

VECTORA

Terms & Conditions

IMPORTANT: PLEASE CAREFULLY READ AND ENSURE THAT YOU UNDERSTAND THESE TERMS AND CONDITIONS BEFORE ACCESSING, USING OUR SITE OR PRODUCTS.

These Terms & Conditions (“**Terms**”) are a binding agreement between you (“**you**”, the “**user**”) and Grg Consulting Kft (“**Vectora**”, “**we**”, “**us**”, “**our**”). They govern your access to and use of our website at **www.vectora.com** (the “**Site**”) and your use and access of Vectora’s services and products (the “**Software**”). Please read them carefully. By creating an account, purchasing a product, downloading, accessing or using the Site or Software, you confirm that you accept these Terms in full. If you do not accept them, do not use the Site or any of Vectora’s products.

1. Eligibility and acceptance

- 1.1. By using the Site and Software you confirm that you are at least 18 years old and have the legal capacity to enter into these Terms.
- 1.2. You confirm that you have read and understood these Terms and agree to be bound by them, together with any documents they incorporate by reference including our Privacy Policy, Risk Disclosure and the Information Document, all of which together will be referred to as the “**Agreement**”.

2. Changes to these Terms

- 2.1. We may update, change, modify or replace the Agreement from time to time. Such amendments will be posted on the current version on the Site and shall become effective immediately upon posting. Your continued use of the Site or Software after these amendments take effect constitutes acceptance of them. We encourage you to review the Agreement frequently by visiting this page www.vectora/terms.com.

3. Scope of Services

- 3.1. The Software is a technological product that functions as a trading automation software which you can download, install and operate, and that connects to your account with a compatible third-party trading platform of your choice.
- 3.2. Vectora is not a broker, dealer, exchange, investment firm, portfolio manager, asset manager, fund, commodity pool operator, commodity trading advisor, or financial, investment or tax adviser and no employee, officer, director, manager, member, shareholder, or contractor of Vectora acts in any such capacity. Vectora does not hold any client assets and does not accept any deposits or funds. Vectora does not give trading advice that is customised to any individual user’s positions or situation, and Vectora does not direct any user’s account. All material made available on the Site is provided solely for informational purposes, without any recommendation and without any corresponding obligation to act. Vectora’s services are provided as is and are strictly provided as a technological product that a user is operating at his own will and discretion.
- 3.3. You are solely responsible for deciding whether to use any Vectora product or service and whether its functionality is appropriate for your intended use. Vectora provides technology tools only and does not assess whether the use of its products or services is suitable or

appropriate for you based on your financial circumstances, investment objectives, risk tolerance, knowledge, or experience. Any decision to connect, activate, configure, use, suspend, or discontinue the technology in connection with a trading account is made by you independently, at your own discretion and volition. You remain solely responsible for your trading account, your decision to use the technology, and the risks arising from trading activities conducted through or with the assistance of the technology.

- 3.4. Nothing furnished on the Site or through the Software and/or any Vectora product may be read as an offer to sell, a solicitation of an offer to buy, or an endorsement of any security, whether by Vectora, by any of the persons identified in Section 3.2, or by any third party. Neither the Site nor the Software is designed to supply tax, legal, insurance, or investment advice of any kind.
- 3.5. Vectora does not exercise discretion over your account. The Software operates only in accordance with the parameters and settings of the algorithm, and you may view, pause or stop the Software at any time. Information on the parameters and settings of the algorithm is disclosed in the Information Document which is publicly available on the Site and forms an integral part of this Agreement.
- 3.6. Vectora does not provide investment advice, trading recommendations, signals tailored to you, or any view on whether any instrument, strategy, configuration or risk setting is suitable for you. Before subscribing to any Vectora product, and before making any use of the Site, you should seek the guidance of a registered investment adviser, an attorney, or a tax professional with respect to your specific financial position, your chosen investing strategy, any particular trade, algorithm, or trading strategy under consideration, and any legal or tax matter that concerns you.
- 3.7. Vectora does not hold, receive, safeguard, custody, or control your money or trading funds. All funds remain in your own account with the relevant third-party service provider and remain subject to the terms governing that account. Vectora does not accept, process, or facilitate deposits or withdrawals and has no authority to withdraw, transfer, or otherwise dispose of your funds. Vectora's technology may connect to a compatible third-party trading account or platform solely to provide the technological functionality that you choose to activate.
- 3.8. You remain the sole decision-maker and are solely responsible for your account, your decision to use and configure the technology, your trading strategy, and all trading activity, risks, gains, losses, and other outcomes resulting from its use. Vectora does not make investment or trading decisions on your behalf.

