

Terms and Conditions

Please read this document carefully before using our products.

Please note that by using our Products and Services or placing an order, you are agreeing to our terms, and concluding a contract with us.

Definitions and interpretations

We can be identified under the brand name or other application`s components names such as "Vestinda" / "Vestinda App" - in this whole document we will refer to us under the name of "Organization", "Seller", "Firm" or "Company".

We are a Company that offers its Items through the Application located at <https://www.vestinda.com/> and all the subdomains including <https://app.vestinda.com> ("The Application"/ " The App").

The website www.vestinda.com describes our Items which are offered through the Application (hereinafter collectively referred to as "Site").

All the tools made available to our users or customers, including the Site, the media, any articles online, and the social media pages, but not limited to Facebook, Instagram, LinkedIn, Twitter, Discord, or any other media or tools that connect you to our items have as purpose making the application available to our customers (hereinafter referred to as "Media" or "Platform").

References to the following words shall have the meanings set out below:

User	The person accessing the Site / the App / Platform, with private or professional purposes, who accepted these terms, looking for/is interested in one of our items or who is testing the App is called User .
Customer / Buyer	When placing an order on our Site or App the User becomes our client or buyer because he/she enters a commercial relationship with us (" Customer " / " Buyer ").
Order	means an order placed by the Customer through the App through which the Customer expresses its commitment to purchase one or more Items, under the conditions provided in this document and / or agreed with the Seller through a means of distance communication.

Contract Agreement	/ means the agreement between the parties - Seller and Customer – remote, in the App regarding the sale or purchase of one or more Items, by launching an Order by the Customer and only after accepting it by the Seller, expressly, in addition to the automatic technical takeover of the online order, in compliance with legal provisions and these terms and the conditions. To remove any doubt, any contractual relationship between us, the Company, and a User who tests the Application and/or creates an account on the App is also considered a Contract, therefore any tester is subject to the terms and conditions of this document. This contract is concluded in Romanian language and is <u>governed by Romanian law</u> . Should any discrepancies arise between Romanian and English provisions, the provisions in <u>Romanian language</u> will apply with priority.
Transaction / Payment	means the payment operation performed by the Customer, respectively the collection by the Seller, of a sum of money because of the sale by the Seller, respectively the purchase by the Customer, of one or more Items.
The App / Application(s)	A Web and mobile software application developed and owned by us that interacts with the Exchanges (including receives information about your transactions on such Exchanges), API Keys of which you have entered to the Application(s).
Platform	All the tools made available to our customers, including the Site, the media / social media pages, but not limited to Facebook, Instagram, LinkedIn, Twitter, Discord, or any other media or tools which connect you to our items have as purpose making the application available to our customers.
Affiliates / Partners	Any entity to which VESTINDA SRL enter a contractual relationship for the purpose of delivering, promoting, selling Vestinda Products and Services to final users (e.g., but not limited to suppliers, subcontractors, collaborators etc.)
Account	an identifier for the User created and used to access our Items, Applications and Data.

API Key	a code that allows your Account to interact directly with your account(s) on the Exchange(s), including, but not limited to, place and cancel trading orders, set, and cancel alerts, receive information on your account balance and trading activity, as preselected by you on the relevant Exchange s API setup.
Trading Strategy / Strategy	A method of buying and selling in markets that is based on predefined rules used to make trading decisions. A Strategy from Vestinda relies on algorithms and technical analysis, it is validated by experts on historical data and constantly updated according to market conditions.
Trading Strategy Creator	The user who creates a Trading Strategy.
Beta Version	apps, software, features, functionalities, interfaces, services, APIs, or any other components that are still in active development mode and not fully validated by the clients.
Beta Tester	any user using the App while in Beta Version
Exchange	an external venue you are registered in that you use for trading cryptocurrencies.
Exchange Account	Your account created at the Exchange that you will be connecting to Vestinda.
Client Data	any data obtained by us via the Applications about your transactions on the Exchanges (including, but not limited to, your account balance, trading activity, and account history, if applicable) and delivered to you through the Items.
Processed Data	any Public Data analyzed and compared by us and delivered to you through the Items in the processed form. The Processed Data is owned by us.
Public Data	any market data, prices, information on transactions and other data obtained by us from public sources, including exchanges, and other sources and delivered to you through the Items.

