or its licensors. Unauthorized reproduction, distribution, or reverse engineering is strictly prohibited. Users are expressly prohibited from reverse engineering, decompiling, or attempting to derive the source code or inner workings of any tool, algorithm, or other proprietary aspect of the Technex Trading Platform. Any such actions will be considered a breach of these terms and may result in immediate termination of access, legal action, and claims for damages.

c) All tools, algorithms, methodologies, processes, and any other proprietary aspects of the Technex Trading Platform are considered trade secrets of Technex Ltd. These

trade secrets represent significant value to Technex and have been developed through substantial investment of time, expertise, and financial resources.

- d) The obligations set forth in this clause shall continue indefinitely, even after the termination of a user's subscription or access to the Technex Trading Platform.
- e) The Technex Trading Platform offers various subscription tiers, each with its own set of features and benefits. Details of what each tier offers and their respective costs can be found on our document Technex Trading Platform - Pricing, alojado en la web [www.technex.io/pricing](http://www.technex.io/pricing)
- f) Users are required to pay the subscription fee upfront for their chosen tier. All payments are non-refundable except as expressly stated in our Refund Policy.
- g) Subscriptions will automatically renew at the end of the subscription period. Users can cancel the auto-renewal feature at any time through their account settings
- h) Users can upgrade or downgrade their subscription tier at any time. Charges will be prorated based on the remaining duration of the current subscription. Users are granted a exclusive, non-transferable right to access and use the Technex Trading Platform based on their subscription tier.
- i) Some tools or features within the Technex Trading Platform may require additional payments. These will be clearly indicated, and users must agree to the additional charges before accessing these tools or features.
- j) While Technex strives to provide accurate and reliable tools, we do not guarantee the accuracy or reliability of any tool, algorithm, or feature within the platform. Users are responsible for their trading decisions and should consult with financial professionals.
- k) Technex reserves the right to terminate or suspend access to the platform for users who violate these terms, fail to make due payments, or for any other reason deemed necessary for the protection of the platform and its users.

### **3.3 Tailored Software Service**

Technex's Automated FinTech Solutions provide the development service of suite of software tools designed to support and enhance investment strategies, software design, and other technological tools that optimize investments. To have access to a tailored fintech software developed by Technex, users must accept and adhere to the following conditions:

- a) For bespoke development or automation projects, Technex will provide a unique price quote, reflecting the project's intricacies and requirements. This price remains fixed unless there's a mutual agreement to alter the project's scope.
- b) Delays in payment may lead to the suspension or termination of services and could incur additional charges.
- c) All payments made to Technex for Tailored Software Service are typically non-refundable. However, if a user believes an erroneous charge has occurred, they should contact Technex within 14 days of the charge to discuss a potential resolution directly to the next email address: [rgonzalez@technex.io](mailto:rgonzalez@technex.io).

### **3.4 Technex Backtesting Service**

Technex Backtesting Service allows users to request backtest of the custom trading strategies. Technex will run the backtest simulations and upon completion, users receive a report detailing the performance of the strategy or strategies.

To request the service users must adhere to the following conditions:



- a) Backtesting results are hypothetical and are based on historical data. Past performance is not indicative of future results. Users should exercise caution and understand the limitations of backtesting before making investment decisions.
- b) All data provided by users for backtesting is processed and stored in compliance with the General Data Protection Regulation (GDPR). While Technex retains the right to use this data to enhance its services, improve the platform, and for other internal purposes, it ensures that all personal identifiers are removed to maintain user anonymity. Users have the right to access, correct, or delete their personal data at any time, in accordance with GDPR provisions. For more information on how data is used and protected, please refer to Technex's Privacy Policy.
- c) For Technex Backtesting Service or automation projects, Technex offers a unique pricing model. The cost will be determined based on the complexity and requirements of the project. Payment must be made in full before the commencement of the project, unless a payment plan has been agreed upon between the parties. In cases where a payment plan is established, both parties must adhere to the terms set out in the agreed-upon schedule.
- d) Due to the nature of the backtesting service and custom projects, all sales are final. No refunds will be issued once a project has started or a report has been generated. Users are encouraged to review their requirements thoroughly before committing to a project.
- e) Any payments not received by the due date will incur a late fee. Continued failure to make payment may result in suspension or termination of access to Technex services.
- f) Technex reserves the right to modify its pricing structure at any time. Users will be notified of any changes in advance.