4. The Software

- 4.1. The Software is an algorithmic technological system designed to execute trades automatically based on predefined technical analysis rules and configurable risk management parameters as per the instructions of each user. The Software operates without discretionary decision making and executes trades solely according to programmed conditions and the risk profile selected by the user.
- 4.2. A detailed description of the Software, including each bot, its features and the applicable packages and fees, is set out in the Vectora Information Document, available on the Site.

5. Where the Software may be used

- 5.1. The Software is not offered to, and must not be used by, any person in a jurisdiction where its provision, use or marketing would be unlawful.
- 5.2. You are responsible for determining whether your use of the Software is lawful where you are located, and for complying with all laws that apply to you, including any registration, licensing, tax and reporting obligations, and third party provider's terms. If your use would be unlawful, you must not use the Software.
- 5.3. We may apply verification or geo-restriction measures, but responsibility for lawful use remains yours. Nothing on the Site or in the Software is an offer or solicitation in any jurisdiction where that would be unlawful.
- 5.4. You confirm that you have read this Clause 5, that you understand the risks, and that you accept those risks.

6. Connectivity and Services

- 6.1. The Software may connect to, integrate with, or rely upon certain compatible third-party platforms, systems, infrastructure, applications, accounts, APIs, or services ("Third-Party Services"). Vectora does not own, operate, or control any Third-Party Services and is not responsible for their availability, functionality, performance, security, pricing, fees, terms, execution, data, solvency, regulatory status, acts, omissions, interruptions, restrictions, or failures. The availability and functionality of the Software may depend upon, or be affected by, Third-Party Services and by changes made to such services from time to time.
- 6.2. Any reference to a Third-Party Service as "compatible," "supported," "integrated," or similar is solely a statement of technical compatibility or functionality. It does not constitute an endorsement, recommendation, referral, advice, representation, warranty, or assessment by Vectora regarding that Third-Party Service or its suitability for any particular purpose.
- 6.3. You independently choose where and with which compatible Third-Party Service to connect or use the Software. That choice is made solely by you, at your own discretion and responsibility. Vectora does not select, recommend, or determine the Third-Party Service with which you choose to use the Software. You are solely responsible for ensuring that your access to and use of any Third-Party Service, including your use of the Software in connection with it, is permitted and complies with the terms, conditions, requirements, and restrictions applicable to that Third-Party Service.
- 6.4. Vectora is not a party to, and does not assume any obligations or responsibilities arising from, any arrangement, account, transaction, or other interaction between you and a Third-Party Service or its provider.

7. No Performance Guarantee

- 7.1. Vectora does not guarantee that the Software will operate continuously, without interruption, error or malfunction, or that it will always operate as intended or produce any particular result. The Software may experience errors, bugs, delays, interruptions, technical failures, connectivity issues or other malfunctions, including as a result of Third-Party Services or circumstances outside Vectora's control.

- 7.2. Vectora makes no guarantee regarding the performance or results of the Software. Any performance figures, charts, statistics, examples, scenarios or other performance-related information displayed on the Site or in connection with the Software are provided solely for general informational and illustrative purposes. Historical, back-tested, hypothetical or simulated figures are not a promise, prediction, projection, warranty or guarantee of results, they are impersonal and not tailored to you and are not to be construed as and/or do not constitute investment, financial or trading advice or a recommendation to enter into any transaction.
- 7.3. Vectora does not warrant the accuracy, completeness, reliability or continued availability of such information and/or any performance of the Software. Past performance is not indicative of future results.
- 7.4. You understand that the performance data and the content shown on the Site and the Software may be derived from third-party sources which may have not been independently verified or guaranteed by Vectora, those sources or any other person, and that it may be incomplete, may reflect only certain accounts or periods.
- 7.5. Actual results may vary and depend on numerous factors, including your chosen settings, capital, costs, timing, market conditions, Third-Party Services and the operation or availability of the Software. Nothing in these Terms constitutes a guarantee that the Software will generate any particular result, profit or level of performance.

