

## TERMS & CONDITIONS

These terms of use hereby govern the relationship between you, the Client (“you” or the “Client”), and us, Auros AI (Auros AI Group “Auros AI”)

The website is owned and operated by: Auros AI

When you use the Company’s trading services, this End-User License Agreement (the “Agreement”) shall apply to such use to such extent as is applicable to the circumstances.

In addition to the Agreement and the Privacy Policy that you should review, your use of the Company’s trading services is strictly subject to all additional rules which may apply from time to time to the trading services which you are using, including, but not limited to, the “Bonus Policy” and the “Deposit & Withdrawal Policy” (together the “Additional Rules”) in each case as updated from time to time.

### 1. Introduction

1.1. By registering with the Company or by using the Company’s trading services, you agree to be bound by this Agreement in its entirety and without reservation. As such, this Agreement constitutes a binding legal document between you and the Company and together with the Additional Rules which are deemed to be an integral part hereof, this Agreement shall govern your use of our trading services at all times.

1.2. By registering with the Company, you represent and warrant that: (a) All registration information you submit is truthful and accurate; (b) You will maintain the accuracy of such information; (c) You are Legally of Age (as such term is defined below) or older or else, have your parents’ or guardians’ permission to enter into this Agreement, or otherwise have the legal capacity to form a binding contract; and (d) Your use of the Company’s trading services does not violate any applicable law or regulation or any obligation you may have to a third party.

1.3. All transactions between you and the Company take place in Marshal Islands where the Company’s principal servers are located.

1.4. The Company's software (the "Software"), allows you to use our trading services (the "Services"). The Company reserves the right to suspend, modify, remove or add to the Site or Site Content (as such terms are defined below), the Company's platform or the Services in its sole discretion with immediate effect and without notice. The Company shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against the Company in such regard.

1.5. In respect of your use of the Services, you may only have one account, for which you will register using your own actual name. You shall access the Software and use the Services only via your own account and you may never access the Software or use the Services by means of another person's account. Should you attempt to open more than one account, under your own name or under any other name, or should you attempt to use the Services by means of any other person's account, we will be entitled to immediately close all your accounts, retain all monies in such accounts and bar you from future use of the Services.

## **2. Acceptance of Terms and Conditions**

2.1. If you do not agree to any of the provisions of this Agreement you should immediately stop using the Software and remove the Software from your computer.

2.2. We reserve the right to amend, modify, update and change any of the terms and conditions of this Agreement (including each of the Additional Rules) from time to time and we will notify you of any such amendment, modification or change by publishing the new version of this Agreement on the relevant page of our Internet sites. Any modified version of this Agreement will take effect 10 days after its publication on the Internet Site and your continued use of the Services or the Software after the aforementioned 10 days will be deemed to constitute your acceptance of the changes to this Agreement. It remains your responsibility to ensure that you are aware of the correct, current terms and conditions of this Agreement and we advise you to check for updates on a regular basis.

Please note: We take our responsibilities in relation to your privacy exceedingly seriously and therefore changes to the Privacy Policy are strictly subject to the modification provisions found therein.

### **3. Compliance with Laws**

3.1. The offering of CFD and forex on various underlying financial and other assets may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws in your jurisdiction before registering with the Company and using the Services.

3.2. The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from acquiring financial contracts on the Internet. The Company does not intend to enable you to contravene applicable law. You represent, warrant and agree to ensure that your use of the Software and the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Software or the Services by you. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your use of the Software and the Services under the laws of any jurisdiction that applies to you. By accepting these terms, you agree to assist the Company, to the extent you are able, with its compliance with applicable laws and regulations.

### **4. Permitted Participation**

4.1. No-one under the age of 18 or the age of legal consent for engaging in the activities included in the services under the laws of any jurisdiction, whichever is higher ("Legally of Age") may use the services under any circumstances and any person not Legally of Age who uses the services will be in breach of the terms of this agreement. The Company reserves the right to request proof of age at any stage to verify that persons not Legally of Age are not using the services. The Company may cancel a person's account and exclude a person from using the services if proof of age is not provided or if the Company suspects that a person using the services is not Legally of Age.

4.2. We reserve the right to verify your registration details, such as name, address, age, and payment methods used, at any time, by requesting certain documents. These documents shall typically include an identity card, passport or driver's license, proof of address such as a utility bill, and proof of your payment method. If deemed necessary, we may request that the said

document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event our requests for documents are not completed by the member, the Company may at its sole discretion terminate the account, and withhold any funds that are present therein. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents.