Data	includes Public Data, Client Data and Processed Data.
Fees	fees payable by you to us for the use of the Website, Items, Applications and Data
Subscription	a subscription selected by you in connection with the purchase and the rights of the use of the Items and Data. A Subscription can contain multiple Subscription Items.
Subscription Items	Any product or service you purchase and use on the Website and in the Application. It comes bundled with your payment.
Items	Any product or service available for purchase and use on our Website and in the Application. It also means all functionalities and features provided by us to you now or in the future via the Website and/or Applications under the terms of this Agreement. Including but not limited to portfolio tracking, trading analytics, trading strategies, strategy builder, demo trading, live trading, backtesting, market surveys, cryptocurrency trading, holding cryptocurrency portfolio, staking crypto, auto-invest, etc.
Subscription Plan	The pricing plans offered in the Application that allow users to use the Items based on different tiers, with different limits and functionalities. Subscription plans are available in the Application and may be updated by us at any time.

This document establishes the terms and conditions applicable to the relationships that arise between our Company and each Customer who uses the App / Site to place an Order, during or after placing the Order.

Also, this document may apply to the relationship between the Company and any User of the App such as, but not limited to, any Beta Tester of the App.

Information published on the Site or the App is general information about us, information about Items sold by us, and other information considered to be of interest to Users. Information is made available to Users for free. Our company is the owner of all intellectual property rights of the website, its design, and its content. The User is obliged to comply with all intellectual property

rights of us, under the laws in force. The User agrees to access and use this site for purposes and in ways that do not constitute misuse.

The Company reserves the right to modify and prohibit access to or temporarily or permanently block any part of this Site/App or any information contained therein, without assuming the obligation to notify Users. These changes will take effect upon their publication on this Site.

The user agrees to receive notifications, pop-ups, or in any form, regarding the launch of new versions of the application or any other information, The Company needs to send.

User Account Registration

To access the Items, you must first register an Account in the Application and follow the present Agreement.

By creating an Account you agree to:

- a) these Terms;
- b) create a strong password;
- c) provide accurate and truthful information;
- d) maintain and promptly update your information;
- e) maintain the security of your account by protecting your password restricting access to third parties; and
- f) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted by law.

Any natural person with full active legal capacity in their country or any legal person may apply for an Account. You must provide your real name and full personal and/or company registration information. All information you provide upon registration must be accurate, complete, and up to date. You may not provide any false information or create an Account for anyone other than yourself without respective authorization. The representative of a legal person making the Account on behalf of the legal person must ensure that they have all the necessary rights and powers to do that. To verify your Account, we may request additional verification information, such as a copy/scan of your passport, ID card, driver's license, utility bills, and payment method details. We reserve the right to accept or reject your Account registration request without additional explanation. Registering an Account implies total acceptance of all our policies, including these terms and conditions.

You are entirely responsible for maintaining the confidentiality of the information you hold for your Account, including your password, and for any activity that occurs under your Account

because you failed to keep this information secure and confidential. You must notify us immediately, in case of any unauthorized use of your Account.

You may not transfer your Account to anyone without our explicit written permission and you may not use anyone else's Account or password at any time without the express permission and consent of the holder of that Account.

In case we find at our sole discretion that there is a threat that you are engaging in any suspicious activity, you have provided inaccurate or incomplete information during the registration process or thereafter, you have violated the Agreement or it is necessary for security reasons, we may temporarily suspend your Account until the cause for suspending your Account has been eliminated; or if that cannot be eliminated or you refuse or fail to eliminate it, terminate the Agreement and block your Account. For security reasons, we may in addition block your access to the entire Application. You agree that we will not be liable to you or any third party for termination of your access to your Account and/or the Website because of any violation of the Agreement by you.

In the event of your death or another significant incapacity, the executor of your estate or your legal successor(s) will have to provide us with several documents such as your death certificate and will. The executor will need to provide proof of their role along with a government-issued photo ID. Other documents may also be required.

You will implement reasonable and appropriate measures designed to secure access to

- a) any device associated with the email address associated with your account
- b) private keys are required to access any relevant cryptocurrency address
- c) your username, password, and any other login or identifying credentials or any other dealing with Vestinda account, services, website, online platform, or mobile application.

In case you suspect a security breach in any of the above-mentioned cases, you will inform us immediately so we can take all required measures to secure your account, the Application, and systems.

If you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

Trial account

Following the successful registration of the Account, you will be provided with a limited use, free trial to use the Items for 7 days unless a longer period has been granted by us (“Trial”).

The Trial is subject to our approval and starts once approved.

The limitations of the Trial are established entirely at our discretion and may be altered at any time. The Trial is offered once and only upon your first Account registration (i.e., the Trial is not provided upon any subsequent registration by you or your affiliates).

Any attempt to create different accounts for the same person to benefit from the Trial multiple times represents a violation of this Agreement and automatically attracts account termination.

