



## Terms and Conditions

This contract is entered into, by and under these terms and conditions, hereinafter referred to as the contract; which, will regulate the relationship between APUESTADOTA.COM, system which will be called, the company; and the user (whether a natural or legal person) hereinafter referred to as the client of [www.apuestadota.com](http://www.apuestadota.com), hereinafter referred to as the website.

1. The Client confirms that they have read, understood and accepted all the information, conditions and terms established on the website, which include important legal information, and that they are available for review and study by the public.

2. By accepting this contract, the client irrevocably agrees and accepts the terms and conditions contained therein, in its annexes or appendices and in any other documentation or information that has been published on the website, which includes, among other aspects: the Privacy Policy, the Payment Policy, the Withdrawal Policy, the Code of Conduct and the Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the website and depositing the funds. By accepting the Agreement, which is subject to final approval by the Company, the Client enters into a legal and binding agreement with the Company.

3. The terms of this Agreement shall be deemed to be unconditionally accepted by the Client when the Company receives an advance payment made by the Client. As soon as the Company receives the advance payment from the Client, all operations carried out by the Client on the platform will be subject to the terms of this Agreement and other documentation and information on the Website.

4. Through this contract, the Client acknowledges that each transaction, bet and/or communication that has been carried out by him on the Betting Platform, which includes, among other aspects, the activities that have been carried out through his Account and the Website, will be governed by and/or must be carried out in accordance with the terms and conditions of this Agreement, as well as any other documentation/information that is present on the website.

5. By accepting this agreement, the Client confirms that he can receive information, including modifications to this Agreement, by email, WhatsApp or through the website.

### 1. Purpose of the contract and the services provided

1. The object of the Contract shall be the provision of Services to the Client, by the Company, under the Contract and through the Betting Platform.

2. The Company will carry out all transactions as provided in this Agreement, only on the basis of results, without administering the account or advising the Client. The Company is entitled to execute the transactions requested by the Client as provided in this Agreement, even if the transaction is not beneficial to the Client.

## 2. General provisions

1. Subject to the provisions of this Agreement, the Company agrees to provide the Client with the Services subject to it:

a. Being of legal age, depending on the jurisdiction where he resides or in which he is a resident; having legal competence and being in full use of her mental faculties.

b. Not being a resident in any country where the distribution or provision of the products or services offered by the Company violates local laws or regulations. It is the customer's responsibility to ascertain the terms and to comply with any local laws or regulations to which he is subject.

2. The Company will offer Services to the Client, at the sole discretion of the Client, under the provisions of this Agreement.

3. The Client is prohibited and, under no circumstances, may execute any transaction on the Investment Platform, the Website and/or through his Account, which as a result exceeds the total balance and/or the amount of money deposited/maintained. in his account. These amounts deposited shall be deemed to be given as collateral, whether in the form of a lien or otherwise, to the Company by the Client, whereby the Client's obligation to pay any amount of money to the Company is guaranteed.

4. The Company will facilitate the execution of the Client's transactions, however, by means of this contract, the Client acknowledges and accepts that the Company will, at no time, provide any escrow and/or betting consulting services or advisory services to the Client. Client.

5. The company will process all Client transactions under the terms and conditions of this agreement and only on an execution basis. The Company will not administer the Client's Account, nor will it provide advice to the Client in any way.

6. The Company will process the transactions requested by the Client under this Agreement, regardless of whether such transactions may prove to be of no benefit to the Client. The Company, unless otherwise agreed in this Agreement and/or in other documentation/information on the website.

7. The Company shall not be held financially liable in respect of any transaction made by the Client through the Account and/or on the Betting Platform.

8. Each Client shall be the sole authorized user of the Company's services and the corresponding Account. The Client is granted an exclusive and non-transferable right to use and access the Account and it is his responsibility to ensure that no third party, including, without limitation, any close relative and/or members of his immediate family, obtains access and/or carry out investment operations through the Account assigned to you.

9. The Client will be responsible for all transactions using his security information, so any order received by the Company in this way will be deemed to have been given by the Client. Whenever any transaction is submitted through a Client's Account, the Company will reasonably assume that such transactions were submitted by the Client, upon which the Company will have no obligation to investigate the matter further. The company will not be responsible or maintain any legal relationship with any third party other than the client.

