**TERMS OF USE**

Last updated: 05.02.2025

THIS AGREEMENT (“**TERMS OF USE**”) GOVERNS YOUR RELATIONSHIP WITH **ATTICALGO PTE. LTD.**, A PRIVATE COMPANY LIMITED BY SHARES INCORPORATED AND REGISTERED IN SINGAPORE WITH UEN 202446331G AND WHOSE REGISTERED OFFICE IS 20A TANJONG PAGAR ROAD, SINGAPORE (088443) (HEREINAFTER REFERRED AS “**COMPANY**”) IN CONNECTION WITH YOUR USE OF ATTIC TRADING BOT, ACCESS TO WHICH IS PROVIDED TROHUGH THE WEBSITE HTTPS://ATTICALGO.COM (RESPECTIVELY “**BOT**” AND “**WEBSITE**”). YOU MAY USE BOT AND WEBSITE ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING BOT AND/OR WEBSITE. USING THE BOT AND/OR WEBSITE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE BOT AND WEBSITE.

**GENERAL TERMS AND ACCEPTANCE OF THIS AGREEMENT**

1. The Company makes the Bot and the Website including all information, graphics, documents, text, products and all other elements of the Bot and the Website available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Website. By accessing and using the Bot and the Website you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on the Website and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use Bot and Website. If you do not agree to any additional specific terms then you should NOT use the part of the Bot or Website which contains such content, and you should not use such content.

**ENTIRE AGREEMENT**

1. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the use of the Bot and/or Website.

**AMENDMENTS**

1. These Terms of Use may be amended by the Company upon notice given by the Company through the Website and/or by email communication to the address provided by you to the Company. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on the Website regularly to ensure that you are aware of all terms governing your use of the Bot and the Website. In addition, specific terms and conditions may apply to specific content, products, materials or information contained on or available through this Website (the “Content”). Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

**DEFINITIONS**

1. The following definitions and rules of interpretation apply in this Agreement:

|  |  |
| --- | --- |
| **“Agreement” or “Terms of Use”** | The present Agreement between You (user) and the Company |
| **“Account”** | A set of protected pages created by the Company for the User after payment of Subscription fee for the Bot, using which the User access to the Bot and manage it. |
| **“Bot”** | An automatic trading software developed by the Company and licensed to the User in accordance with these Terms. |
| **“Company”** | Atticalgo Pte. Ltd., a private company limited by shares incorporated and registered in Singapore with UEN 202446331G and whose registered office is 20a Tanjong Pagar Road, Singapore |
| **“Cryptocurrency” or “virtual currency”** | Digital cryptographic representation of assets, represented by Ethereum (ETH), Bitcoin (BTC) and any other type of cryptocurrency. |
| **“Parties”** | You (User) and the Company (We). |
| **“Privacy Policy”** | Rules of collection, storage, distribution and protection of personal data that the Company gets from the Users and that is an essential part of the Agreement which text is available at |
| **“Privacy Policy”** | Rules of collection, storage, distribution and protection of personal data that the Company gets from the Users and that is an essential part of the Agreement which text is available at the Website |
| **“Subscription Fee”** | Means a fee that User shall pay to the Company in order to gain access to the Bot. |
| **“Third-party wallet”** | Means a virtual asset (cryptocurrency) wallet opened by the User with third-party cryptocurrency exchange, wallet service provider, virtual asset custodian service provider or any other third-party entitled to provide wallet services. |
| **“User”** | An individual capable under personal law natural person or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Bot and/or the Website and has accepted the terms and conditions of the present Agreement. |
| **“User Account Data”** | Personal Data necessary to access and use the Website. The list of collected personal data is available in Privacy Policy. |

|  |  |
| --- | --- |
| **“Website”** | A group of interrelated webpages owned and operated by the company, available on the internet via address: https://atticalgo.com |