We may terminate your use of the Trial and products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you, and without any liability or further obligation of any kind whatsoever to you or any other party.

Subscription plan, subscriptions, subscription items, fees, orders, and payment terms

Subscription Plan. Following the completion of the Trial, we will limit your access to Items and Data until and unless you purchase one of the Subscription Plans. The limitations are established entirely at our discretion and may be altered at any time. The continued access to the Items and Data will be provided under the terms of the relevant Subscription Plan purchased by you.

When registering for the Items, you can choose between different subscription plans (e.g.: Explorer, Pro, Expert). There are several types of other fees that a User can pay, like fees on a Strategy in the Library, fees for extra features/add-ons, performance fees, and others.

Fees. You will pay us the price (Fees) before each subscription term as specified in your Subscription Plan via the means of payment available in the Application. You irrevocably authorize us to charge the Fees from your credit card if such a payment method is made available in the Application and has been selected by you.

Items purchased from us may not be resold or distributed for commercial purposes, they are intended for personal use.

We have the right to update the Fees of the Items at any time, and such an update will replace any previously displayed prices for those Items.

The price and payment method are specified in each Order. The selling price of the Items is the one in force at the time of placing the Order, it is expressed in USD.

Fees are non-refundable. You hereby irrevocably waive your right to a refund on Fees paid to us both during and after the expiration of the Agreement.

Please note that most of our Items represent Items for which the law does not oblige us to offer a right of withdrawal and, implicitly, nor the return of the Fees already paid as a result of the Transaction. Our Items represent digital tools (access based on username and password) for which you expressly agree that the amounts paid will not be refunded.

We may provide updates and/or add-ons to the Items (Addons) as they become available. You hereby acknowledge that additional Fees may be charged for the use of the Addons, as determined by us if you decide to purchase such Addons. The Fees for Addons shall be made available in the Application.

Orders. Every time you order Items (products, services) from us, the terms in force at the time of your order will apply to the contract between you and us.

Our online ordering process requires you to register with a customer Account. Please take the time to read and check your data and your order on each page of the order process. After you place an order, you may receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted.

We will confirm our acceptance of the order after receiving the payment by sending you an e-mail that confirms that the Items have been added to your Account.

When you provide us with your credit or debit card details, please confirm that you are either the cardholder or have the cardholder's permission to use the card to order from us, and you also confirm the transfer of personal data to submit the Order for the purchase of the desired Items.

When registering an Order, the Customer implicitly agrees to the way VESTINDA SRL will send them the details related to the order (notifications) - by e-mail. Currently, **we do not accept the placement of Orders outside the Application (such as through social media, by phone, or by e-mail).**

We may cancel an Order placed without incurring any liability on our part in the following cases:

- we reserve the right to restrict access to the App or the processing of an Order if, in our reasonable opinion, there are suspicions of fraud, if this is such behavior that may harm our interests or of our Affiliates / Partners, or if you misuse the App / The Site;
- the online payment processor we work with does not validate or invalidate the transaction (e.g.: there are insufficient funds or for other reasons, according to the processor's policy);
- the bank does not accept the Transaction;
- the data provided for payment is incomplete or incorrect;
- any of the terms and conditions of this document have not been followed exactly;

Any promotions presented will also be subject to the terms and conditions applicable to that campaign or promotion. If no duration is indicated for the promotions, they will be valid within the limits of availability.

Our Items. All information used to describe the Items (including, but not limited to, static or dynamic images, descriptive text, graphic or video presentations) does not impose any obligation on Vestinda's behalf, these having exclusively the role of presentation and information.

Items are protected by copyright. The trade names, trademarks, copyrights, and any other intellectual property rights relating to Items are and will remain our exclusive property. The Customer will have no rights or claims regarding them.

We inform you that to make an online payment possible we collaborate with an outsourced payment processor, which acts as a separate entity (third party). In the case of online payments, we are not and cannot be held responsible for any other costs in addition to the price of the Item purchased including, but not limited to, bank transfer or currency conversion fees charged by the bank if the currency of the card differs from the currency in which the sale is made.

Items and Account functionalities

The Application provides you with tools that allow you to manage your holdings across the Exchange Accounts, including but not limited to the following:

Portfolio Tracker. An intuitive and simple tool that lets you track your crypto investments across multiple exchanges. Vestinda provides you with a well-rounded view of your assets with data-driven visualizations and a dashboard capable of displaying all your holdings.

Trading Strategy Builder. A no-code environment where users can create algorithmic trading systems in a simple interface, using drag and drop, and/or setting different parameters.