4.3. We reserve the right to perform background checks on any member, for any reason, including (but not limited to) any investigation into the identity of the member, any credit checks performed on the member, or any enquiries into the member's personal history. The basis for such investigations will be dependent on the specific case, but could include (but is not limited to) verification of the member's registration details, such as the name, address and age, verification of the member's financial transactions, and verification of the member's trading activity. The Company is under no obligation to advise the members of such an investigation taking place. Such activities may include the use of specific third-party companies, who perform the investigations as required. The Company may decide at its sole discretion to block a member's account and withhold all funds on the basis of such an investigation and its positive outcome for the Company.

## **5. Information Technology / Intellectual Property**

5.1. The Company hereby grants you the non-exclusive, non-transferable, non-sublicensable right to use the Software and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. The Software's code, structure and organization are protected by intellectual property rights. You must not:

1. Copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;
2. Sell, assign, sublicense, transfer, distribute or lease the Software;

3. Make the Software available to any third party through a computer network or otherwise;
4. Export the Software to any country (whether by physical or electronic means);
5. Use the Software in a manner prohibited by applicable laws or regulations (together the “Prohibited Activities”).

5.2. You will be solely liable for any damage, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify the Company immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide the Company with reasonable assistance with any investigations it may conduct in light of the information provided by you in this respect.

5.3. The brand names relating to the Company’s trading platform and any other trademarks, service marks and trade names used by the Company either on its own behalf or together with its partners from time to time (the “Trademarks”) are the trademarks, service marks and trade names of the Company or one of its group companies or its licensors or its partners and these entities reserve all rights to such Trademarks.

5.4. In addition to the rights in the Trademarks, the Company (or one of its group companies, licensors or partners) own the rights in all other content, including but not limited to the Software, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or on the Internet (the “Site Content”) and the Site Content is protected by copyright or other intellectual property rights.

5.5. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the web site.

5.6. You hereby acknowledge that by using the Services or the Software you obtain no rights in the Trademarks or the Site Content and you may only use the same in complete accordance with this Agreement.

## **6. Your Representations and Undertakings**

In consideration of the rights granted to you to use the Services and the Software, you represent, warrant, covenant and agree that:

6.1. You are Legally of Age as defined in this Agreement, you are of sound mind and you are capable of taking responsibility for your own actions.

6.2. All details provided by you to the Company either during the registration process or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your account.

6.3. Without derogating from the aforementioned, should you use a credit/debit card or any other form of payment which is not in your private and personal name, we will presume that you have received complete and sufficient consent from the rightful owner or the person whom name is used on such payment instrument to make use of such payment instrument for the purposes herein, prior to your engagement with us. We shall not be obligated in any manner to examine such consent and shall bear no responsibility with respect to your representations hereunder. You will promptly notify us of any changes to details previously provided by you to the Company.

6.4. From time to time, you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to your account. Depending on the outcome of these verification checks you may or may not be permitted to deposit further monies with the credit card previously used by you. Should any of the information that you provide to us be untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of contract and we reserve the right to terminate your account immediately and prevent you from using the Software or the Services, in addition to any other action that we may choose to take.

6.5. If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to this Agreement.

6.6. Your account with the Company is solely for your benefit. You shall not allow any third party (including a relative) to use your account, password or identity to access or use the Services or

the Software and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any person or business entity and you shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if you suspect that your account is being misused by a third party or any third party has access to your account username or password so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation.

6.7. You are responsible for the security of your username and password on your own PC or internet access location. If this username password combination is “hacked” from your computer, due to any viruses or malware that is present on the computer that you access your account with, this is your responsibility. You should report any possible hacking attempts or security breaches from your computer terminal immediately to the Company.

6.8. You have verified and determined that your use of the Services does not violate any laws or regulations of any jurisdiction that applies to you.

6.9. You fully understand the methods, rules and procedures of the Services and CFD and forex trading in general. Furthermore, you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of trading in CFD and forex and acquiring financial contracts via this Site and have done so without relying on any information contained in this Site.

