

Terms of provision of additional software and additional services in the Trading Terminal

Entered into force on August 01, 2020

1. Pursuant to the terms and procedures set forth in this Terms of provision of additional software and additional services in the Trading Terminal (hereinafter referred to as the “Terms”) and the Service Agreement the Client is entitled to acquire legal rights to use additional software and microcode software integrated into the Company’s Trading Terminal, including all the updates and upgrades, that is considered as standalone Company’s software or software of partners of Company’s, as well as acquire legal rights to use digital content of the Company or its partners, including, but not limited to, informational and educational materials, graphic images, audiovisual works, and analytical data (hereinafter referred to as the “Additional functionality”).
2. The Additional functionality is provided for the Client for a fee or free of charge. The amount to be charged for the right to use the Additional functionality is set out at the sole discretion of the Company and is displayed, including the description of the Additional functionality, in the Trading Terminal. The Company reserves the right at any time on a unilateral basis to reconsider the amount of the fee for the provision of the Additional functionality, to change the content of the rendered Additional functionality via, inter alia, its updating, and to discontinue the maintenance and access to the Additional functionality.
3. The Client acquires a simple (non-exclusive) license to the usage of the Additional functionality. The term of this non-exclusive license is determined in accordance with the Terms hereof.
4. Unless otherwise specified herein and does not arise from the nature of the Parties’ relationship, the Client may use the non-exclusive license throughout the territory of the registration country.
5. Unless otherwise specified herein and (or) is not displayed in the Trading Terminal, the Client’s rights to the usage of the Additional functionality are provided on a fee basis for 30 (Thirty) calendar days on the Auto-Renewable Subscription model. The Auto-Renewable Subscription implies automatically renewal of rights to the usage of the Additional functionality and debiting the Client’s funds in the form of a 100% advance payment for the next 30 calendar days of its usage. The Client has the right to cancel the Auto-Renewable Subscription for an unpaid period via the program interface at least two days before the end of the paid period via the personal account. The funds for the paid subscription period are non-refundable if such paid period is less than or equal to 30 (Thirty) calendar days.
6. If the paid period of the Auto-Renewable Subscription exceeds 30 (Thirty) calendar days, the refund is to be made only for the period exceeding 30 (Thirty) calendar days. The calculation of the paid period of the Auto-Renewable Subscription and the funds to be refunded is made on the date of submission of the corresponding Client’s request to cancel the Auto-Renewable Subscription. The refund is made by contacting the Company’s client support service by the Client. The exact amount of funds to be refunded is determined by the Company on a unilateral basis.
7. The Company has the right at its sole discretion to set other terms for the Auto-Renewable Subscription and / or provide other possibilities for the usage of the Additional functionality on a fee basis (for example, via purchases).
8. The Company has the right at its sole discretion to unilaterally impose restrictions on the usage of the Additional functionality by the Client and (or) refuse in its further provision if the Client violates the terms of the Service Agreement, as well as in other cases when the Client abuses of

functions of the Additional functionality. In case of termination of the provision of Additional functionality by the Company due to the circumstances provided for in this clause, the refund procedure, if applicable, is determined by the Company unilaterally, taking into account the nature and extent of the Client's infringement of the Service Agreement, as well as taking into account the remaining period of use of the Additional functionality paid by the Client.

9. The right to the usage of the Additional functionality is deemed to be provided for the Client from the moment the respective functionality is integrated in the interface of the Trading Terminal. In case of necessity to make a payment for the provision of the right to use the Additional functionality, such right shall be deemed to be provided for the Client on or after the date of making the corresponding payment by the Client.

10. Unless otherwise specified in the Terms, the Service Agreement or the corresponding terms and conditions in the Trading Terminal, the fee for the provision of the right to use the Additional functionality is to be withdrawn using the payment methods offered by the Company. If the Client's transactions for the purchase of the Additional functionality are made through mobile apps, the Company offers to its users to pay for the Additional functionality through in-app purchases in mobile apps. The Company may change the terms and procedures of payment on a unilateral basis.

11. The payment shall be made in the form of 100 % (hundred percent) advance payment from the fee for the provision of the right to use the Additional functionality.

12. In case of repudiation of the Service Agreement between the Company and the Client for any ground of such repudiation whatsoever that results in the termination of the Client's right to use the Trading Terminal, the Client also forfeits the right to use the Additional functionality. With regard to the aforesaid, the payment for the provision of the right to use the Additional functionality is non-refundable.

13. The user may use the Additional functionality for his or her personal use only and is not entitled to transfer the rights to the usage of the Additional functionality to third parties.

14. In the event the Company reveals that the Client acquires the rights to use the Additional functionality from third parties or confers such rights to third parties, the Company may at its sole discretion suspend, limit or discontinue the Client's right of the usage of the Additional functionality and (or) the Trading Terminal, and repudiate the Service Agreement on a unilateral basis without returning the fee for the usage of the Additional functionality.

15. The Company shall not be liable for possible illegal actions of the Client making payment for the right to use the Additional functionality. The Company reserves the right to suspend or discontinue the Client's right to use the Additional functionality unilaterally on suspicion of the Client's illegal actions all the way up to the clarification of the circumstances, unless otherwise specifically provided for in the governing law.

16. In the event the Company has sufficient grounds to believe that the Client takes actions contrary to law while making a payment, the Company may provide the respective information for the law enforcement agencies to conduct an inspection concerning this fact.

17. The rights to the usage of the Additional functionality are granted to the Client through his or her personal account in the Trading Terminal.

18. The Company may at its sole discretion restrict the use of the Additional functionality in certain countries if such restrictions are required by the applicable law.

19. The Company takes all reasonable measures to ensure the continuity of the services and the purchased Additional functionality but does not assume any obligations and does not guarantee to the Client the uninterrupted and error-free operation of the services and the Additional functionality.

20. The Company is not liable to the Client for direct, indirect or other possible losses incurred by the Client due to interruptions in the operation of the Additional functionality.

21. The Client confirms that the Additional functionality provided by the Company is not a recommendation for investment and trading. The Client takes all the decisions on entering into trading operations at his or her sole discretion and under no circumstances the Company is liable for direct, indirect or other possible losses incurred by the Client in connection with the information provided to the Client through the Additional functionality.

22. In any case the amount of all possible losses that the Company is obliged to pay to the Client cannot exceed the cost of all the subscriptions paid by the Client for six months.

23. All other matters that are not covered by these Terms shall be governed by the provisions of the Service Agreement.