**ELIGIBLE USERS**

1. The following restrictions and conditions apply to the use of the Bot and Website (as such term defined below):
2. You shall not access to the Bot and/or Website if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Bot and the Website.
3. You shall use the Bot and/or Website if you are a PEP or any member of a PEP’s family or any close associate of a PEP, unless the Company, after being specifically notified in writing that the User is such a person, conducts further due diligence, and determines that You are eligible for use of the Bot and/or the Website.
4. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of the Bot or the Website by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors.
5. You shall not have an Account or use Bot if you have previously been blocked by the Company.
6. You shall not use the Bot and/or the Website if you or a person on which behalf you are acting are citizen or resident of: Afghanistan, Algeria, Bolivia, Botswana, Burma, Burundi, Canada, Egypt, Iran, Iraq, Japan, Korea DPR, Pakistan, Singapore, United Kingdom, United States and depending territories, and countries or territories or individuals under the sanctions of the United Nations or the European Union or countries where cryptocurrency is prohibited.
7. If you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity.
8. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party.
9. You shall not use the Bot to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Bot to assist any other party in such illegal activity; reverse engineer or otherwise improperly access any of the Bot’s and/or Website`s underlying code or technical mechanisms; cause damage to the Website or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Bot and/or the Website.
10. Notwithstanding the foregoing, the Company may refuse to provide access to the Bot and/or the Website to any person for any reason or no reason whatsoever.
11. Upon acceptance of these Terms you acknowledge, agree with and accept all of the Risks related to use of the Bot described in Annex A to these Terms.

**SUBSCRIPTION FEE**

1. The amount of Subscription fee shall be specified on the Website.
2. The User shall choose appropriate subscription to the Bot, payment method available on the Website and pay a Subscription fee.
3. All Subscription fees specified on the Website are free from any taxes. If it is necessary to withdraw any VAT, GST, sales tax or any other similar tax from the Subscription fee, amount of such tax shall be added to the amount of Subscription fee displayed on the Website, unless otherwise specified on the Website.
4. All Subscription fees specified on the Website are free any third-party commission, including but not limited to commissions of payment system that you use to settle the payment of Subscription fee, gas fee exposed by appropriate blockchain network (if you use virtual assets payment option).
5. After paying of the Subscription fee, the User shall provide the Company with payment confirmation to the email address partners@atticalgo.com specifying full name; phone numbers; e-mail addresses; city of residence; trading experience on the stock exchange; consent to the processing of personal data.

**USER ACCOUNT**

1. Within 3 working days after receipt of payment confirmation from you in accordance with clause 11 of these Terms, the Company creates an Account for you and send credentials to the e-mail from which payment confirmation was sent.
2. The Company activate the Bot in the Account and provide you with opportunity to link Third-party wallets with the Bot in order to simplify your trading transactions through such Third-party wallets.
3. You agree that access to some parts of the Website, including your Account, can only be provided only after you specify your UID on the Website.
4. After registration, you must ensure that the information is true, complete, and timely updated when changed. If there are any grounds for believing that any of the information You provided is incorrect, false, outdated or incomplete, the Company reserves the right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of the Bot or the Website We provide for You. If We are unable to reach You with the contact information You provided, You shall be fully liable for any loss or expense caused to the Company during your use of the Bot and/or the Website. You hereby acknowledge and agree that You have the obligation to update all the information if there is any change. You hereby authorize the Company to conduct investigations that the Company considers necessary, either directly or through a third party, to verify your identity or protect You, other Users and/or the Company from fraud or other financial crimes, and to take necessary actions based on the results of such investigations. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to our investigations in full.
5. The Company may close a dormant Account at any time with or without notifying User in case if there was no possible mean to contact User.

**BOT**

1. The Company grants the User the right to use the Bot exclusively for personal purposes not related to the User's business activities, including the management of third-party funds.
2. User accesses the Bot and manage its functions trough its Account.
3. Obligations of the Company to provide access to the Bot shall be considered performed by the Company at the moment when the Company sends Account credentials to the User's e-mail address in accordance Clause 12.
4. The User is entitled to use the Bot to trade on one Third-party wallet unless otherwise specified on the Website in relation to certain Subscription fee. If you need to use the Bot to trade on different Third-party wallets you shall pay separate Subscription fee for the access to use the Bot in relation to additional Third-party wallets or pay such Subscription fee that entitle you to use the Bot on several Third-party wallets (if provided by the Company).

**DISCLAIMERS OF WARRANTIES**

1. No communication or information provided to you by the Company is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Before making the decision to make any trading operation using the Bot, you should conduct your own due diligence and consult your financial advisors. The Company will not be held responsible for any damages related to your trading transactions made using the Bot.
2. Except as expressly provided to the contrary in writing by us, the access to the Bot and the Website is provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Bot and/or the Website, including the information, content and materials contained therein.
3. You acknowledge that information You store or transfer through the Website, including any transaction you contemplate using the Bot, may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside Our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through the service.
4. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to certain users.