6.10. You will not commit any acts or display any conduct that damages the reputation of the Company.

6.11. You are fully aware that there is a risk of losing money when trading in CFD and forex and acquiring financial contracts by means of the Services and you are fully responsible for any such loss. You agree that your use of the Services is at your sole option, discretion and risk. In relation to your losses, you shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.

6.12. You acknowledge that in registering and using the Services you have to provide us with certain personal details about yourself (including details regarding your methods of payment).

We shall handle all information provided by you diligently and we will not disclose such information to third parties except as provided for in the Privacy Policy. We urge you to read the Privacy Policy to ensure that you agree with our policies in relation to how your information is handled.

6.13. You shall use our Internet site (the “Site”), the Services and the Software in complete accordance with the terms and conditions of this Agreement and each of the Additional Rules, all as amended from time to time, and you shall abide by all of the rules and instructions for engaging in the financial activities that comprise the Services.

6.14. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any amounts paid to you, as the Company does not, in general, collect tax on behalf of any authority in any form or manner. Notwithstanding the foregoing and without derogating from your sole and entire responsibility to perform tax payments, you agree that the Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with the Company. You are aware that amounts that may be withdrawn by you from your account are “gross amounts”, from which the Company may deduct such taxes, and that you shall have no claim towards the Company with regard to such deductions.

6.15. You are solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with your use of the Software and the Services. You shall be responsible for all access and service fees necessary to connect to the Site and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Site and the Services.

6.16. You have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

6.17. You will not transmit to or in any way, whether directly or indirectly, expose the Company or any of the Company’s online service providers to any computer virus or other similarly harmful or inappropriate material or device.



6.18. You agree to use the information received from the information systems of the Company for the sole purpose of executing transactions inside and within the Site.

6.19. You shall not use any electronic communication feature of a service on the Site for any purpose that is unlawful, tortuous, abusive and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

6.20. You shall use the Services and the Software only in good faith towards both the Company and other users of the Services. In the event that the Company deems that you have been using the Services or the Software in bad faith the Company shall have the right to terminate your account with the Services and any other accounts you may hold with the Company and the Company shall be entitled to retain all monies therein. You hereby expressly waive any future claims against the Company in such regard.

## **7. Prohibited Uses of the Site and Services; Indemnification**

7.1. **Illegal Funds and Unlawful Activities:** You declare that the source of funds used by you on the Site is not illegal and that you will not use the Services in any way as a money transfer system. You will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you (in particular, the laws of Marshall Islands ). If the Company has a suspicion that you may be engaging in or have engaged in fraudulent, abusive, unlawful or improper activity, including, without limitation, money laundering activities or engaging in a transaction out of market rates, or conduct otherwise in violation of this Agreement, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company is under no obligation to refund to you any funds that may be in your account. In addition to terminating your access to the Services and blocking your account, the Company reserves the right to prevent you from accessing any of the Company's other websites or servers, or accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

7.2. Money Laundering Prevention: Preventing money laundering is a top priority and goal for regulatory authorities worldwide. Money laundering enables movement of illicit funds from criminal activities and makes them potentially available for terrorist activity. At Auros AI we are fully committed to preventing money laundering via a number of steps:

1. Client identification and verification procedures via third-party data providers.
2. Identification, monitoring and reporting of suspicious transactions
3. Maintenance of trading records over an extended period of time
4. Training of employees in regards to recognizing and preventing illicit financial transactions.
5. Auros AI reserves the right to collect and ask for additional forms of identification from our clients prior to funding an account. Further the company reserves the right to refuse to process a transfer at any point if it believes the funds are in any way related to money laundering or criminal activity.

7.3. Circumvention: We have developed and employ sophisticated proprietary technology intended to seek out and identify users making fraudulent or unlawful use of the Services or Software. You shall not break into, access or attempt to break into or access or otherwise circumvent the Company's security measures. If, the Company believes, in its sole discretion, that you are in breach of this clause, the Company may terminate your access to the Services immediately and/or have your account blocked, and the Company may inform Interested Third Parties of your breach of this clause.

7.4. You agree that you will not do any of the following while using or accessing the Site, Services, the Company's trading platform or the Site Content:

1. Interfere with or disrupt (or attempt to interfere with or disrupt) any web page available at the Site, servers, or networks connected to the Site, or the technical delivery systems of the Company's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;

2. Attempt to access, search, or meta-search the Site or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by the Company or other generally available third-party web browsers, including without limitation any software that sends queries to the Site to determine how a website or web page ranks; or

3. Use, launch, or permit to be used in any automated system, including without limitation “robots”, “crawlers” or “spiders”.