10. If the Client acts on behalf of a third party and/or on behalf of an order coming from any third party, the Company will not accept this person as a Client and will not be liable to this person, regardless of whether such person is identified or not.

11. The Client understands and agrees that the Company may, from time to time and at its sole discretion, use a third party to hold the Client's funds and/or for the purpose of receiving payment execution services. These funds will be kept in accounts segregated from the own funds of said third party and will not affect the Client's rights over such funds.

12. The Company may offer internal, live chats in which customers can share, among other things, their ideas and/or express their opinions in general. The client acknowledges and agrees that the live chat function provided by the Company does not and will not constitute valid and/or accurate information and/or information that is directed towards potential clients/clients and/or in any way It consists of information that is controlled by the Company and/or that does not imply advice either, since it is simply a feature that allows customers, among other things and among themselves, to express their thoughts and ideas.

13. The client will assume any type of bank commission or tax that derives from the use of the services offered by the website, as well as any other concept not mentioned that could affect money transactions, whether deposits or withdrawals.

### 3. Execution of orders / electronic bets

1. By accepting this Agreement, the Customer agrees to have read and understood all the provisions of this Agreement and the relevant information on the Website.

The reception of the transaction, by the company, will not constitute its acceptance; since the acceptance will only be constituted by virtue of the execution of the bet by the company.

2. The Company shall be obliged to execute the Client's bets sequentially and punctually.

3. The client acknowledges and accepts

a) the risk of errors or misunderstandings in the transactions sent through the betting platform, due to technical or mechanical failures of said electronic means;

b) the risk of any delay or other problems; as well as

c) the risk that the transactions are presented by persons not authorized to use or access the account, for which the client agrees to fully indemnify the company in relation to any loss incurred as a result of acting under such transactions.

4. The client acknowledges and accepts that any product or service that the company may offer may not always be available for purchase or use and that, therefore, it is at the absolute discretion of the company to decide, at any time, whether or not it makes such products available to customers. The Company will not assume any liability, monetary or otherwise, in connection with this section, including, without limitation, the fact at certain times, of not making available any product.

5. The Client acknowledges that the Company shall have the right, at any time and for any reason and without justification, at its sole discretion, to refuse to execute transactions, including, but not limited to, the following circumstances:

- a. If the execution of the order contributes or could contribute to the legalization of the proceeds of illegal activities (money laundering);
- b. If the Client does not have sufficient funds to cover the transaction.
- c. If the Client does not fulfill its obligations before the Company, under this Agreement;

Any refusal by the Company will not affect any obligation the Client may have to the Company.

#### **4. Limitation of liability**

1. The Company does not guarantee uninterrupted, secure and error-free service, nor immunity against unauthorized access to the servers of the betting websites, nor against interruptions caused by damage, malfunction or failure of hardware, software, communications or systems in the Client's equipment and that of the Company's suppliers.

2. The provision of services by the Company depends, among other things, on third parties, for which the Company will not assume any responsibility for any action or omission of third parties and will not be responsible for any damage and/or loss and/or expenses caused to the Client or third parties as a consequence of, and/or in relation to, the aforementioned actions or omissions.

3. The Company shall not be liable for any damage of any kind caused to the Client in force majeure circumstances or during any event over which the Company has no control and which has impacted the accessibility of the Investment website.

4. Under no circumstances will the Company be liable for direct or indirect damages of any kind, even if the Company has been advised of the possibility of such damage.

#### **5. Acceptance of bets**

1. The Company will proceed to accept the bets at the moment of the execution of said bets.

2. At all times, the Client will have access for his knowledge to the status of his online account on the Company's Betting Platform.