#### **4. Technex Discount codes**

- a) A discount code is a redeemable virtual voucher that gives to other user the right to use any of our services, previously bought by an user as a gift to another user, or new user.
- b) When a user buy a discount code for a certain product or service, the user that receive the card can obtain a discount or the complete product or service.
- c) No refunds are permitted with respect to Technex Discount codes.
- d) If a user engages in the following actions, Technex may prevent the user from claiming or redeeming Technex Discount codes, or may take further action on the user's Technex account without a refund. Users are not allowed to: i) Sell or exchange Technex Discount codes for cash, Digital Currencies or for any other payment-related instrument. ii) Give or receive Technex Discount codes as payment for goods or services. g) Discounts received by redeeming a Discount code may be available only for a specific time period. This information will be shown to the user on the platform. h) We reserve the right not to redeem Technex Discount codes if we reasonably believe that their use is unauthorised, fraudulent, or otherwise unlawful. Technex is not liable for any third-party fraud or unlawful activity associated with any Technex Discount codes.

## **5. Referral Program,**

Trumping any referral links that might be saved on the user's account.

Referral program- explain details The Technex Referral Program enables End users to receive commission from the service the from the users copying the Trading Strategies, according to the following terms: [https://Technex.com/documents/Technex\\_Referral\\_Program\\_TC.pdf](https://Technex.com/documents/Technex_Referral_Program_TC.pdf).

## **6. Technex user account**

6.1 In order to use the Platform and Services, the user must create a user account at [www.Technex.io](http://www.Technex.io)

6.2 By creating an Technex account, the user agrees to: a) these Terms; b) creating a strong password; c) providing accurate and truthful information; d) maintaining and promptly updating their information; e) maintaining the security of their account by protecting their password and restricting access to third parties; and f) taking responsibility for all activities that occur under their account and accepting all risks of any authorised or unauthorised access to their account, to the maximum extent permitted by law.

6.3 A maximum of one user account per person is allowed. If a user creates more than one account, Technex reserves the right to freeze all accounts of that user and to carry out all necessary actions to merge the accounts into one account or to block the user from the Platform in cases of obvious fraudulent activities and/or if the user shall make additional user accounts.

6.4 For creating an account on the Platform, the user shall be required to provide certain identification information and to pass all required to Know Your Customer (KYC)/Anti Money Laundering (AML) procedures. The user must provide any information required when creating an account or when prompted by any screen displayed within the Platform or by a third party (SUM SUB). The user represents and warrants that any information they provide via the Platform or to a third party (SUM SUB) is accurate and complete.

6.5 Technex may at any time and at its sole discretion refuse access to Technex platform, services and the Website by preventing the user from creating an account or by deleting their account, due to any KYC/AML concerns or due to any other grounded reasons (e.g. should we have doubts as to the accuracy, validity and completeness of information or validity, authenticity, and genuineness of the documents the user provides or if it is established that the user does not meet the criteria as outlined in these Terms). Technex further reserves the right to take any additional steps or actions for ensuring full compliance with any applicable KYC/AML legislation or regulation.

6.7 For security reasons, if we receive legal documentation confirming the user's death or other information leading us to believe the user has died or is otherwise significantly incapacitated, we will freeze the user's Technex Account.



## **7. SECURITY**

7.1 The user will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with their account, (ii) private keys required to access any relevant Trading address, (iii) their username, password and any other login or identifying credentials or any other dealing with Technex account, services, website, online platform or mobile application.

7.2 In case the user suspects a security breach in any of the above mentioned cases, they will inform us immediately so we can take all required and possible measures to secure their account, the Platform, and systems as a whole.

7.3 In the event that the user is no longer in possession of any device associated with their account or is not able to provide their login or identifying credentials, we may, at our sole discretion, and only if we are able, grant access to the user's account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarised statement of identity.