8. Licence

- 8.1. Subject to the Agreement terms and to payment in full of the applicable fee for the Software, Vectora grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to use the Software for your own personal use, for the licence period and on the basis specified at the point of purchase.
- 8.2. You shall: (a) provide registration information that is accurate, complete and current, and keep it updated; (b) maintain no more than one account, unless we agree otherwise in writing; (c) keep secure your account credentials and any third party connection details (including API keys); (d) not disclose or share your credentials, or otherwise permit any unauthorised access to your account; and (e) notify us promptly upon becoming aware of any actual or suspected unauthorised use of your account.
- 8.3. You may connect the Software only to accounts which you own and are authorised to operate. You must not use the Software to operate, manage or trade accounts for or on behalf of any third party.

9. Fees

- 9.1. Fees for the Software are as stated at Site. Fees are for access to the Software only and do not guarantee any trading outcome or level of performance. All fees are exclusive of any taxes that may apply.
- 9.2. The fee is a one-off setup fee payable in advance and in full prior to activation of your licence. It grants access to the Software for the twelve (12) months and confers no right of renewal. Continued access after expiry of the licence period is subject to a new purchase at the fees then applicable.

- 9.3. Fees payable to Vectora are separate from, and in addition to, any funds maintained in an account with a compatible Third-Party Service. Any minimum account balance specified on the Site represents the minimum amount required to be maintained in your own account for the Software to operate as intended. Such amount is not a fee or payment to Vectora. Vectora does not receive, hold, safeguard, custody, or control those funds and has no authority to withdraw, transfer, or otherwise dispose of them.

10. Refund

- 10.1. Vectora offers a voluntary sixty (60) day refund period. You may request a refund of the purchase price paid to Vectora for the Software within sixty (60) days of purchase by written notice to info@vectoralogic.ai. Refund requests received after that period will not be accepted, except where otherwise required by applicable law.
- 10.2. A refund under Clause 10.1 applies solely to the purchase price paid to Vectora for the Software. It does not relate to, and does not include or compensate for, any use of the Software, trading activity, trading gains or losses, funds, fees, charges, costs, or any other results or outcomes arising from or associated with the use of the Software or any Third-Party Service. Any refund payable may be reduced on a pro rata basis to reflect your use of the Software prior to the date of your request.
- 10.3. Except as otherwise provided in these Terms, you may separately have a statutory right under applicable consumer protection law to withdraw from this Agreement within fourteen (14) days. This statutory right of withdrawal is separate from, and does not limit, Vectora's voluntary sixty (60) day refund policy set out above.
- 10.4. On acceptance of a valid refund request under Clause 1.1 or the exercise of an applicable statutory right of withdrawal under Clause 1.3, your licence to use the Software terminates with immediate effect. You must immediately cease all use of the Software and disconnect it from any Third-Party Services account connection. Your access will be automatically revoked and refund will be processed to the original payment method.
- 10.5. Vectora may request information reasonably necessary to verify the request, prevent fraud, or process the refund. Processing times following issuance of a refund may vary depending on the relevant payment provider or financial institution and are outside Vectora's control.

11. Acceptable use

- 11.1. You agree not to:
- use the Site or Software for any unlawful purpose or in breach of your trading platform's terms or any applicable law;
 - copy, modify, adapt, translate, reverse-engineer, decompile, disassemble or create derivative works of the Software;
 - resell, sublicense, rent, lease, distribute, frame, mirror or otherwise make the Software or Site available to others;
 - use any bot, scraper, or automated means to access, copy or index the Site other than as permitted;
 - interfere with, disrupt, damage, or attempt to gain unauthorised access to the Site, Software, or related systems, or introduce any malicious code;

- harvest personal data of other users, or send spam or unsolicited communications; or
 - state or imply that we endorse your statements, or use our name or marks, without our written consent.
- 11.2. We may suspend or terminate your access to the Site and the Software, in whole or in part and with immediate effect, where we reasonably believe you have breached any of these Terms clause 11.1 or where suspension is necessary to protect the Site, the Software, other users or our legitimate interests. Where practicable and lawful to do so, we will notify you of the suspension and its reason.
- 11.3. Termination under clause 11.2 for your breach does not entitle you to any refund of fees paid and does not limit any other right or remedy available to us.

12. Intellectual property

- 12.1. The Site, the Software, and all content, code, algorithms, text, graphics, trademarks, logos and other materials made available by us (the “Content”) are owned by Vectora and/or and are protected by intellectual property laws. Except for the limited licence in Clause 8, no rights in the Content are granted to you. You must not remove, obscure or alter any proprietary notices.

