TERMS OF USE

1. INTRODUCTION

- 1.1. These Terms of Use ("Terms"), including the Privacy Policy and the Cookies Policy, govern the relationships between J.Labs OOD, a company registered with the Bulgarian Commercial Register at the Registry Agency, with unified identification code 206970829, with seat and registered office: Sofia 1766, 251E Okolovrasten pat Str., "Ring Tower", fl. 15, hereinafter referred to as "Supplier" and the Users with respect to the use of the Services. The Supplier is registered with the Bulgarian Value Added Tax Act, with registration number BG206970829.
- 1.2. You are not permitted to use the Services without accepting these Terms. Prior to using the Services, You should also read our Privacy Policy and our Cookies Policy which are available on the Website and are incorporated by reference into these Terms.
- 1.3. These Terms contain very important information regarding Your rights and obligations, as well as the conditions, exclusions, and limitations applicable to the Platform. Please read these Terms carefully before accessing or using the Services.

2. DEFINITIONS

Unless the context otherwise requires, the following terms used in these Terms shall have the following meaning:

- 2.1. **Account**: an account on the Platform created by the User which is limited for use by the User via the Login Credentials;
- 2.2. **API Key:** an application programming interface key (API key) is a unique identifier used to authenticate a user to an application programming interface;
- 2.3. **crypto-asset(s)**: means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology;
- 2.4. **Bot**: has the meaning ascribed to such term under clause 4.1;
- 2.5. **Exchange**: means a crypto-assets exchange which is indicated on the Platform and to which the Bots can be connected;
- 2.6. **Login Credentials**: User's email address, password and other registration details required to create and access the User's Account;
- 2.7. **Party or Parties:** User and Supplier referred to individually or jointly as counterparties to these Terms:

- 2.8. **Platform**: the web-based application available at <u>trader.junglebot.app</u>, which enables Users to use the Bots for automating the Users' trade in crypto-assets on certain Exchanges.
- 2.9. **Services**: the Software, the Platform and the Website:
- 2.10. **Software**: the software, available through the Platform, consisting of Bot(s) which Users can use to automate the Users' trade in crypto-assets on certain Exchanges;
- 2.11. **Subscription**: has the meaning ascribed to such term under clause 6.1;
- 2.12. **Supplier, We or Us**: J.Labs OOD, a company registered with the Bulgarian Commercial Register at the Registry Agency, with unified identification code 206970829, with seat and registered officer at: Sofia 1766, 251E Okolovrasten pat Str., "Ring Tower", fl. 15;
- 2.13. **Terms**: these Terms of Use, as amended from time to time;
- 2.14. **User, You or Your**: customers making use of the Services;
- 2.15. **Website**: the website available at www.junglebot.app, which provides general information about the type of services and subscriptions offered by the Supplier.

3. REGISTRATION AND ACCOUNT

- 3.1. In order to use the Platform, You must first create an Account and accept these Terms. You cannot use the Platform unless You have created an Account and accepted these Terms.
- 3.2. To begin the registration process, please use the "SingUp" function on the Platform. You will be directed to a form for creating your Account. To create an Account, you will be asked to provide certain registration details, which may include your full name, email address, your actual country of residence, and other information.
- 3.3. When creating your Account, a dialog box with these Terms will appear. By clicking the "*I Agree with these Terms*" button, you make an electronic declaration stating that you have read these Terms, accept them, and agree to comply with them. At the end of these Terms, you will find a hyperlink that directs you to the full Terms. You can download a copy of the Terms in PDF format to save on your device and/or print a hard copy.
- 3.4. After completing the main account creation process and all associated steps, you will be able to find these Terms in the main menu of your account.
- 3.5. When creating an Account, you must provide complete, accurate, and non-misleading information. You declare that you have full rights to the email address you provide to us and that you bear personal responsibility for using such an email address for the purpose of creating and using the

- Account. You are solely and fully responsible for the accuracy of the information in your Account and agree to keep your Account updated if any of the information you have provided changes.
- 3.6. You agree to use the Account solely for Yourself and not on behalf of or for the benefit of another person. We are not responsible if another person uses your Account without your permission.
- 3.7. You agree not to disclose your Login Credentials to any third parties and you will keep them strictly confidential at all times. You are solely responsible for safeguarding your Login Credentials. In this regard, you must choose a unique password that is not easy to guess.
- 3.8. We reserve the right, at our sole discretion, to refuse to open an Account for anyone and/or to impose additional requirements for granting access to an Account. If we discover or suspect that you are using an API key that is not yours, we may block or suspend your Account and/or your use of the Platform.
- 3.9. You cannot deposit or withdraw crypto-assets or fiat money through your Account. All transactions are executed exclusively at the Exchange level within the user profile of the respective Exchange.