#### **6. Rights, obligations and guarantees of the parties**

1. The Client shall have the right to:

a. Present to the Company any transaction that requests the execution of a bet on the Website, by virtue of, and subject to, the terms and conditions of this Agreement;

b. Request the withdrawal of any amount in excess of the minimum withdrawal amount, subject to and by virtue of the Withdrawal Policy, provided that the Company has no claims against the Client and/or the Client has no outstanding debts with the Company;

c. In the event that the Client has any alleged claim against the Company and/or that there is any dispute between the Client and the Company, in such case, the Client may submit his claim to the Company, including all specific and relevant details, by contacting for such purposes with support@apuestadota.com. The Company will acknowledge receipt of such a claim, initiate an internal investigation into the matter and respond to the Client within a reasonable time (for example, no later than 3 months from the date the claim is acknowledged). The Company may extend said period if it deems it necessary and, in such case, will notify the Client accordingly.

d. Unilaterally terminate the Contract, provided that there are no outstanding debts of the Client towards the Company.

## 2. The Client:

a. You acknowledge that the Account will be activated upon the deposit of funds into the Account.

b. You guarantee that you will comply, at all times and honestly, with all the terms and conditions of this agreement.

c. You warrant that you will ensure that the username and password, issued by the Company in connection with the use of the Services and the Account, are at all times used solely by the customer, and are not disclosed to any other person;

d. He shall be responsible for all transactions submitted through his account and any orders received in this way by the Company shall be deemed to have been given by the Client;

and. You hereby accept the risk of bets being placed by unauthorized persons and/or the account being used by someone without the permission of the customer (hereinafter collectively referred to as "unauthorized access" or "hacked account"), agreeing to indemnify the company in full for each and every one of the losses, costs and expenses arising for such purposes. In such a case, the client, in addition, shows the conformity of it and accepts the following:

i. The client will notify the company immediately when an unauthorized access to his account occurs;

ii. The company will have the right to immediately block the client's account and increase the processing time and/or cancel withdrawal requests, without having to notify the client in advance, before which the client will not have any right to the benefits that will be granted. have been obtained during the time in which the account has been accessed without having the corresponding authorization;

iii. The client will provide the company with all the information that he needs and / or all the documents that are considered necessary, in order to unlock the account.

F. You hereby acknowledge that frequent access and identification to the account, through different IP addresses from different countries or through a VPN (except for users located in

Turkey or Indonesia) will be considered as a reasonable indication that may lead the company to believe that violations of the correct use of the platform have occurred.

g. Confirms that any betting strategies and/or decisions and/or any activities carried out by the client through their Account, and on the Betting Platform, are made taking into account/considering/being aware of all the risks involved and only in based on its knowledge and at its sole discretion.

h. It guarantees that it will carry out all the necessary steps and actions so as not to disclose any confidential information of the Company, that it decides to disclose and/or occasionally makes available to the Client.

i. You accept any risk, including, without limitation, any risk of financial loss, arising from unauthorized access to, and in connection with the use of, your Account by third parties and/or those unauthorized parties.

J. You will notify the Company of any changes in relation to your contact details and any other changes to the personal data that you have provided to the Company, within 7 (seven) calendar days after said changes have come into force.

k. You will register only 1 (one) Account with the Company. In the event that the Client has multiple accounts, any transactions made through said multiple accounts, as well as the corresponding financial results of such transactions, may be canceled at the absolute discretion of the Company. All such multiple accounts may be blocked at the Company's sole discretion and accordingly the Company shall be entitled to terminate this Agreement immediately and may close the account and all open bets.

l. It will indemnify and exempt the Company from any claim and/or legal action filed against it, as a result of the disclosure of the Client's personal data.

m. Irrevocably accepts full responsibility for its actions, in accordance with current and valid tax legislation in the Client's place of residence/domicile, and in relation to any transaction/Operation carried out, including, among others, income tax/or of benefits.

n. You acknowledge that the provision of the Services may involve the transfer of information over an open network. Therefore, the information is transmitted regularly and without border control. The Company will use all reasonable means to prevent the information from being intercepted and read by third parties, through the use of techniques such as encryption; however, it is not always possible to prevent unauthorized access by third parties to the Customer's personal data/information. By this agreement, the Client acknowledges this risk and accepts and authorizes this, provided that they are reasonably satisfied that any unauthorized access / disclosure was not made intentionally and that the Company took all reasonable measures and actions to prevent this access. /unauthorized disclosure.