7.5. You agree to defend and indemnify the Company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney’s fees and costs, arising out of or in any way connected with (i) your access to or use of the Site, the Company’s platform, or the Services; (ii) your violation of any of the terms of this Agreement; or (iii) any improper or illegal use of your account.

## **8. Your Account**

8.1. You are responsible for ensuring that you alone control access to your account, and that no minor or other person is granted access to trading on the Site using your account.

8.2. We take no responsibility for any third-party access to your account and under no circumstances shall the Company be liable for any losses incurred by you as a result of misuse of your password by any person or for any unauthorized access to your account. In any case, all positions traded on your account and credit card transactions entered into the Site for your account, where your user’s name and password have been entered correctly, will be regarded as valid, whether or not authorized by you.

8.3. Monies held in your account shall not attract any interest.

8.4. Accounts in which there have been no transactions (trading / withdrawals / deposits), for a set period of 12 months, will be considered by the Company as being dormant accounts. Such dormant accounts will be charged an annual maintenance fee of US\$25 or the full amount of

the free balance in the account if the free balance is less than US\$25. There will be no charge if the free balance is zero. Consequently, all accounts with a zero free balance will be closed.

8.5. The Company may, at any time, set off any positive balances in your account against any amount owed by you to us.

8.6. The Company may, at its sole discretion, impose volume or other limits on customer accounts.

## **9. Payment Transactions and Payment Fraud**

9.1. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company.

9.2. Each user of the Service is fully responsible for paying all monies owed to the Company. You agree that you will not make or attempt to make any charge-backs, or deny or reverse any payment that you have made and you will reimburse the Company for any charge-backs, denial or reversal of payments you make and any loss suffered by the Company as a consequence thereof. The Company may, at its sole discretion, cease to provide the Services or withhold payment to certain users or to users paying with certain credit cards.

9.3. We reserve the right to run credit checks on all users with third party credit agencies, on the basis of the information provided to us on registration.

9.4. We reserve the right to use third party electronic payment processors or financial institutions to process payments made by and to you in connection with your use of the Services. To the extent that they do not conflict with the terms of this Agreement, you agree to be bound by the terms and conditions of such third-party electronic payment processors or financial institutions.

9.5. In the case of suspected or fraudulent payment, including use of stolen credit cards, or any other fraudulent activity or attempted fraudulent activity (including any charge-back or other reversal of a payment), we reserve the right to immediately block a user's account, terminate a

user's account, seize the funds within a user's account, refund to users only their initial deposits, reverse any pay-out made and recover any pending balance. We shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or otherwise unlawful activity, take legal action against a user, and may employ collection services to recover payments. However, under no circumstances shall the Company be liable for any unauthorized use of credit cards, irrespective of whether or not the credit cards were reported stolen.

9.6. All payments into your account must be from a single payment source, such as a credit card, debit card or charge card, on which you are the named account holder.

## **10. Your Communications**

10.1. Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail or otherwise transmit through the Services, including information, data, questions, comments or suggestions will be treated as nonproprietary and non-confidential.

10.2. By accepting this Agreement, you grant a license to the Company to use your communications in any way it sees fit, either on the Site or elsewhere, with no liability or obligation to you. The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products.

10.3. The Company is entitled, but not obligated, to review or retain your communications. The Company may monitor your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Site, or for other reasons.

10.4. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which the Company monitors your communications. In no event will the Company be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of the Company's monitoring activities.

## **11. Bonuses**

11.1. All promotions, bonuses or special offers are subject to specific terms and conditions and any complimentary bonus credited to your account must be used in adherence with such terms and conditions. We reserve the right to withdraw any promotion, bonus or special offer at any time.

11.2. In the event that the Company believes a user of the Service is abusing or attempting to abuse a bonus or other special offer, or is likely to benefit through abuse or lack of good faith from a policy adopted by the Company, then the Company may, at its sole discretion, deny, withhold or withdraw from any user any bonus or special offer, or rescind any policy with respect to that user, either temporarily or permanently, or terminate that user's access to the Services and block that user's account.

