

Devexa User Terms of Use

These Terms of Use (“Terms”) constitute an agreement between **Devexperts Solutions IE Limited** (“**Devexperts**”, “**We**”) and the individual (“**You**”, “**User**”) accessing Devexa solutions. Please review it carefully. By accepting these Terms, You confirm You have read, understood and accepted its contents. If You don’t accept these Terms, unfortunately, We won’t be able to communicate with You via Devexa and provide any Devexperts Services to You.

Please note if You do not accept these Terms, you have no right to use any Devexa services and solutions and We and the Content Provider will not provide any Devexperts Services and Content to You.

As used in these Terms, "**Devexperts Solutions IE Limited**" means Devexperts Solutions IE Limited, registered at: Trinity House, Charleston Road, Ranelagh, Dublin 6, Ireland D06C8X4.

Definitions

The following terms shall have the meanings specified below:

Access means admission to the part of Devexa interface via credentials.

Devexa is a software-as-a-service solution provided by Devexperts and operated by the Content Provider.

Content Provider is a financial or other company, who is a partner of Devexperts, that uses Devexa to provide its own Services to You under the applicable contracts.

Channel means a messenger, an API, or a voice assistant operated directly by Content Provider or through the use of third-party services where Devexa may be integrated by the Content Provider.

Devexperts Services means the provision of the right to the User to have the Access to Devexa and provide other services as agreed with the Content Provider.

Content means any services and information that Content Provider renders to Users through Devexa through Platform or Channel.

Platform means the Content Provider’s desktop, mobile, or web trading platform through which the Content Provider provides Content to Users under the applicable agreement.

User or **You** is an end user, which obtains Content from the Content Provider via Devexa.

Personal Data / Personal Information means personal data within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (The General Data Protection Regulation – GDPR).

Devexa Usage

Devexa talks to User through the Channels or the Platform. In order to use Devexa User should have an account in Channel or Platform as agreed between the User and the Content Provider. Registration and use of a Channel/Platform account is a subject to the rules and policies of the Content Provider and/or the applicable Channel owner. You may use the Devexa for the sole purpose of interacting via the applicable messenger with the Content Providers to receive Content and Devexperts Services. The scope of Devexa functionality and Devexperts Services is determined between the Content Provider and Devexperts.

Please note that Internet is essential for Devexa access.

Rights and Obligations

User’s Obligations

Hereby Devexperts grants to the User Access to the interface of Devexa to communicate with Devexa, request and receive Devexperts Services and Content. Among other things, while using Devexa User may not:

1. Issue communications which are prohibited by the applicable law;
2. Use Devexa for any illegal purposes;
3. Work around any technical limitations of the Devexa;
4. Decompile or disassemble Devexa, separate into its component parts or in any way attempt to reverse engineer Devexa;
5. Remove any product identification trademark, copyright, confidentiality, proprietary or other notice, link, contained on or within Devexa;
6. Modify, create any derivative works or otherwise alter the Devexa;

7. Use the Devexa in any way prohibited by law, regulation, governmental order or decree;
8. Use Devexa to:
 - a. defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - b. engage in activity that is false or misleading or that is harmful to you, others (including children), or the Devexa (e.g., transmitting viruses, communicating hate speech, or advocating violence against others);
 - c. share inappropriate content, advertising, spam, spyware or malware;
 - d. gain (or attempt to gain) unauthorized access to any service, data, account or network by any means.
9. Use Devexa anywhere other than the Channel/Platform where Devexperts has made it available, unless the Devexperts has explicitly enabled such uses;
10. Knowingly permit or encourage any third party to do any of the foregoing.

Applicable Content Providers may enlarge the list of the prohibited use of Devexa.

Communications

By accepting these Terms, You give a consent to receive communications from Devexa and Devexperts electronically and agree that all notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

All dialogs with You in Devexa shall be saved by Devexperts to improve Devexa functionality and Devexperts Services provision. Such communications may also be anonymized to be further included in reports combining Your and other Users inquiries for statistical purposes. You also grant to Devexperts the right to use any content that You submit via the Devexa as necessary for Content Providers to provide the Services to You.

Devexperts Obligations

Devexperts will (a) use commercially reasonable efforts to make the Devexperts Services and Devexa available to You pursuant to these Terms and Your inquiries, (b) provide applicable Devexperts standard support and update for Devexa at no additional charge, (c) provide the Services in accordance with laws and government regulations applicable to the provision of Devexa and Devexperts Services, and subject to User's use of Devexa and Devexa Services in accordance with these Terms, - except for: (i) planned downtime (of which Devexperts shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Devexperts' reasonable control, including, but not limited to, an act of God, actions of third parties (including suppliers, governments or supra-national authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detainments of any competent authority, epidemic, fire, explosion, storm, flood, drought, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including without limitation electrical, telecoms or general Internet failure), shortage of or inability to obtain materials, equipment or transportation.

Privacy Policy

Devexa performance and Services provision by Devexperts is tightly connected with collection and processing of Your Personal Data. Your Content Provider remains Your controller for the personal data processing where Devexperts and its affiliates act solely as processor based on the instructions provided by the Content Provider. Devexperts assumes no responsibility for processing of Your Personal Data in the Platform or the applicable Channel unless they are within the stated instructions.

In case of any requests or claims regarding Your Personal Data processing, please address Your Content Provider.

