

# TERMS OF SERVICES

## TABLE OF CONTENTS:

§ 1 Introduction

§ 2 Definitions

§ 3 Use of software

§ 4 Security of the account

§ 5 Third party services

§ 6 Fees and payment

§ 7 License for use of the software

§ 8 Protection of the personal data

§ 9 Force majeure

§ 10 Termination of the service

§ 11 Final provisions

## § 1 THE INTRODUCTION

1. This document defines the terms and conditions for provision of services by TSFC GmbH with seat in ZUG, Switzerland (the “**Company**” or “**We**”) to an individual (“**You**”, “the **Client**”) using the software of the Company, as defined in these Terms of Services (“the **Terms**”).
2. The Services of the Company to be provided to the Client consist in consulting, data analysis and executing transactions concerning the digital assets (cryptocurrencies), owned by the Clients and being subject to trading on the cryptocurrency exchanges (digital markets).
3. By accepting the Terms of Services, while opening the account with the Software of the Company you enter into the agreement with TSFC GmbH with seat in Switzerland, Zugerstrasse 76A, 6340 Baar, incorporated according to the Laws of the Swiss Confederation, and entered into the Registrar of Companies under the number **CHE343.086.388**.

## § 2 THE DEFINITIONS

1. The terms set out in this document constitute the agreement between you and the Company. By accepting the Terms and applying for an account, you confirm that you have read and understood the Terms of Services.
2. The following terms, used in this documents shall have the following meaning:
  - a) **The Software** – the set of data ordered and designed in a form of an algorithm, with the purpose to execute specific assignments, created by the Company under the trade mark TSFC and available for the clients on the web page tsfc.io and via app tsfc.io available in Appstore and on Google Play.
  - b) **The Client's account** – the part of the Software where the data of the client will be stored and where the client has the possibility to manage his access of the Software, within the limits of this Terms, and to manage his use of the Software.
  - c) **The Services** – actions taken by the Company, based on the know-how, expertise and experience of the Company, through the Software, with the purpose to manage the funds of the clients, in this way that they will bring profit.
  - d) **The Third Party Provider** - unrelated to the Company, third party legal entity that provides specialized services concerning digital assets, where the Client needs to open an account ("the Third Party Client's account), deposit the funds and connect his Third Party client's account, by means of API to his clients account at the Software.
  - e) **API** – the software enabling to connect the client account on the Company's software with the limited trading option offered by the third-parties.
  - f) **AML** – set of regulations with the purpose to prevent and combat money laundering.
  - g) **The Law** – the respective provisions of law applicable for given subject governed by this Terms of Services.
  - h) **The digital assets** – software items being subject to exchange and trading (eg. Bitcoin, Ethereum or USDT) on the online platform of the third party service provider like Binance or OKX.

### § 3 THE USE OF SOFTWARE

1. The Software is intended for enabling the client the access to the Service provided by the Company and to manage, within the limits set in the Terms, the digital assets of the Client.
2. You may use the Software only within the intended purpose and permitted use, as defined in the Terms and which is complaint with the provisions of the Law.
3. To access the Software, you must meet the following legal criteria:
  - a) To be a natural person, having at least 18 years old;
  - b) To have the full legal capacity;
  - c) To create account, undergo the AML verification with the positive result;
  - d) To accept the Terms of Services.
4. You may use the Software only for yourself and not on behalf of any third party. The business clients are not accepted.
5. Using the Software, you are not allowed to engage in any illegal activity and do not use funds or resources deriving from illegal activity or related to money laundering or any other criminal activity.
6. Your access to the Software may not violate any applicable law.
7. While opening the Client account and operating the Software You are required to provide the Company truthful, up-to-date, valid, and complete information.
8. Any time, at the request of the Company submitted to you within the duties imposed on the company by virtue of the AML regulations, you must provide full, credible and truthful information and documents, to the extent required by AML Laws.