11.3. In the event that the Company deems in its sole discretion that you have been taking unfair advantage of the Company's bonuses or have executed any other act in bad faith in relation to a bonus offered on the Site, the Company shall have the right to block or terminate your account with the Company and in such circumstances, the Company shall be under no obligation to refund to you any funds that may be in your account other than your original deposit amounts.

11.4. For further information on the Company's policy with regard to bonuses please refer to our "Bonus Policy".

## **12. Obligations of the Company**

12.1. The Company has no obligation to check whether users are using the Services in accordance with this Agreement or the Additional Rules, as updated from time to time.

12.2. Under no circumstances shall the Company be obligated to investigate or pursue any complaints made by a user against any other user using the Services or to take any other action in connection therewith, or take any action against a user for any reason, including without limitation for violating the terms of this Agreement. The Company may, at its sole discretion, decide to take appropriate action against any person it suspects of engaging in any unlawful behavior or otherwise violating the terms of this Agreement, but is under no obligation to do so.

12.3. The Company has no obligation to maintain account names or passwords. If you misplace, forget or lose your account name or password because of anything other than the Company's error, the Company shall not be liable.

12.4. The Company shall handle all personal information provided by you strictly in accordance with the Privacy Policy.

12.5. The Company will fulfill to the best of its abilities all your trading orders, keep the register of your orders and of their fulfillment, and will provide you with necessary extracts upon your request.

12.6. The Company shall provide the following online reports: (i) "Open Positions": a report presenting the account's open transactions; and (ii) "Account Statement": a report presenting the account's balance and statement at a given point of time.

### **13. No Warranty**

13.1. The services and the software are provided "as is". the company makes no warranty or representation, whether express or implied (whether by law, statute or otherwise), including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness or accuracy of the services or the software or infringement of applicable laws and regulations. the entire risk as to the use, quality and performance of the software lies with you.

13.2. The company makes no warranty that the software or services will meet your requirements, be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the software or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the services.

13.3. In the event of systems or communications errors, bugs or viruses relating to account settlement or other elements of the services or resulting in loss of data by you or any other damage to your computer equipment or software, the company shall in no way be liable to you

and the company reserves the right to void transactions in question and take any other action to correct such errors save that the company is not required to provide any backup network and/or systems or similar services.

13.4. The company shall not be liable for any acts or omissions made by your internet service provider or other third party with whom you have contracted to gain access to the server that hosts the site.

13.5. Without limiting the foregoing, the company will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

#### **14. Limitations of Liability**

14.1. You agree that you are free to choose whether to use the Services and do so at your sole option, discretion and risk.

14.2. The Company shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third parties, use of the Software or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated profits), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).

14.3. The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use, of any link contained on the Site. The Company is not responsible for the content contained on any Internet site linked to from the Sites or via the Services.

14.4. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Software or the Services.



14.5. Nothing in this Agreement will operate so as to exclude any liability of the Company for fraud, death or personal injury that is caused by the Company's negligence.

14.6. You agree that, in the event that the Software or Services fails to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Site or its contents or any error or omission in content or any other factors beyond our control:

1. the Company will not be responsible for any loss, including loss of profits, that may result; and
2. if a contract is acquired or sold at prices that do not reflect its market prices, or at an abnormally low level of risk (the "mispricing") due to an undetected programming error, bug, defect or glitch in the Site, the Software or any other reason resulting in mispricing, the Company reserves the right to cancel such transactions upon notifying you of the nature of the computer error that led to such mispricing. You have a duty to report to the Company any problem, error or suspected system or other inadequacies that you may experience.

## **15. Breach of these terms and conditions**

15.1. You agree to fully indemnify, defend and hold the Company, its partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

1. Of any breach of this Agreement by you;
2. Violation by you of any law or the rights of any third party; or
3. Use by you of the Services or Software or use by any other person accessing the Services or Software using your user identification, whether or not with your authorization.

15.2. In addition to any other remedy available, if you breach any of these terms and conditions of this Agreement or the Company has reasonable grounds for suspecting that you have breached the terms and conditions of this Agreement, in addition to any other remedies

available to the Company, your credit may be forfeited at the discretion of the Company and the Company may retain any positive balance then existing in your account on account of any damages or other amounts owed by you to the Company pending investigation and/or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, account closure and/or legal action being taken against you.

## **16. Risk Statement**

16.1. The financial services contained within the Site are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in trading in CFD and forex.