4. THE SOFTWARE

- 4.1. The Software, available through the Platform, consists of automated trading robots ("**Bots**"), which enable You to automate Your trading in crypto-assets by automatically creating and submitting buy and/or sell orders to one or more Exchanges.
- 4.2. Before You configure the settings of any Bot and connect it to an Exchange, You should first create a personal API Key on such Exchange through the account, which You have at the respective Exchange, and edit the settings of such personal API Key. When You create the API Key or edit its setting, You shall limit its permissions in accordance with the instructions available at our Platform by, amongst others, expressly excluding any transfer permissions and any withdraw and transfer permissions.
- 4.3. In our Services, we apply technical security measures including encrypting data in transit, as well as encrypting sensitive information such as personal API Keys and passwords, using firewalls and malicious attacks filtering. Despite our effort to apply appropriate technical security measures, a risk of security attacks or breaches cannot be excluded for online services. Therefore, You are solely responsible for editing the settings of Your personal API Keys in advance in accordance with the instructions at our Platform and excluding any withdrawal or transfer permissions. This measure aims to help You protect Your assets in case of a security attack or breach.

- 4.4. Once you have completed editing the settings of your API keys, you can connect the Bot(s) to your existing account on the respective Exchange(s) using your personal API key(s) for such Exchange(s)
- 4.5. After you have successfully connected the Bot(s) to your existing account on the respective Exchange(s), you can proceed to configure the Bot(s) settings through the Platform by creating trading rules for the Bot(s) to follow. You can configure the Bot(s) by specifying certain parameters, setting financial exposure limits for each Bot, and adjusting other available options displayed on the Platform. The Bot's operations on the Exchange are dictated by the parameters you have set for that Bot through the Platform.
- 4.6. Trading parameters for the Bots can be edited. You must configure them before connecting the Bot to the Exchange. If you wish to modify the trading parameters of a Bot you have already configured, you must manually stop its operation through the Platform, edit the Bot's settings, and then reactivate the Bot's operations.
- 4.7. You are solely responsible for setting the trading parameters for your Bot(s). For the avoidance of doubt, while we may occasionally provide information on the Website or Platform about the best-performing Bots, this does not constitute advice or recommendations regarding the settings of your Bots or their trading parameters.
- 4.8. The actions executed by the Bots are based on predefined algorithmic or mathematical formulas within the parameters and configuration options selected by the User. The Bot cannot perform any actions unless configured by the User by filling in specific parameters and setting configuration options.

You are solely responsible for how you choose to configure the Bots and acknowledge that you are aware of the associated risks.

For the avoidance of doubt, we do not provide investment, financial, or other advice, nor do we execute brokerage transactions on your behalf or offer investment intermediary services.

You acknowledge that the crypto-assets market is highly volatile, and market direction can quickly shift from profit to loss. Using the Bots carries the risk of missing desired profits and incurring losses.

- 4.9. If desired, you can manually execute the "sell" function for a specific Bot through the Platform (i.e., you can choose to manually sell certain crypto-assets instead of waiting for the Bot to automatically place a sell order on the exchange). The "manual execution" function does not apply to "buy" orders.
- 4.10. If you wish you can stop the operation of a specific Bot through the Platform. The suspension of operations is not immediate and requires a certain amount of technical time to take effect.

5. FREE TRIAL

- 5.1. After creating an Account and accepting these Terms, you will automatically gain access to a free trial period, which is a free trial version of the Software available to Users for a period specified on the Website/Platform or until the User purchases a paid Subscription, whichever occurs first ("Free Trial Period").
- 5.2. During a Free Trial, some functionalities of the Platform can be subject to limitations. We reserve the right to amend during a Free Trial the Platform functionality, including but not limited to the number of Bots, number of positions and maximum investment per position within the Free Trial.
- 5.3. We reserve the right to withdraw the option for a Free Trial at any time.
- 5.4. If the Subscription is canceled in accordance with paragraph 6.6, you will regain access to the Free Trial Period, which will be available to you for a period specified on the Website/Platform or until you purchase a paid Subscription, whichever occurs first.