Backtesting. An engine for simulating a trading strategy on the historical price action of a given market. It involves replaying historical price action so that you can trade the strategy as though it is a live market. It offers statistics on how the Trading Strategy

Paper Trading. A tool that allows users to buy and sell into the markets in simulation mode. A Trading Strategy can be used in Paper Trading or Demo mode according to the current Terms. It intends to replicate real-world market conditions without putting capital at risk.

Live Trading. Allows users to automate a Trading Strategy in any of the connected Exchange Accounts that are available in the Application.

Strategy Library (or Library). A place where users can purchase and use ready-made strategies created by experts. Trading Strategies available in the Strategy Library can be free of charge or can have a price associated. The extra Fees are on top of the Subscription Plan and are defined by the Creator. A Trading Strategy from the Strategy Library does not show users the actual rules that it follows to trade the markets. It does however show relevant statistics and how the Strategy would have performed over historical price action.

Strategy Templates. Available strategies that users can employ to automate trading in the Application. Strategy Templates are trading strategies that show the rules used to trade the markets and are open to being used and modified by any user.

Blog. Information and news on the general markets, trading, investment, technology, protocols, etc.

DISCLAIMER OF WARRANTIES AND RISKS. LIABILITY AND LIMITATIONS.

WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) CONCERNING THE SERVICES WE PROVIDE / PRODUCTS ON THE APP, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES ARISING OUT OF ANY COURSE OF TRANSACTIONS OR TRADE USAGE. **WE DO NOT WARRANT** THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, OR ERROR FREE, OR THAT ANY CONTENT OR PRODUCT WILL BE SECURE OR NOT LOST / ALTERED / HACKED / INCLUDING TECHNICAL BUGS(ERRORS) / STOLEN, EITHER CAUSED BY THE APP OR BY 3RD PARTIES. THIS INCLUDES BUT IS NOT LIMITED TO, TECHNICAL MALFUNCTIONS OF THE STRATEGIES (OCCURRED IN THE APP OR AT 3RD PARTIES/AFFILIATES/PARTNERS) THAT CAUSE IMPROPER AUTOMATION OR EVEN FINANCIAL LOSS.

NEITHER WE NOR OUR AFFILIATES OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, SUCH AS DAMAGES FOR LOSS OF PROFITS /

FINANCIAL LOSS / GOODWILL / USE / DATA / ANY OTHER LOSSES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER THESE TERMS, IN ANY CASE, OUR AGREGATE LIABILITY SHALL NOT EXCEED **THE AMOUNT YOU PAID AT ONCE FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 6 (six) MONTHS BEFORE THE LIABILITY AROSE.**

FOR THE REMOVAL OF ANY DOUBT, WHILE OUR ONGOING GOAL IS PROCESSING DATA SECURELY AND FOLLOWING ALL LEGAL REQUIREMENTS, NEITHER WE NOR OUR AFFILIATES OR LICENSORS SHALL BE LIABLE FOR ANY DAMAGES CAUSED BY STOLEN DATA FROM THE PLATFORM, ANY OTHER HACKERS' ACTIONS, SECURITY BREACHES IN THE PLATFORM OR ANY OTHER TECHNICAL OR HUMAN ERRORS.

THIS SECTION'S LIMITATIONS APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Our obligation is not for results (Obligation of diligence), which means that we will make every effort to deliver the Products and/or services but we cannot guarantee their execution or their guarantee to a certain result, and you agree with this.

You understand that Digital Assets, Trading Strategies, Applications, blockchain technology, and other associated and related technologies are new, maybe untested, and outside Vestinda's exclusive control. You understand that adverse changes in the market or technology will excuse Vestinda's performance under these Terms.

Vestinda is a software company that provides software products in the Application.

At no point, does Vestinda provide any investment, legal, or tax advice. Vestinda does not consider your circumstances (among which, are your financial situation and investment objectives).

If you wish to receive such advice or considerations, it is your responsibility to seek independent, professional advice.

The use of our Items is only suitable for Users who fully understand the risks involved in such use. This, inter alia, implies that you understand the price volatility in the cryptocurrency market and the potential loss in trading crypto. You acknowledge and guarantee that you shall only put in money that you can afford to lose.

A Trading Strategy from the Strategy Library is an unregulated and unlicensed service and does not constitute any financial and/or investment product, and any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not investment advice and/or investment recommendation and shall not be understood and interpreted as such. Any such content provided by Vestinda, or Creator in the Application shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or an investment recommendation. A Trading Strategy is not a security and/or a financial instrument. Vestinda gives no guarantees as to the future profitability of any of the Trading Strategies and explicitly warns users that there is no reason to believe that using Trading Strategies from the Strategy Library will increase the value of invested assets.