16.2. The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company including rolling fees for day trade deals.

16.3. Subject to market conditions, 'Stop Loss Orders' shall be executed either at the exact exchange rate selected by the customer, where the amount will be calculated automatically, or at the exact amount of loss selected by the customer, where the exchange rate will be calculated accordingly. A transaction of that nature shall be executed as soon as the distinctive ("indicative") exchange rate is found on the financial information systems which, including the Company's spread, is either identical to the order given by the customer, or indicates an identical amount of loss declared by the customer.

## **17. Market Information**

17.1. The Company may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Market Information").

17.2. Market Information provided on these web pages is not intended as investment advice. The Company does not endorse or approve the Market Information, and we make it available to you only as a service for your own convenience.

17.3. The Company and any Third-Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or warrant any results from your use or reliance on the Market Information.

17.4. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither the Company nor the Third-Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice.

17.5. You agree that neither the Company nor the Third-Party Providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information.

17.6. You will not “deep-link”, redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by the Company to receive Market Information.

## **18. Disputes**

18.1. You understand and agree that (without prejudice to your other rights and remedies) the Company records shall be the final authority in determining the terms of your use of the Services and you shall have no right to dispute the Company’s decisions in regard to such matters.

18.2. No claims or disputes will be considered more than seven (7) days after the date of the original transaction and all claims or disputes should be raised with the customer service department at support@Auros AI.

## **19. Duration and Termination**

19.1. This Agreement shall come into force immediately upon your completion of the registration process with the Company and shall continue in force unless and until terminated in accordance with its terms.

19.2. The Company reserves the right to suspend the operation of the Site or any part or sections of it. In such an event, the Company may, at its sole discretion (with or without notice), close out the customers' open financial contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the Company in connection thereto.

19.3. We may terminate this Agreement and your account (including your username and password) immediately without notice:

1. If for any reason we decide to discontinue to provide the Services in general or specifically to you;
2. If we believe that you have breached any of the terms of this Agreement;
3. If your use of the Services has been in any way improper or breaches the spirit of this Agreement;
4. If your account is associated in any way with any existing account that has been terminated. If your account is associated with, or related to, existing blocked accounts, we may terminate your account, irrespective of the nature of this relationship, and the registration details provided on said accounts; or
5. For any other reason we see fit. Save for as otherwise provided herein, on termination of this Agreement any balance in your account will be returned to you within a reasonable time of your request, subject always to our right to deduct any amounts owed by you to us.

19.4. You may terminate this Agreement and your account (including your username and password) at any time by sending an email to us at support@Auros AI , such termination to take effect upon the Company terminating your account (including username and password), which shall occur within 7-10 business days after receipt by the Company of your email on our servers in Marshall Islands , provided that you shall remain responsible for any activity on your account between sending us

an email and the termination of your account by the Company. In the case that your account has a remaining balance, you will be refunded the remaining balance within 7-10 business days following the request. Please note that in the case you have a bonus, the terms of the bonus will be applied. Please refer to the bonus policy to further understand bonus terms and conditions.

19.5. On termination of this Agreement, you shall:

1. Discontinue the use of the Software and the Services;
2. Pay all amounts due and owing to the Company;
3. Remove and permanently delete the Software from your computer equipment and destroy all related documentation in your possession, custody, power or control.

19.6. The right to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

19.7. Upon the termination of this Agreement for any reason, except as otherwise provided in this Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

19.8. In the event of our termination of this Agreement on account of your breach of this Agreement (including the Additional Rules) the Company will be under no obligation to refund to you any funds that may be in your account and you shall have no claims against the Company in such regard. Further, you will not be able to open an account with the Company again without our express permission.

## **20. Customer Service Department and Special Promotions**

20.1. You hereby expressly consent to the Company using the contact details provided by you on registration to occasionally contact you directly in relation to your use of the Services or any other products or services offered by the Company, its partners or affiliates from time to time.

20.2. The Company will not tolerate any abusive behavior exhibited by users of the Service to the Company's employees. In the event that the Company, in its sole discretion, deems that your behavior, via telephone, email or otherwise, has been abusive or derogatory towards any of the Company's employees, the Company shall have the right to block or terminate your account with the Company and in such circumstances, the Company shall be under no obligation to refund to you any funds that may be in your account.