## **8. ELIGIBILITY**

8.1 By accepting these terms, the user warrants that they: a) are of legal age (at least 18 years old in most jurisdictions) and have the full legal capacity to form a binding contract; b) have not previously been suspended or removed from using our Platform or Services;

8.2 Technex— General Terms and Conditions for End Users c) have full power and authority to enter into this agreement under these Terms, and in doing so will not violate any other agreement to which they are a party; d) are not located in, under the control of, or a national or resident of any Restricted Areas; e) have not been placed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, UK Treasury, or US Office of Foreign Assets Control (OFAC); and f) will not use the Platform and Services if any applicable laws or regulations in the jurisdiction of their habitual residence or incorporations prohibit the user from doing so in accordance with these Terms.

8.3 The Platform, the Website and Services are not offered for use to natural and legal persons having their habitual residence or their seat of incorporation in the following countries (follows as Restricted Areas) based on the FATF/BASEL index standards. Technex may add other countries to the Restricted Areas list in the future without prior notice. The supported countries are listed on the webpage.

8.4 Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not use the Platform, the Website, or Services. None of the activities of Technex, the Platform, the Website, and the Services take place in the Restricted Areas. Any person matching the criteria from point 8.1 shall immediately stop using the Platform and leave the Website.

8.5 Technex shall not be held liable for any legal or monetary consequences arising from breaching any of this terms. Persons using Technex Services, Platform and the Website

despite being strictly prohibited to use them shall on first request indemnify and hold harmless Technex from any legal or monetary consequences arising from their breach of the terms as described in this paragraph.

8.6 It is the End users' own responsibility to follow their country's restrictions and legislation in regard to Trading-related operations, activities and/or services (including Services provided by Technex ) and act accordingly.

8.7 If the user is registering to use the Platform on behalf of a legal entity, they represent and warrant that: a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and b) the user are duly authorized by such a legal entity to act on its behalf.

## **9. ACCESS TO THE PLATFORM**

9.1 The Platform and the Website are provided without warranty of any kind, either express or implied. We do not represent that the Website and the Platform will be available 100% of the time to meet the user's needs. In case of interruptions we will take all reasonable actions to provide the user with access to the Platform as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information. We may suspend the use of the Website and the Platform for maintenance.

9.2 Technex reserves the right, at its sole discretion, to terminate the user's access to the Website, the Platform, and its related Services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering (AML) and know your client (KYC) regulations and procedures, or any other relevant applicable regulations.

## **10. RISKS**

10.1 The user understands that Digital Assets, Trading Strategies, The Technex Platform, and other associated and related technologies are new and untested and outside of Technex 's exclusive control. The user understands that adverse changes in market forces or the technology, broadly construed, will excuse Technex's performance under these Terms.

10.2 Risk of theft and hacking Hackers or other groups or organizations may attempt to interfere with the user's wallet or third-party wallet, the Platform, the Website, or the availability of Digital Assets, Trading Strategies in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

10.3 Risk of loss of value As per the high volatility of the value of Digital Assets, their value might fluctuate unfavourably, which may consequently affect the value of the investments in copied Trading Strategies that are linked to those Digital Assets. There may also be other reasons, not related to the value of the Digital Assets to which Trading Strategies are linked, that can cause unfavourable fluctuations of the value of investments in copied Trading Strategies

10.4 Risks associated with users' credentials Any third party that gains access to a User's login credentials for the Website or the Platform, or who gains access to the user's private keys, may be able to dispose of the User's Digital Assets, investments in copied Trading Strategies. To minimize this risk, the User should guard against unauthorized access to their electronic devices using due diligence, especially the most technologically advanced security devices, up-to-date anti-malware software, and any other means necessary to protect their data connected to their login credentials as well as to the software they use to connect to and use the Website or the Platform. Technex also provides advanced security techniques. Users' login credentials are their own sole responsibility. Technex shall not be held responsible for any unauthorized access to a User's devices or for any unauthorized access to a User's login credentials. Therefore, Technex shall not be held responsible for any damage or loss resulting from such actions.