either. You acknowledge that the Company prohibits third party or anonymous payments to the Client Account. Only funds sent from an account in the Client's name and belonging to the Client are acceptable. The Company reserves the right at its discretion, if it has identified third party or anonymous deposits, to block the Account. The Client must take into account that the profits accumulated by the Client with the funds of third parties or anonymous will not be available to the Client.

p. Irrevocably agrees that the Client is solely responsible for any technical deficiencies that may occur in the Client's connection to the Betting Platform, in the Client's equipment used to receive the services (including, without limitation, personal computers, laptops, telephone mobile, etc.) and confirms that the Client will not make any kind of claim against the Company for any direct and/or indirect damage that the Client may suffer due to such deficiencies.

q. You acknowledge that the Company has the right to refuse the execution of any transaction requested by the Client and/or any other action required, under this Agreement, for as long as it maintains any claim against the Client, whether expired, future or contingent and regardless of whether they arise from the same transaction from which such obligations arose.

r. You acknowledge and agree that this Agreement and/or any material available on the Website may be unilaterally modified, from time to time, by the Company, and that the Client shall be responsible for checking the Website frequently to ensure that they are aware of any changes made in this way. At the time of the presentation of a request by the Client for any transaction/Operation, any modification made to this Agreement and/or to any material available on the Website will be considered as recognized and accepted by the Client.

yes If the Company considers the modifications to be material, such modifications will become effective on the date specified in the notice to Client and, if no date is specified, on the date the notice is received.

t. The Client understands and accepts that his consent is not necessary for any change to be effective. If the Client does not respond and/or does not agree with the content of the modifications implemented in the Terms and Conditions of the Company, said act will be considered as an acceptance by the Client with respect to the content of the amendment(s), as well as the modified Term(s) and their Conditions. In addition, any order by the Client to execute a transaction(s) after receipt of the notification and/or access to its account, will be considered acceptance by the Client of the content of said amendment and the Agreement as modified. .

or. The Client understands that it is part of his sole responsibility to keep up to date with all changes. The applicable version will be the latest version uploaded on the Company's website and in the event of a legal dispute, the latest version will prevail.

v. In the event Customer does not agree to the changes, Customer shall have the right to terminate this Agreement in accordance with the Term and Termination of Agreement section herein.

3. Consequently, the Client warrants and guarantees to the Company that:

a. He is responsible for confirming the terms of, and for complying with, any and all applicable local laws and/or regulations to which he is subject.

b. He has the legal capacity / competence, and full use of his mental faculties, as well as that he has reached the age of majority in the country where he resides or of which he is a citizen;

c. He is not subject to any legal disability with respect to, and is not subject to, any law or regulation that prevents him from entering into this Agreement or any contract or transaction contemplated by this Agreement.

d. The Client acts as the principal and not as an authorized representative / proxy or administrator of any third party;

and. Monetary funds and/or financial instruments and other assets delivered for any purpose by the Client to the Company, are not directly or indirectly connected with any illegal and/or criminal activity and/or with terrorism.

F. The monetary funds delivered for any purpose by the Client to the Company belong exclusively to the Client and are free at all times from any charge, encumbrance, commitment or impediment.

g. The information and/or legal documents that the client delivers to the Company must be authentic, valid and free of any defect and will have the legal effect that, in fact, they entail.

h. The Client guarantees that he has provided correct, complete and true information about himself during the registration and that he will ensure that the accuracy of the information provided is maintained in a timely manner, updating any registration information that may have changed. Failure to do so may result in the closure of your Account, limitations on your Account and/or the voiding of any transaction.

i. The Client shall deliver the documents to the Company prior to the deposit of the funds.

J. The Client confirms that the purpose and reason for registering and operating an account is to gamble, in his own name and to take advantage of the Services offered by the Company. The Client warrants that if the reason for operating an Account changes, the Client shall inform the Company of this immediately.

k. The Client will ensure and/or continue with the aforementioned guarantees at all times, including, without limitation, during and/or in the process of executing any transaction, through his Account.