6. SUBSCRIPTION PLANS

- 6.1. If You wish to use the Platform other than under a Free Trial, You need a paid subscription with the Platform ("Subscription"). You can purchase a Subscription during the Free Trial as well, in which case the Free Trial will be terminated and Your Subscription will commence in accordance with these Terms.
- 6.2. We offer several plans as a Subscription ("Subscription Plan"). The Subscription Plans are offered through the Platform. They differ in functionalities, such as limit of running Bots, limit of maximum positions and limit of maximum investment per position. A description of the available Subscription Plans can be found on the Website and the Platform. Your Account contains a history of the Subscription Plans purchased by You.
- 6.3. After purchasing a Subscription Plan, we will send you a notification (via email or through the Platform) with details about your Subscription.
- 6.4. Subscriptions are indefinite and will be billed according to the applicable billing period specified on the Website/Platform. Billing periods may vary in duration.
- 6.5. If your Subscription payment is unsuccessful, you will have a grace period, as specified on the Website/Platform, to make a new payment. During this grace period, you will still be able to use the Subscription. If the payment is not made by the end of the grace period, the Subscription will be terminated, and you will gain access to the Free Trial Period, which will last for the period specified on the Website/Platform or until a paid Subscription is purchased again, whichever occurs first.

- 6.6. Either Party may terminate the Subscription before the end of the applicable billing period through the Platform. In the event of termination, the Subscription may be used until the end of the current billing period, unless otherwise provided in these Terms.
- 6.7. If you make a purchase as a consumer, under the Consumer Protection Act, you have the right to withdraw from the distance contract within 14 days of its conclusion without providing a reason, without owing compensation or penalty, and without incurring costs, except for those specified in the Consumer Protection Act.

Please note that as a Consumer, you will gain access to the Services and Subscription and may choose to start using them from the start date of the Subscription. Consequently, we draw your attention to the fact that by starting to use the Subscription after the expiration of the stated 14-day statutory withdrawal period, you will lose your right to withdraw from the Subscription within this period.

- 6.8. If You wish, You can upgrade Your Subscription Plan at any time by choosing a new one available at the time of the upgrade. In order to upgrade the Subscription Plan, You will need to pay the difference in the price between Your initial and Your new Subscription Plan. When You upgrade, the start date of Your billing period will be updated accordingly.
- 6.9. Each Party can terminate the Subscription at any time with an immediate effect if the other Party materially violates these Terms and/or applicable laws and.

7. PRICES AND PAYMENT

- 7.1. The prices for the Subscription Plans are available on the Website and the Platform ("**Prices**").
- 7.2. The Prices listed on the Website do not include VAT, unless indicated otherwise. The Prices with VAT are determined based on the applicable tax rate in the User's jurisdiction. The User can check the Price with VAT in the Platform prior to purchasing a Subscription.
- 7.3. You will be charged for the Subscription at the start of each billing period as envisaged in clause 6.4.
- 7.4. The prices on the Platform are in fiat currency. Payment methods for fiat currency are processed through PayPal, Stripe, or another platform and may include credit or debit cards such as Visa or MasterCard. By selecting a payment method, you grant us permission to initiate a payment or a series of payments on your behalf through PayPal, Stripe, or another applicable platform.
- 7.5. If you wish, you have the option to pay for the Subscription with crypto-asset. If you choose to pay in crypto-asset, the payment can be made by transferring to a specified address, but you must first notify us of your intention by emailing support@junglebot.app.

8. USE OF THE SOFTWARE

- 8.1. To use the Software, you must be of legal age according to the laws of your country of citizenship, but not less than 18 years old.
- 8.2. You agree not to use the Services in a way which violates any applicable laws or regulations, including but not limited to financial, anti-money laundering or taxation regulations. You confirm that all information provided by You to us is correct, complete and does not violate any applicable laws or regulations.
- 8.3. You agree not to, directly or indirectly, engage in any of the following actions: use or attempt to use the Services for any illegal activities and/or any activities which violate any applicable laws or regulations; use or attempt to use any automated systems to withdraw data from the Website and/or the Platform ("screen-scraping"); infect or attempt to infect the Website and/or the Platform with any viruses, worms or malware software; send junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose; use or attempt to use any API Key which do not belong to You; compromise or attempt to compromise the Services in any way; enter any non-public / secure areas of the Platform (or other Services); investigate, scan, or test the Platform (or other Services) or any other related system or network, or violate any security or authentication; make and distribute copies of the Platform (or other Services); attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Platform (or other Services); or create derivative works of any kind whatsoever.
- 8.4. If You violate any of the provisions under this section 8, We have the right with an immediate effect to disable any functionality of the Platform temporarily or permanently, as well as to terminate Your Subscription with immediate effect.