Any third party that gains access to a User's login credentials for the Website or the Application, or who gains access to the user's API keys, may be able to trade with the User's Digital Assets. To minimize this risk, the User should guard against unauthorized access to their electronic devices using due diligence, especially the most technologically advanced security devices, up-to-date anti-malware software, and any other means necessary to protect their data connected to their login credentials as well as to the software they use to connect to and use the Website or the Application. Vestinda provides advanced security techniques. Users' login credentials are their sole responsibility. Vestinda shall not be held responsible for any unauthorized access to a User's devices or any unauthorized access to a User's login credentials. Therefore, Vestinda shall not be held responsible for any damage or loss resulting from such actions.

Hackers or other groups or organizations may attempt to interfere with your Vestinda account or third-party Exchange Account, the Application, the Website, or the availability of Digital Assets, Trading Strategies in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks.

There is a risk that the Platform and Trading Strategies may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of invested funds in Trading Strategies and/or Digital Assets.

Due to low liquidity on Exchanges for specific assets, Trading Strategies may not work as expected or may incur a substantial loss.

As per the high volatility of the value of Digital Assets, their value might fluctuate unfavorably, which may consequently affect the value of the investments in Trading Strategies that are trading

to those Digital Assets. There may also be other reasons, not related to the value of the Digital Assets that Trading Strategies are trading, that can cause unfavorable fluctuations in the value of an investment in Trading Strategies.

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Vestinda cannot foresee, and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

Vestinda does not request from its Customers by any means of communication (e-mail/telephone/SMS etc.) information regarding confidential data such as accounts/bank cards or personal passwords. This kind of information such as card numbers is requested by the payment processor only at the time of online payment.

You agree to indemnify us against any breach by you of these terms and any claim or claim made against VESTINDA SRL by any third party, including and without limitation any actions, damages, costs, or expenses, because of the breach of these terms.

The use of the App/Site is at your own risk. The App/the Platform/the Products/any strategies/any services/any information on the Site or App is provided on an "as is basis", following our brand philosophy, **without warranty of any kind**. The Items sold through the App

meet the legal requirements and the Company makes every effort to provide high-quality/performant/tech Items, following our values.

By entering this App/Site you acknowledge and agree that your use is at your own risk and that this site, its owners, representatives, employees, or any of the parties involved in creating, producing, or delivering this Site / App are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind which may arise, in any connection with the access to, the use of, or browsing of this App/Site or in connection with any content, information, data, promotions, activities, associated with this App/Site, or in connection with your downloading of any materials, text, data, images, video or audio. Nevertheless, nothing in these terms shall affect your statutory rights as a Consumer.

If we fail to insist that you perform any of your obligations under these terms, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Force Majeure

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under a contract that is caused by a force majeure event. Force majeure is an "event outside our control" or an *unpredictable event, beyond the control of the parties which cannot be avoided*. An "event outside our control" means any act or event beyond our reasonable control, including without limitation strikes, lockouts, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disasters, or failure of public or private telecommunications networks. If an event outside our control takes place that affects the performance of our obligations under a contract, we will contact you as soon as reasonably possible to notify you. Our obligations under a contract will be suspended and the time for the performance of our obligations will be extended for the duration of the event outside our control.

Notifications

You will generally find us at the e-mail address contact@vestinda.com for any questions or concerns regarding the Items, and we will respond to you as soon as possible but we will certainly be within a maximum of **30 days** to respond to you / resolve the reported situation.

Other important terms.

This document represents a legal contract concluded at a distance, accepted by simply ticking it

using the App/Site or buying Vestinda`s Items.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

We will all try to resolve amicably any disputes or misunderstandings that may arise. To the extent that an amicable settlement will not be possible, disputes will be settled by the **Romanian courts from the VESTINDA SRL headquarters.**

We may change this document at certain intervals. Therefore, we recommend that you access this page each time you access/place your Order to read the latest version.

Last edit: 01.12.2023

*Aspects of privacy and the processing of personal data related to the use, in any form, of the App / Site are governed by the **privacy policy/information note ("Privacy Policy")**, within this Site, in addition to these Terms and Conditions.*

Company details

Name	VESTINDA SRL
Headquarters	VOLUNTARI, GEORGE BACOVIA STREET, J3, COUNTY ILFOV ROMANIA
Tax registration code	46768725
Registration number at the Trade Register	J23/5970/2022
E-mail	contact@vestinda.com
Phone	+40 745 591142
Website	www.vestinda.com
Application	https://app.vestinda.com/ and/or any other existing or future subdomains of vestinda.com