4. The Company shall have the right to:

a. Contact the Client about any questions related to this Agreement, including, in relation to clarifying the Client's intentions in relation to his actions through the Account.

b. Modify and/or amend and/or re-formulate, unilaterally, the terms and conditions of this Contract and/or the material available on the Website, without prior notice to the Client. The company will notify the client of any changes of this nature through the website, WhatsApp or by sending an email to the client.

c. Modify the size of the value of the Company's financial obligations to the Client, if the performance of the Operations on the Investment Platform does not comply with the conditions of this Agreement.

d. Involve third parties in order to facilitate or improve the provision of the services that are the subject of this contract.

and. The Company reserves the right to request those additional documents that provide the support and/or the corresponding information during the verification of the Client's investment account, and also, continuously during the commercial relationship, if said information is necessary so that the Company can offer its services to the Client in an efficient manner. If the Client does not provide the Company, within the indicated period, with any additional supporting documents, including, but not limited to, those verification documents that are up



to date, the Company will have the right to immediately terminate this Agreement, being able to close the account and all open positions.

#### 5. Obligations of the Company:

a. For the purposes of the provisions set forth in this Agreement, and to the fact that the Company is reasonably satisfied with its compliance, by the Client, in relation to the terms and conditions of this Agreement and/or that it has not in any way violated any of the terms of this Agreement, the Company will offer the Services through the Website;

b. You will comply with the provisions of this Agreement.

## 7. Compensation and liability

1. The Client shall indemnify and hold the Company and its directors, officers, employees or representatives harmless from any liability, direct or indirect (including, without limitation, all losses, damages, demands, costs or expenses), in which the Company or any third party incurs in respect of any act or omission by the Client in the performance of its obligations under this Agreement and/or the settlement of any bet of the Client in the settlement of any claim against the Company, unless such liabilities result from gross negligence, willful default or fraud on the part of the Company. Such indemnity will extend beyond the termination of this Agreement.

2. The Company shall not be liable for any loss, expense, cost or liability, direct and/or indirect, incurred by the Client in connection with this Agreement, unless such loss, expense, cost or liability is the result of the gross negligence, willful default or fraud on the part of the Company. Notwithstanding the provisions of section 8.1 above, the Company shall have no liability to the Client whether in tort (including negligence), breach of statutory duty or otherwise for any loss of profit or for any indirect or consequential loss. arising under and/or in connection with the Contract.

3. The Company shall not be liable for any loss resulting from misrepresentation of facts, errors in judgment or any act done or omitted by the Company, whenever it occurs, unless such act or omission triggers a gross negligence, willful default or fraud on the part of the Company.

4. The Company shall not be liable for any act or omission or for the insolvency of any counterparty, bank, guardian or other third party acting on behalf of the Client, with whom, or through whom, transactions are made on behalf of the Client.

## 8. Personal information

1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his data/personal information by the Company, without the use of automatic controls, since the aforementioned are delivered by the Client to the Company. The term "personal data", for the purposes of this Agreement, refers to: the Name, Surname, Patronymic, gender, address, telephone number, email, IP address of the Client, Cookies and information related to the provision of the Customer Services (for example, the Customer's betting history).

2. The Client will be obliged to deliver correct, precise and complete data/personal information, as requested by the Company.
3. The purpose of the collection and processing of personal data is to comply with the requirements of applicable regulatory legislation, including, without limitation, anti-money laundering regulations, as well as for any purpose related to this Agreement, including , without limitation, enable the Company to fulfill its obligations to the Client.
4. The Client acknowledges and agrees that, for the purposes described in the previous section, the Company shall have the right to collect, register, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disclose, deliver, access), anonymize, block, delete and destroy said personal data and/or to carry out any other action, under the current regulatory legislation.
5. The Client acknowledges and consents to the company storing, maintaining and processing their personal data as described in this agreement, during the term of this agreement and for a minimum of 7 years after any termination of said agreement.
6. Through this contract, the Client acknowledges, accepts, shows his agreement and consents to the disclosure of his personal data, by the Company, to third parties and their representatives, solely for the purposes of this Contract, which includes, among other aspects, to facilitate the process/execution of the Client's orders/Operations, provided that, at all times (i) the amount of personal data that is disclosed to said third party is reasonable and/or only to facilitate as many actions as have been described previously, also (ii) the Company will guarantee that said third party treats the personal data as established in the laws and regulations that are applicable.
7. The Company shall not have the right to make personal data publicly available and/or to disclose such personal data for any other purpose, subject to disclosure required by applicable laws and regulations.
8. During the processing of personal data, the Company will take all necessary legal, organizational and technical measures to protect said personal data from access, destruction, change, blocking, copying, delivery and disclosure, whether unauthorized or accidental, as well as against any other illegal action.