## § 4 THE SECURITY OF THE ACCOUNT

1. The Client's Account is personal to you, and you must ensure that your Client Account is not used by any other person. You are responsible for all activities that occur under your Client Account or from your devices in relation to the Software and your Client Account, including any misuse of your Client Account.
2. You are responsible for maintaining adequate security and the confidentiality of your data, including your e-mail address, password and other security information and for monitoring and, if necessary, restricting access to your devices, by treating any email address, password or any other information, including Client Account data, chosen by you or provided to you as a part of our security procedures confidential, secure and not disclosing it to any other third person.
3. You shall exercise caution when accessing your Client Account from a public or shared computer so that others are not able to view or record your password or other Client Account information.
4. If you suspect a breach of security you must notify us immediately of any unauthorized access or use of your Client Account or any other breach of security. If you fail to notify us accordingly, we might not be able to prevent such unauthorized access or other breach of security or take corresponding security measures.

## § 5 THE THIRD PARTY SERVICES

1. To use the Software properly it may be required the Client opens an account at the Third-Party Provider of services, following the instructions of the Company.
2. The Client confirms that the Company is only a facilitator in the process of connecting the Clients account with the account at the Third Party Provider via API. Your use of services of the Third-Party Provider may be subject to additional terms and conditions provided by the applicable Third-Party.
3. The Company is not responsible for the content or the quality of the services provided by any Third-Party Provider. The relationship between you and any such Third-Party provider is strictly between you and such third-party.
4. The Company will undertake its best efforts to select only the reliable and professional Third- Party Providers but bears not responsibility for actions, services, mistakes, failures or any situations that occurs in the software of the Third Party that may affect the operations of the Software, the Clients' account and the situation of the Client.
5. Any costs, fees or damages related the services of the Third – Party Providers are sole liability of the Client.
6. You irrevocably waive any claim against the Company with regard to the Services of the Third-Party Providers. You acknowledge that the Company is no liable, for any direct or indirect damages which may be incurred by you in relation with the use of the Services of the Third-Party Providers.

## § 6 THE FEES AND PAYMENTS

1. For the provision of the services under this Terms, the Client agrees to pay the Company, a remuneration calculated as 30% of the Client's profit before taxation from the business operations with digital currencies conducted by the Company, within the execution of the Agreement (the "Remuneration").
2. The Client's profit should be understood to be the difference between the proceeds (the price of the sale of digital currency) and the costs of carrying out this operation (the costs of acquiring digital currency), depending on the specification of the trading position opened on the Client's account and the summary of the position.
3. The Company is entitled to charge the remuneration, any time the trading position opened on the Client's account is, for whatever reason, closed and in the result of the trading executed within the opened position, there is a profit on the Client's account, established according to the § 6 Section 2.
4. The remuneration shall be paid on the basis of the VAT invoice issued by the Company, within 7 (seven) days from the date of delivery of the VAT invoice to the Customer, together with the summary of the trading position, on the basis of which the remuneration is charged.
5. All costs and charges related to the management and maintenance of the Client's account provided by the Third Party Provider shall be covered by the Client.

## § 7 THE LICENCE FOR USE OF THE SOFTWARE

1. By giving to you the access to the Software, the Company grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software solely for its intended purpose for your personal, non-commercial use, as described in these Terms of Use.
2. The Software, trademarks and other intellectual property objects displayed, distributed, or otherwise made available via the Software, are the exclusive property of the Company, and its successors, assignees, licensors, and/or suppliers. Nothing in these Terms of Use gives you a right to use the Software and its content, trademarks or other intellectual property of the Company or any third party.

## § 8 PROTECTION OF THE PERSONAL DATA

1. By creating the account and getting the access to the Software You agree to the procession of your personal data by the Company.
2. The detailed rules of the personal data processing are included in the Privacy Policy available on the website of the Company.