20.3. The Company may, from time to time, offer you special promotions. These promotions may be notified to you by various means, including but not limited to (i) email, (ii) telephone, (iii) SMS and (iv) additional windows opening from within the Software. Promotions begin at 00:00 and end at 23:59 GMT on specified dates, unless stated otherwise in the promotion's Terms & Conditions.

20.4. We will provide you with an opt-out option in relation to various types of communications from the Company and should you choose to opt-out from communications the Company shall respect your wishes in such regard.

## **21. Exchange Rates**

All currency conversions executed by the Company for the purposes of allowing you to deposit and cash-out money from your account shall be executed by the Company at an exchange rate comparable with daily commercial rates offered by banks and credit card companies.

## **22. Phone Call Recording**

For service quality assurance the Company records, at its sole discretion, telephone calls made from and to its offices. You hereby agree that telephone calls made, either by you contacting the Company, or when being contacted by the Company, may be recorded.

## **23. Governing Law**

This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Marshall Islands and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Marshall Islands to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement.

#### **24. Language Discrepancies**

This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.

#### **25. General**

25.1. If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

25.2. No waiver by us of any terms of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of this Agreement.

25.3. Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.

25.4. Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

25.5. This Agreement contains the entire agreement between the Company and you relating to your use of the Software and the Services and supersedes any and all prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept this

Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company in this Agreement.

25.6. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, in the event of a reorganization of the corporate group in which the Company exists or in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.

25.7. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under this Agreement.

25.8. In this Agreement, “you” or “your” or “user” means any person who uses the Services or the Software under this Agreement. Unless otherwise stated, “we”, “us” or “our” refers collectively to the Company and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

25.9. Nothing in this Agreement shall be construed so as to grant you any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of your account.

## **26. Withdraw Policy**

Send a request from your personal cabinet on the trading platform.

Generate bonuses, if there are any on your account.

Ensure the successful completion of compliance-accreditation.

Depending on the depositing method, select the relevant application form for a withdrawal. This form is provided for download under the indicated payment method.

Withdrawals can be made only into the card or account from which the deposit was made.

Withdrawals on cards require 2-5 business days.

In case the trading account funding was made from multiple cards, withdrawal will be made on the card through which the latest transactions were made.



Electronic System: this system documents and verifies client identification records, and tracks and maintains detailed records of all transactions.

Auros AI carefully tracks suspicious and significant transaction activities, and reports such activities providing timely and comprehensive information to law enforcement bodies. To uphold the integrity of reporting systems and to safeguard businesses, the legislative framework provides legal protection to providers of such information. In order to minimize the risk of money laundering and financing terrorist activities, Auros AI neither accepts cash deposits nor disburses cash under any circumstances. Auros AI reserves the right to refuse to process a transfer at any stage, where it believes the transfer to be connected in any way to money laundering or criminal activity. For the avoidance of any doubt, Auros AI may detain or postpone payments for a set period of time at its own discretion. It is forbidden for Auros AI to inform customers that they have been reported for suspicious activity.

### **Additional Disclosures**

For the purpose of complying with Anti-Money laundering laws, Auros AI requires two different documents to verify the identity of the customer.

The first document we require is a legal government-issued, identifying document with the picture of the customer on it. It may be a government-issued passport, driver's license (for countries where the driver's license is a primary identification document) or local ID card (no company access cards).

The second document we require is a bill with the customer's own name and actual address on it issued 3 months ago at the earliest. It may be a utility bill, a bank statement, an affidavit, or any other document with the customer's name and address from an internationally recognized organization.

Auros AI also requires a completed and physically-signed account application form to be submitted to the company.

Customers are required to submit up to date identification and contact information in a timely manner, as soon as changes occur.

Documents in non-western letters must be translated into English by an official translator; the translation must be stamped and signed by the translator and sent together with the original document with a clear picture of the customer on it.

### **Deposits and Withdrawals**

Auros AI requires all deposits, where the name of the originating customer is present, to come from the name matching the name of the customer in our records.

Third party payments are not accepted.

As for withdrawals, money may be withdrawn from the same account and by the same way it was received. For withdrawals where the name of the recipient is present, the name must exactly match the name of the customer in our records. If the deposit was made by wire transfer, funds may be withdrawn only by wire transfer to the same bank and to the same account from which it originated. If the deposit was made by means of electronic currency transfer, funds may be withdrawn only by the means of electronic currency transfer through the same system and to the same account from which it originated.