## 9. Assignment

1. The Agreement will be personal to Customer and Customer may not assign or transfer any of its rights or obligations under this Agreement.
2. The Company may, at any time, assign or transfer to a third party any of its rights or obligations under this Agreement. The Company will notify the Client of such assignment.

## 10. Statement of risk

Hereby, the Client confirms having read, understood and accepted the declaration of risk related to the use of the Services on the Website, since said information is available electronically on the Website.

By accepting this Agreement, the Client accepts that he has read and understood the information contained in this Agreement, as well as the general description expressed by the Company in relation to the nature and risks of gambling.

## 11. Applicable law

1. The terms and conditions of this Agreement, as well as any matter pertaining to it, including, without limitation, matters of interpretation and/or disputes, shall be governed by the laws of Saint Vincent and the Grenadines.
2. The Company and the Clients irrevocably submit to the jurisdiction of the courts of Saint Vincent and the Grenadines.
3. Under the laws of Saint Vincent and the Grenadines, the Company shall have the right to use the services of an interpreter during the trial, in the event of a disputed situation.

## 12. Duration and termination of the contract

1. This Contract is concluded for an indefinite period of time.
2. This Agreement will become effective when the Client accepts it and makes an advance payment to the Company.
3. In case of discrepancies between the text of the Agreement in Spanish and its translation in any other language, the text of the Agreement in Spanish as a whole will prevail, as well as the version/text in Spanish of any other documentation/information that has been published on the website.
4. The contract may be terminated in any of the following circumstances:
  - A. Each Party shall have the right to terminate this Agreement at any time, giving the other party 15 (fifteen) days advance written notice. During the 15-day period of the notification, the Company may limit the services available to the Client, however, access will be granted to withdraw the remaining balance.
  - B. The Company shall have the right to terminate this Agreement immediately, close all open bids, block the Client's account and return any remaining funds (if applicable) and without prior notice in the following circumstances:
    - i. Death or legal incapacity of the Client;

ii. If an application is made or an order is issued, or if a meeting is called, an agreement is approved or steps are taken for the purposes of bankruptcy or liquidation in relation to the Client.

iii. The Client breaches, or the Company has reasonable grounds to believe that the Client has breached, any of the Client's obligations under and/or in connection with this Agreement, and/or if it similarly breaches any of the warranties and representations made by the Client in this Agreement.

IV. If the Company is aware and/or has reasonable grounds to believe that the Client has not reached the age of majority in the country where he resides or of which he is a citizen, as applicable.

v. If the Company has suspicions based on available information about the Client that:

a. Is and/or has been using fraudulent means or was involved in a fraudulent scheme in connection with the performance of this Agreement;

b. Has unlawfully obtained an unfair advantage in an improper and/or unfair manner and/or otherwise, over and/or to the detriment of (i) other customers of the Company and/or (ii) the Company;

c. Has been unjustly enriched by using information that was intentional and/or negligent and/or covert and/or not disclosed in advance by the Client to the Company, and/or that if the Company had known in advance, it would not have consented and/or or has not authorized the use of said information by the Client with respect to the purposes of this Agreement; me

d. Has performed acts with the intention and/or effect of manipulating and/or abusing the platform and/or the Company's betting systems and/or to mislead the Company and/or to defraud the Company; me

and. You have acted in bad faith in the performance of your obligations under this Agreement.

saw. Where the Client is guilty or the Company suspects that the Client was guilty of malicious or grossly negligent conduct, fraud or using fraudulent means or is involved in a fraud scheme in connection with the performance of this Agreement.

vii. The termination of the contract must be exercised under the applicable legislation.

viii. If the Client receives 2 warnings related to verbal abuse against Company employees.