**LIMITATION OF LIABILITY**

1. Except as otherwise required by law, in no event shall the Company, its directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Bot and/or the Website or the Company's materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to company's records.
2. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to certain users.
3. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of the Company (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use the Bot and/or the Website exceed the sum of 1000 USD.
4. The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state’s enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

**LIMITED RIGHT OF USE**

1. Any use of the Bot and/or the Website in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the access to the Bot and/or the Website and may subject you to liability for violations of law. Any attempt by you to disrupt or interfere with the Bot and/or the Website including undermining or manipulating the legitimate operation of the Bot and/or the Website is a violation of Company's policy and may be a violation of applicable laws.
2. You agree that you will not, under any circumstances:

a) Engage in any act that the Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Bot and/or the Website, including but not limited to circumventing or manipulating these Terms of Use, our service rules, or any other policies.

b) Make improper use of the Bot and/or the Website, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel.

c) Use the Bot and/or the Website, intentionally or unintentionally, in connection with any violation of any applicable law or regulation or do anything that promotes the violation of any applicable law or regulation or in violation of rights of third parties.

d) Use exploits, automation software or any unauthorized third-party software designed to modify or interfere with the Bot and/or the Website.

e) Use the Bot and/or the Website in order to design or assist in the design of exploits, automation software or any other unauthorized third-party software designed to modify or interfere with the Bot and/or the Website.

f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Bot and/or the Website (each a “Server”).

g) Organize, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Bot and/or the Website, or other attempts to disrupt the Server.

h) Attempt to gain unauthorized access to the Bot and/or the Website, Accounts registered to others or to the computers, Servers, or networks connected to the Bot or the Website by any means other than the user interface provided by the Company, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Bot or the Website.

i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.

j) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.

k) Make available through the Website any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Company`s employee.

l) Interfere or attempt to interfere with the proper functioning of the Bot and/or the Website or connect to or use the Bot and/or the Website in any way not expressly permitted by these Terms of Use.

m) Use, facilitate, create, or maintain any unauthorized connection to the Bot and/or the Website, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Bot or the Website; or (2) any connection using programs, tools, or software not expressly approved by the Company.

n) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide access to the Bot and/or the Website, or to obtain any information from the Bot and/or the Website using any method not expressly permitted by the Company.

o) Copy, modify or distribute rights or content from the Bot and/or the Website, or Company’s copyrights or trademarks or use any method to copy or distribute the content of the Bot and/or the Website except as specifically allowed in these Terms of Use.

p) Solicit or attempt to solicit personal information from other users of the Website.

q) Collect, harvest or post anyone’s confidential information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.

r) Upload or transmit or attempt to upload or transmit, without Company’s express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

s) Publicly disseminate information about the types and methods of violations of these Terms of Use and Privacy Policy or any other legal document available on the Website, as well as publicly call for violation of these Terms of Use, Privacy Policy and/or any other legal document available on the Website.

t) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.

u) Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to order any Services or for any other purposes.

**INTELLECTUAL PROPERTY**

1. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in the Bot and/or the Website are vested in the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof. All rights in the Bot and the Website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Bot and/or the Website, or its content except as expressly authorized herein. Except as otherwise provided, the content published on the Websit may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.
2. The Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.
3. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

**APPLICABLE LAW AND DISPUTE RESOLUTION**

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

1. This Agreement shall be governed, construed, and enforced in accordance with the law of Singapor.
2. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim shall respond in writing to it within 10 (ten) days from the date of receipt.
3. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator appointed by SIAC. The language of the arbitration shall be English.

**INDEMNIFICATION**

1. You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

**ASSIGNMENT**

1. The Company may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Company’s prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

**SEVERABILITY**

1. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**PRIVACY POLICY AND PERSONAL INFORMATION**

1. The Company has developed a Privacy Policy that governs the use and protection of User’s Personal data according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Website.
2. Despite all the security measures implemented by the Company, the User acknowledges that there are certain risks of the Company being attacked by electronic means in order to obtain the private information and that the Company cannot guarantee full protection.