13. Suspension and termination

- 13.1. You may stop using the Software and terminate your account at any time by sending a notification to Vectora.
- 13.2. We may suspend or terminate your access, in whole or in part, if you breach any of the terms of the Agreement, fail to pay fees due, use the Software unlawfully or fraudulently, pose a security risk, or where required by law. Where practicable and lawful, we will give you notice.
- 13.3. On termination, your licence ends and you must stop using the Software.

14. Confidentiality

- 14.1. You must keep confidential and not disclose or misuse any non-public information relating to Vectora, the Software or the services that is identified as confidential or would reasonably be considered confidential, except where disclosure is required by law or the information has lawfully become publicly available. Confidential information may only be used as necessary to access and use the Software and Services in accordance with these Terms.

15. Disclaimer of warranties

- 15.1. To the maximum extent permitted by law, the site and software are provided “as is” and “as available”, without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant that the site or software will be uninterrupted, timely, secure, error-free or free of harmful components, that it will meet your requirements or expectations, that it will operate with any particular hardware, software or platform, that defects will be corrected, or that it will be profitable or perform as intended under all market conditions. You assume the entire risk as to the results and performance of the software.

16. Limitation of liability

- 16.1. To the maximum extent permitted by law, Vectora shall not be liable for any trading losses, or for any indirect, incidental, special, consequential, punitive or exemplary damages, or for loss of profits, data, goodwill or opportunity, arising out of or relating to the Site, the use, inability to use or performance of the Software or any Third-Party Service or these Terms, on any theory of liability, even if advised of the possibility.
- 16.2. To the maximum extent permitted by law, Vectora's total aggregate liability arising out of or relating to the Site, the Software or these Terms will not exceed the total fees you paid to Vectora for the Software.

17. Indemnification

- 17.1. To the fullest extent permitted by law, you agree to indemnify and hold harmless Vectora from any claim, loss, liability, damage, cost or expense (including reasonable legal fees) arising out of or relating to your use of the Site or Software, your trading, your breach of these Terms or your representations, or your breach of any law or third-party right.

18. Governing law and dispute resolution

- 18.1. These Terms, and any dispute arising out of or relating to them, the Site or the Software, are governed by the laws of Hungary.
- 18.2. Before starting any formal proceedings, the parties will first try in good faith to resolve any dispute by contacting the other in writing with a description of the dispute and the resolution sought, and allowing a reasonable period to resolve it. If not resolved, disputes will be subject to the exclusive jurisdiction of the courts of Hungary.

19. General

- 19.1. You consent to our communicating with you electronically, whether by email to the address registered on your account, by notice within the Software, or by posting to the Site. You agree that electronic communications satisfy any legal requirement that a communication be in writing.
- 19.2. The Site may contain links to third-party sites, materials or services, including broker and trading platforms. We do not control, endorse or accept responsibility for them, their content, availability, or their acts or omissions. Your use of them is at your own risk and governed by their own terms and privacy policies.
- 19.3. We are not liable for any failure or delay in performing our obligations under these Terms to the extent caused by events beyond our reasonable control, including failure or interruption of internet, hosting, connectivity, exchange, broker or data-feed services; power failure; cyber attack, denial-of-service attack or other malicious act by a third party; act of God, natural disaster, epidemic, fire or flood; war, terrorism or civil unrest; strike or industrial action; and any act, order, restriction or intervention of a government or authority.
- 19.4. You may not assign, transfer, charge or otherwise deal with your rights or obligations under these Terms without our prior written consent. We may assign or transfer ours in connection with a merger, acquisition, sale of assets, or corporate reorganisation, or to any successor in business.
- 19.5. No failure or delay by us in exercising any right or remedy operates as a waiver of it, and no single or partial exercise prevents any further exercise. Nothing in these Terms creates any

partnership, joint venture, agency, fiduciary or employment relationship between you and Vectora.

- 19.6. These Terms, together with any document expressly incorporated by reference, constitute the entire agreement between you and Vectora and supersede all prior agreements, representations and understandings on their subject matter.
- 19.7. If you have any questions regarding your account, any product or service of Vectora, or these Terms, please contact our customer support team by email at the following info@vectoralogic.ai.

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