ix. If the client does not provide the KYC ("know your client") documents within 14 days and from the moment this contract has been accepted, which will inevitably imply that his account is an account that has not been verified.

x. In the event that the Client uses and/or there are indications that lead the Company to reasonably believe that the Client uses different IP addresses from different countries and/or through the use of a VPN and/or VPS during the course of the execution of any transaction(s) through the Real Account and/or during the provision of the Services. Whether the Client has notified the Company of any change in their IP address and/or the use of a VPN and/or VPS is irrelevant, except for users located in Turkey or Indonesia.

xi. The Client has initiated a return in relation to the funds held in the Client's account. If the company finds that the client has created an additional investment account(s) after the

refundability dispute, in such case, the company shall be entitled, without prior notice and immediately, to terminate the contract, being able to close all open positions. In addition, you will also be able to block the account(s) and return the remaining funds (if necessary) excluding winnings.

xii. When the Company identifies that the Client is involved in and/or using high-frequency investment software, for the purpose of manipulating the Company's systems and/or investment platform and/or has illegally and/or improperly obtained and/or or maliciously, knowingly, an unfair advantage over, and/or, to the detriment of other clients of the Company and/or the Company and/or such high frequency trading software has been designed to abuse the systems and/or the the Company's investment platform.

xiii. Where the Company identifies that the Client's funds and/or payment account(s) have been used to fund a third party account, and where it has reasonable suspicion, in such circumstances, that the Client and /or the third party, is (are) circumventing any of the clauses of this Agreement by acting in such a way, and/or when acting in collaboration with a third party that circumvents any of the clauses of this Agreement.

5. In the event of the termination of this contract, the company will not be liable to the client and, consequently, will not be obliged to pay the profits of the client (if any).

### **13. Terms and conditions for 1-click service**

1. The Client agrees to make a deposit in his Account to use the Services of the Company and any additional services requested by the Client on the Website, as well as all additional expenses (if necessary), including, without limitation, any tax, levy, etc. The Client shall be fully responsible for the timely deposit of funds into his Account. The provider of the payment services will only guarantee the fulfillment of the payment in the amount defined by the Site and will not be responsible for the payment of the additional amounts mentioned above by the Client's Website.

2. The payment is considered as processed, and cannot be returned, after clicking on the "Deposit" button. By clicking the "Deposit" button, the Client agrees that the payment cannot be returned or required to be withdrawn. Additionally, by accepting the terms and conditions contained in this contract, the Client, as the holder of the payment card, confirms that he has the right to use the Services offered on the Website.

3. By accepting the terms and conditions of this Agreement, and depositing funds in the Account, the Client agrees to use the Services of the Website and accepts that the process of any payment of the Client will be executed by a payment service provider, this being a third party in relation to this Agreement (the Provider) and, in addition, the Client acknowledges and accepts that there are no legal rights for the return of the Services already purchased or other payment cancellation options. In the event that the Customer is willing to decline to use the 1-Click service, for the next purchase of the Service, the Customer may decline the 1-Click service using their Account on the Website.

4. Please note that 1-click deposits (recurring payments) are not processed as 3-D secure transactions, as the customer will need to enable the 3-D security feature if they want the payments to be processed as "3-D secure". -D".

5. The Provider will not be responsible, in any case, for the rejection/impossibility of processing the data related to the Client's payment card, or for the rejection related to the absence of authorization with respect to the issuing bank, in order to process payment using the Customer's payment card. The Provider will not be responsible, in any case, for the quality, quantity and price of any service, offered to the Client or purchased by him on the Website, using the Client's payment card. When paying for any Service of the Website, the Client, first, will be obliged to comply with the rules of use of the Website. Please note that only the Client, as the owner of the payment card, will be responsible for the timely payment of any service ordered through the Website and for all additional expenses/fees related to such payment. The Supplier will only be the one who makes the payment for the amount specified on the Website, and will not be responsible, in any case, for the fixing of prices, general prices and/or total amounts.

6. In the event of a situation related to a disagreement of the Client in relation to the terms mentioned above and/or for any other reason, we ask the client to opportunely reject the realization of any payment and go directly to the administrator/support of the Website, if necessary.