## § 9 FORCE MAJEURE

1. The Company shall be released from their liability under the Contract due to circumstances caused by an event defined as Force Majeure.
2. The Force Majeure means a sudden event beyond the control of both parties, unforeseeable in nature, which cannot be prevented, in particular, but not exclusively:
  - 1) war, civil war, riots, social unrest, acts of sabotage, acts of terrorism;
  - 2) natural disasters, floods, hurricanes, earthquakes, heat waves, cold waves, epidemics;
  - 3) explosion, fire, destruction, collapse or flooding of installations, machinery or buildings.
3. The Parties agree that due to the specific and volatile nature of the cryptocurrency market and of the legal environment governing the provision of the services related to cryptocurrencies and other digital assets, as well as the increased risk in this market segment, the following situations shall also be considered as Force Majeure events:
  - 1) blocking the business operations and activities of the Company or of the Third Party Provider, by the order of any regulatory authority;
  - 2) occurrence of critical technical errors in the Software or in the operations of the Third Party Provider;
  - 3) termination of the operations of the Company or of the Third Party Provider, as a result of a cyber-attack or fraud;
  - 4) other similar events.
4. The Parties shall inform the other party immediately after the occurrence of force majeure.

## § 10 DURATION AND TERMINATION OF THE SERVICES

1. The Agreement between the Company and You, is valid until terminated. You can terminate the Agreement, by stopping to use the Software and deleting Your account, by sending a written request to the email address of the support service [contact@tsfc.io](mailto:contact@tsfc.io).
2. The Company has the right to terminate the Agreement and (or) temporarily or permanently suspend Your access to Your account or to the Software in the events mentioned in this Terms.
3. The Termination of the Agreement or suspension of the Services may take place effect immediately and without prior notice or warning.
4. After the termination of the service the company is entitled to charge to fee proportionally for the time between the last period of services charged and between the day of the termination of the Agreement.
5. After the termination of the Agreement, the client shall, for its own security, amend or cancel the API keys.

## § 11 FINAL PROVISIONS

1. The Terms of Services and any other documents or attached hereto may by amended, changed, supplemented, suspended, deleted, replaced, removed or deleted by the Company at any time.
2. The information about the latest version of the Terms will be available and updated, from time to time, on the Internet webpage at tsfc.io. The client shall from time to time to visit the webpage, and check if there are any changes in the Terms of Services.
3. In the event you do not agree to the updated contents of the Terms, you may stop using the Software and terminate the Services. Continuing to use the Software after the contents of the Terms were updated, constitutes your consent to the updated Terms of the Services.
4. The Terms of Services and any legal matters concerning the business of the Company regulated in the Terms shall be governed and construed in accordance with the Swiss Law. All possible disputes, arguments, discrepancies or doubts related to the relations governed by the Terms shall be resolved in accordance with the applicable Swiss Law. The parties agree, in the first place, to seek the amicable solution of any disputes between them.
5. If, for whatever reason, one or more provisions of the Terms are deemed to be invalid or unenforceable, this shall not affect the validity or enforceability of any other provisions of this Terms as a whole. If any of the provisions of the Agreement are found to be invalid, the Parties undertake to amend the Agreement immediately, by virtue of which substitute provisions will be added to the Agreement whose purpose will be equivalent or as close as possible to that of the invalid provisions.
6. The Terms of Services may be available in various language. There may be controversy or discrepancy between the English version of the Terms and other language versions. For the purposes of uniform understanding and to avoid any ambiguity, in connection with any dispute, claim or proceeding, and for the purpose of interpreting and enforcing the Terms or for other purposes related to the Terms, the English version prevails.

BY ACCEPTING THIS TERMS OF SERVICES, I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVE PROVISIONS AND I ACKNOWLEDGE THAT BY USING THE SOFTWARE (INCLUDING SERVICES AND FUNCTIONS ASSOCIATED WITH THE APPLICATION) OR THE ACCOUNT, I AGREE TO, AND SHALL ABIDE BY, THE TERMS AND CONDITIONS OF THE TERMS OF SERVICES.