**TERM AND TERMINATION**

1. The term of this Terms of Use (“Term”) shall begin when you start using this Bot and/or the Website and shall continue in perpetuity unless otherwise terminated by the Company by written notice. The Company expressly reserves the right to change, suspend or discontinue all the Bot and/or the Website or portion thereof, at any time, and may terminate your use of the Bot and/or the Website at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Bot and/or the Website including without limitation any use of Company’s trademarks, trade names, copyrights and other intellectual property.
2. Without limiting any other remedies, the Company may limit, suspend, terminate, modify, or delete Accounts or access to the Bot and/or the Website or portions thereof if You are, or the Company reasonably suspects that You are, failing to comply with any of these Terms of use or for any actual or suspected illegal or improper use of the Bot and/or the Website, with or without notice to You. You can lose access to your Account as a result of account termination or limitation, as well as any benefits associated with your use of the Bot and/or the Website, and the Company is under no obligation to compensate you for any such losses or results.
3. Without limiting our other remedies, We may limit, suspend or terminate your access to the Bot and/or the Website and User Account or portions thereof, prohibit access to the Bot and/or the Website, and Website`s content, delay or remove hosted content, and take technical and legal steps to prevent Users from accessing the Bot and/or the Website if we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our terms or policies. Additionally, We may, in appropriate circumstances and at our sole discretion, suspend or terminate Accounts of Users who may be repeat infringers of third-party intellectual property rights.
4. The Company reserves the right to stop offering and/or supporting the Bot and/or the Website or any its respective part at any time either permanently or temporarily, at which point your license to use the Bot and/or the Website, or a part thereof will be automatically terminated or suspended.
5. UPON TERMINATION OF THIS AGREEMENT, YOU WILL NO LONGER BE AUTHORIZED TO USE THE BOT IN ANY WAY.

Annex A

to Terms of Use

**ACKNOWLEDGMENT OF RISKS**

By accessing or using the Bot and/or the Website, you understand and agree to the inherent risks associated with cryptographic systems and blockchain-based networks; Cryptocurrencies, including the usage and intricacies of native Cryptocurrencies, like ether (ETH), TON, Solana and others; smart contract-based tokens, including fungible tokens and NFTs; and systems that interact with blockchain-based networks. The Company does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, TON blockchain, Solana blockchain and others are open source, such that anyone can use, copy, modify, and distribute it. By using the Bot and/or the Website, you acknowledge and agree (a) that the Company is not responsible for the operation of the blockchain-based software and networks underlying the Bot, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Bot. Blockchain networks use public and private key cryptography. You alone are responsible for securing your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to Cryptocurrencies stored in blockchain-based networks. Neither the Company nor any other person or entity will be able to retrieve or protect your Cryptocurrencies. If your private key(s) are lost, then you will not be able to transfer your Cryptocurrencies to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the Cryptocurrencies that you may hold.

You acknowledge and understand that the Bot and you Third-party wallets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of the Company to continue to make available our proprietary software and could impede or limit your ability to access or use the Bot and/or the Website.

You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to Cryptocurrencies, the Bot, your Third-party wallets and could result in the theft or loss of your Cryptocurrencies. To the extent possible, the smart contracts available as a part of the Bot will be updated to account for any advances in cryptography and to incorporate additional security measures necessary to address risks presented from technological advancements, but that intention does not guarantee or otherwise ensure full security of the Bot.

You understand that the blockchain networks, like Ethereum, Ton blockchain, Solana and others remain under development, which creates technological and security risks when using the Bot in addition to uncertainty relating to Cryptocurrencies and transactions therein. You acknowledge that the cost of transacting on the different blockchains is variable and may increase at any time causing impact to any activities taking place on such blockchain, which may result in price fluctuations or increased costs when using the Bot.

Any use or interaction with the Bot requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Cryptocurrencies or Thirdpary wallets during the use of the Bot does not indicate our approval or disapproval of the technology on which the Cryptocurrencies relies, and should not be used as a substitute for your understanding of the risks specific to each type of Cryptocurrencies.

Use of the Bot in particular for trading through Third-party wallets may carry financial risk. Trading of Cryptocurrencies is, by their nature, highly experimental, risky, and volatile. Transactions are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Bot at your own risk. The risk of loss of Cryptocurrencies can be substantial. You should, therefore, carefully consider whether such trading activity is suitable for you in light of your circumstances and financial resources. By using the Bot, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying Cryptocurrencies, and any contracts you may conclude with the Company or third-parties by means of the Website and/or the Bot. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Bot or any Cryptocurrencies. You accept all consequences of using the Bot, including the risk that you may lose Cryptocurrencies during the trading indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you for any loss or injury sustained by you or any third parties in connection with, your use of the Bot for performing any kind of trading transactions.

We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information. You acknowledge and understand that the Company may in its sole discretion take any action it deems appropriate to cooperate with government agencies or comply with Applicable Law.

You hereby assume the risks set forth in this Annex A, and acknowledge and agree that the Company will have no responsibility or liability for the risks set forth in this Annex A. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Company and our shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors (“Representatives”) related to any of the risks set forth in this Annex A.