

TERMS & CONDITIONS

These terms and conditions (“Terms”) constitute a legal and binding agreement between the User (“you”, “your”) and:

VizLore Digital Asset Management DOO, a company having its registered office at Brace Ribnikar 56/208, Novi Sad, Serbia (“us”, “we”, “our”, “the Company”).

By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access the Services.

I. THE SERVICES

1. Generation and dissemination of trading signals from the Company to the User for trading and investing purposes.

The Users can access the Services by logging in to their user account.

A trading signal is a suggestion for entering a trade on a virtual currency at a specific price and time.

Trading signals and any opinion expressed therein (i) do not constitute an offer or an invitation to make an offer to buy or sell any securities or financial instrument or derivative relating thereto, (ii) are not intended to provide personal recommendation or investment advice and do not take into account the specific investment objectives, financial situation or particular needs of any specific person.

2. Order execution engine

Order execution engine is an automated computer program that buys and sells virtual currencies at a given time. An order execution engine is used to execute trades on behalf of the User. Please note that the Order execution engine trades on the User's own account and We do not take any custody of the assets.

The User can integrate their existing virtual currency exchange account to the Order execution engine by writing their API Keys into the identically named spaces on the web page. Order execution engine is thus authorized to execute trades on the integrated account. Order execution engine will not be authorized to transfer funds from or to the account.

II. USER ACCOUNT

In order to create a user account, you must provide your first name, last name, and e-mail address. Each User is solely responsible for their login information and for the safety of the access to their user account.

III. OBLIGATIONS OF THE USERS

Users undertake to avoid any illegal and harmful actions, among others:

Reverse-engineer the system, copy the Services, redistribute any content or Services without prior consent of the Company or provide and/or promote false, defamatory information about the Services.

Users will indemnify, defend, and hold the Company harmless from and against all liabilities, damages and costs arising out of third party claims regarding any injury or damages resulting from behaviour of User related to the use of the Services or arising from breach by User of these Terms or violation of any applicable law.

IV. ACCESS TO THE SERVICES

We do not guarantee accessibility to the Services at all times. Technical difficulties can cause temporary suspension of the Services. We exclude all liability for any and all damages which may be suffered by Users due to the inaccessibility of the Services.

The Company reserves the right to suspend or refuse access to and use of the Services to anyone at its sole and absolute discretion.

We are entitled to block your account and deny you access to the Services including any trading strategies if we suspect abuse of the account or the Services. We can also block your account or deny you access to the Services if you do not comply with these Terms, our rules of engagement (trading rules), do not pay applicable fees or attempt to defraud us.

The Company shall be entitled to terminate this agreement unilaterally at any time and without cause.

V. DISCLAIMER

We are not a registered broker, investment advisor, financial advisor or a licensed financial institution. We do not undertake any liability for any damage, cost, harm, loss which may be caused in connection with the use or inability to use the Services. You should be aware of the risks of trading in financial markets and/or virtual currencies. Do not ever risk more money than you can afford to lose. Use of any of our Services is at your own risk.

VI. INTELLECTUAL PROPERTY

The Company holds all of the intellectual property rights related to the Services including trading signals.

Users shall not make any copies, modifications of the Company's intellectual property without our prior consent.

VII. PRIVACY

We respect the privacy of our Users and may process personal information about our Users in accordance with the applicable law on protection of personal information and the Privacy Policy available at: <https://www.vladam.ai/privacy-policy>

VIII. THIRD-PARTY WEBSITES

Our website may contain links to third-party websites or services that are not owned or controlled by us and we have no control over and assume no responsibility for, the content, privacy policies, or practices of any such third-party websites or services. You further acknowledge and agree that we shall not be responsible nor liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use, inability to use, or reliance on any such third-party content, goods or services.

IX. LIMITATION OF LIABILITY

We exclude all liability for performance of any trading strategies, accessibility or accuracy of any third-party exchanges to which we connect via APIs or inability to execute orders due to the problems with third-party exchanges.

IN ANY CASE, THE MAXIMUM LIABILITY OF THE COMPANY TO YOU SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES.

X. SUPPORT

We answer questions and undertake to solve any reasonable issues of our Users reported to us.

XI. SERVICE FEES

The non-corporate User pays a monthly subscription fee (performance rate) in the amount of 20% of the Net Trading Revenue ("NTR") subject to a high-water mark. If NTR is negative from the previous month, this negative NTR is subtracted from the monthly NTR calculation before the performance rate is calculated. Net trading revenue shall equal gross trading revenue less all applicable trading fees. Gross trading revenue shall be revenue from all executed trades.

The corporate User pays a quarterly subscription fee (performance rate).

All Users may be awarded certain discounts based on vouchers for a limited period of time.

All payments will be effected in Serbian currency – dinar (RSD). The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Serbian dinar according to the current exchange rate of the Serbian National Bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site.

XII. APPLICABLE LAW AND JURISDICTION

These Terms shall exclusively be governed and interpreted in accordance with the laws of the Republic of Serbia. Any dispute with a User arising or resulting from these Terms shall be exclusively submitted to the Commercial Court in Belgrade.

XIII. MODIFICATION OF TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

If you continue to use the Services after any such modification we will assume that you have accepted the modified Terms.

XIV. MISCELLANEOUS

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

In case of force-majeure the Company may suspend or cancel the Services and shall not be liable to the User for any failure, hindrance or delay in performing its obligations under this agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control.

You agree to keep confidential and not to disclose to any third party any confidential information given by the Company under this agreement including without limitation all the communication, documentation or other information, both during the term of this agreement as well as after its termination.

The User shall not be entitled to assign or transfer any of his/her rights or obligations under this agreement.

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

In case it is required to return the funds of the collected funds to the customer, in full or partially, regardless of the reason for the return, the Company shall return the funds exclusively through VISA, EC/MC and Maestro method of payment, which means that the Chip Card/Bank will refund requested amount to the customer's account, following a request of the Company / Merchant.

This agreement shall constitute the entire agreement between the Company and the User.

XV. CONTACT INFO

If you have any questions about the Terms, you can contact us at:

Legal name: VizLore Digital Asset Management DOO Novi Sad

RN: 21602574 TIN: 112075027

Address: Brace Ribnikar 56/208, Novi Sad, Serbia

Contact Email: info@vladam.ai

Contact Phone: +381640272551

Web address: <https://vladam.ai>

Activity: Other financial services, except insurance and pension funding

Activity code: 6499

Effective as of 01.06.2021.