Intellectual Property Rights

You hereby acknowledge and agree that Devexperts owns all intellectual property rights and other proprietary rights, including, without limitation, rights to file for patents for inventions, designs, copyrights, copyrightable works, logos, and all goodwill associated with the foregoing, trade secrets, technical information, software programming information or any other confidential and proprietary information and all other right, title and interest (including any renewals or extensions thereof, and the right to sue for past, present and future

infringement thereof) in Devexperts Services and Devexa. You agree that You do not acquire any ownership rights in any protected content.

All Content, such as text, graphics, logos, images, market data as well as the compilation thereof is the property of the applicable Content Provider or the Content Provider has necessary intellectual property rights to use it.

Disclaimer

When You address financial matters via Devexa or receive Content provision through Devexa, although We have taken very careful approach to provide You with the Devexperts Services of high quality, Devexperts accepts no responsibility for the accuracy of any information contained therein or for any action taken in reliance thereon by any party and does not guarantee any results regarding Your earnings, business profit, marketing performance, clients' pool growth or results of any kind. Any information shared with You via Devexa presents only Content created or provided by the Content Provider. We offer no professional legal or financial advice.

USE OF THE CONTENT AND dEVEXA IS AT USER'S OWN RISK. DEVEXA IS PROVIDED "AS IS". DEVEXPERTS DOES NOT GUARANTEE THAT DEVEXA WILL BE ERROR-FREE OR WORK WITH NO INTERRUPTIONS, OR THAT DEVEXPERTS WILL CORRECT ALL DEVEXA ERRORS. YOU ACKNOWLEDGE THAT DEVEXPERTS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DEVEXPERTS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Please keep in mind that Devexa performance is closely connected with the applicable Platform/Channel functionality and Internet connectivity, so We do not guarantee Your Devexa usage as it may be impeded by third parties providers.

Devexperts does not take any responsibility with respect to Content and Platform/Channel, has no control over them and shall be held harmless by User against any claim arising out of or in connections to the Content and Platform/Channel.

Links to Third Party Sites

The Contain may contain links to other websites ("Third Party Sites"). The Third Party Sites are not under the control of Devexperts and it is not responsible for the content of any such sites and their data processing policies. Devexperts provides such links to You only as a convenience, and the inclusion of any link does not imply endorsement Devexperts of the site or any association with its operators.

Indemnification and Liability Limitation

Devexperts shall indemnify, defend and hold the User harmless from any and all actions, claims, demands, liabilities and damages to the extent arising out of or in connection with any claim that the Devexa and Devexperts Services provided by Devexperts via Devexa infringe intellectual property rights of any third party. You agree to indemnify, defend and hold harmless Devexperts, its officers, directors, employees, shareholders, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees and court costs) relating to or arising out of Your use of or inability to use Devexa or Devexperts Services, Your communication via Devexa, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

Devexperts' total liability in respect of any and all claims arising from or related to the Devexa and Devexperts Services, in contract, tort, or otherwise, will be limited to the lesser of (i) actual damages incurred and proved by User as a direct result of Devexperts' act or omission or (ii) hundred (100) USD.

Services Suspension or Termination

We should warn You beforehand that We may have to immediately suspend or terminate Devexa and Devexperts Services provision to You in case We:

- reasonably determine that continued provision of Devexa and Devexperts Services will contravene any local, state, national or international law or regulation;
- reasonably determine that such action is necessary to prevent or protect against fraud, or otherwise protect Devexa and Devexperts Services from abuse or degradation or to protect its personnel or other Users;

- are unable to secure the necessary services, equipment, or facilities to continue to provide You with Devexa and Devexperts Services;
- have to act upon the internal regulations or request of the applicable third party providers including the Content Provider and Channel administration;
- determine that Your activities/omission violate the provisions of these Terms or usage procedure specified by the applicable Content Provider and Channel regulations.

You are also empowered to stop using Devexa or Devexperts Services at any time. For this purpose You just need to delete Devexa from Your messenger or make applicable arrangement with Your Content Provider.

Governing Law and Dispute Resolution

You agree that these Terms and Your use of Devexa or Devexperts Services are governed by English law.

In case of any dispute, controversy or claim (a “Dispute”) arising out of or in connection with these Terms, including in relation to their performance, breach, termination or invalidity, User and Devexperts shall try to settle it by the means of negotiation. If negotiation doesn’t lead to compromise and successful dispute resolution between the parties, Devexperts and User acknowledge the exclusive jurisdiction of LCIA (London Court of International Arbitration). The place of arbitration shall be in London at LCIA. All disputes arising out of or in connection with these Terms shall be finally settled under LCIA Arbitration Rules. The terms of the LCIA Arbitration Rules are considered as incorporated in these Terms. The arbitration court decision is considered as final and shall not be subject of appeal. The number of arbitrators is 1 designed by joint decision of the parties. The language to be used in the arbitral proceedings shall be English.

Entire Agreement

These Terms constitute the entire agreement between You and Devexperts and governs Your use of Devexa and Devexperts Services, superseding any prior agreements between You and Devexperts (including, but not limited to, any prior versions of these Terms).

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Changes

We reserve the right to change these Terms from time to time as a result of changes required by third party providers, governmental authority, law, regulatory rules or valid subpoena, other administrative or legal process or court order.

Contact Us

In case of any questions feel free to contact us at devexperts.com.