10.5 The user acknowledges that there are risks associated with using the Platform, Digital Assets and Trading Strategies including but not limited to the failure of hardware, software, or Internet connections. The user acknowledges that Technex shall not be responsible for any communication failures, disruptions, errors, distortions, or delays the user may experience when using the Platform, however caused. o) Unanticipated risks Trading assets and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Technex cannot foresee, and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

## **11. INTELLECTUAL PROPERTY**

11.1 The user's right to use the Website and the Platform is limited to the rights expressly granted in these Terms. These Terms shall not be understood and interpreted in a way that they would mean the assignment of Intellectual Property rights unless it is explicitly stated so in these Terms.

11.2 All rights, title, and interest in all of Technex IP, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable, or protectable in trademark, and any trademarks, copyrights, or patents based thereon, shall remain with Technex. The user may not use any of our intellectual property for any reason, except with our express, prior, written consent.

11.3 In particular, Technex shall retain all intellectual property rights, mostly, but not limited to, copyright over the source code forming the Platform and the Trading Strategies. These Terms shall not be understood or interpreted in a way that would mean the assignment of intellectual property rights, unless explicitly defined as such in these Terms.

11.4 The user is being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Platform, and Services strictly in accordance with these Terms. As a condition of the user's use of the Website, the Platform, and Services the user warrants to Technex that the user will not use the Website, the Platform, or Services for any purpose that is unlawful or prohibited by these Terms. The user may not use the Services or any other Digital Assets in any manner that could damage, disable, overburden, or impair the Website or the Platform or interfere with any other party's use

and enjoyment of the Website, the Platform, Services, or any other products offered. The user may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Platform, the Services or other services provided.

11.5 All content included on the Website or the Platform, including the Services and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website and the Platform (hereinafter: "Technex IP") is the property of Technex and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights.

17.6 The user will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Technex IP. Technex IP is not for resale. The user's use of the Technex IP does not entitle the user to make any unauthorised use of any Technex IP, and in particular the user will not delete or alter any proprietary rights or attribution notices in any Technex IP. The user will use Technex IP solely for their personal use, and will make no other use of TechnexIP without the express written permission and the copyright owner of Technex. The user agrees that they do not acquire any ownership rights in any Technex IP. We do not grant the user any licenses, express or implied, to the intellectual property of Technex except as expressly authorised by these Terms.

## **12. PRIVACY**

Technex undertakes to strictly apply privacy rules to the user's personal data and to process personal data of users in accordance with Technex Privacy Policy, which is an integral part of these Terms. Technex Privacy Policy (<https://www.Technex.com/legal/policies>). provides to the user all necessary information regarding the processing of personal data, including the rights of users regarding the processing of their personal data.

## **13. NOTICES**

13.1 We may provide any notice to the user under these Terms by: (i) posting a notice on the Website; or (ii) sending an email to the email address associated with the user's account. Notices we provide by posting on the Website will be effective upon posting, and notices we provide by email will be effective when we send the email. It is the user's responsibility to keep their email address current. The user will be deemed to have received any email sent to the email address associated with their account when we send the email, whether or not the user actually receives or reads the email.

13.2 To give us notice under these Terms, the user must contact us by email at [support@Technex.com](mailto:support@Technex.com). We may update this email address for notices to us by posting a notice on our Website or Platform. Notices to us will be effective one business day after they are sent.

## **14. FORCE MAJEURE**

We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God; labour disputes or other industrial disturbances; electrical, telecommunications, hardware, software, or other utility failures; earthquakes, storms, or other elements of nature; blockages, embargoes, riots, acts or orders of government, acts of terrorism or war; changes in blockchain technology (broadly construed); changes in blockchain protocols; or any other force outside of our control. Under no circumstances shall Technex be responsible for damages due to business disruptions which are beyond Technex's control. This applies especially in cases of force majeure or unpredictable events, such as: war, natural disasters, strikes, traffic jams, terrorist actions, breakdowns of communication and information systems caused by factors beyond Technex's control, End users' non-compliance with certain safety measures, or similar.