9. ACCOUNT DELETION

9.1. In case You do not want to purchase a Subscription or Your Subscription has expired, if You would like to delete Your Account, You have the right to request our support team to delete the Account. You can contact our support team at support@junglebot.app. In such a case, we may retain certain personal data collected from You in accordance with our Privacy Policy. In our Privacy Policy You can read what personal data is collected by us, for what purposes and how long such data is retained by us. You can find our Privacy Policy at our Website and the Platform.

10. USER LICENSE

10.1. As long as the User complies with these Terms, the User is granted a non-exclusive, non-transferable, limited and revocable license to use the Platform in accordance with these Terms and the Subscription. The

Subscription does not grant any intellectual property rights to the Platform or its components.

- 10.2. Under the license as per clause 10.1, You cannot: modify or copy the Software or any part thereof ("Materials"); use the Materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer the Materials or any other software contained on the Website or the Platform; transfer the Materials to another person or "mirror" the materials on any other server.
- 10.3. If You violate or attempt to violate any of the above restrictions, We have the right with an immediate effect to disable any functionality of the Platform temporarily or permanently, as well as to cancel Your Subscription.

11. USE AND AVAILABILITY OF THE SOFTWARE. UPDATES AND MODIFICATIONS

- 11.1. You can access and use the Platform from a mobile device with an internet browser, laptop or desktop computer with internet access. The Platform is compatible with the following types of software: macOS, Windows and mobile operating systems with an internet browser.
- 11.2. We will endeavor to ensure that You can access the Platform at any time. Please note that there may be periods during which the Platform may not be available due to a planned or urgent maintenance. In case of a planned maintenance, You will be notified in advance. In case of an urgent maintenance, You will be notified as soon as possible.

11.3. Maintenance:

We may occasionally modify, remove, add, adapt, and/or test certain functionalities of the Platform as necessary for its maintenance ("Updates"), including but not limited to security updates and/or updates to ensure the Platform's compliance. During these periods, we cannot be held liable for any Platform unavailability.

11.4. Modifications: We can from time to time modify the Platform by, amongst others, updating, adding and/or removing functionalities in order to improve the Platform for Users, and/or adapt the Platform to new technical environment(s), and/or to increase the number of Users, and/or for other important operation reasons ("Modifications"). You will be informed of such Modification. If the Modification has a negative impact on Your use or access to the Platform, You have the right to terminate Your Subscription, unless the negative impact is insignificant. In such case, You have the right to cancel Your Subscription free of charge from the moment We notify You of the Modification or the moment the Modification takes place, whichever is later. In case of cancellation, Your Subscription will remain effective until the end of its current billing period.

11.5. You are hereby reminded of the guarantee covering conformity of digital goods and services pursuant to the Provision of Digital Content and Digital Services and the Sale of Goods Act ("Act"). Under the Act, digital services shall conform with the contract and the objective requirements for conformity as set out in the Act.

12. LIMITATION OF LIABILITY

- 12.1. Nothing in these Terms excludes liability for gross negligence or willful misconduct or other liability which may not be limited or excluded by applicable law.
- 12.2. To the extent permitted by applicable law, We shall not be liable, whether under contract, tort, strict liability or otherwise, for damages, including but not limited for any loss of revenue, profit, contracts, business or failure to realize anticipated savings or profits, loss of or damage to goodwill, or any indirect loss, resulting from or related to:
 - 12.2.1. unauthorized access to Your Account and/or harmful actions resulting from Your compromised Login Credential or compromised device for accessing Your Account;
 - 12.2.2. Your configuration of the Bot's settings and/or any trading rules created by You, including any financial loss or lack of financial benefit resulting from and/or related therewith;
 - 12.2.3. any incorrect or incomplete information provided by the User;
 - 12.2.4. the use of an Exchange to which You have connected the Bot, including but not limited to its unavailability or insolvency;
 - 12.2.5. any theft or unauthorized use of Your API Key(s);
 - 12.2.6. any functioning, availability or unavailability of the Platform;
- 12.3. If either Party is liable, for any reason, such Party's liability, where in contract, tort or otherwise, will be limited to the total fees paid by the User for the Subscription in the foregoing 12 months.
- 12.4. Section 12 applies to all Users, irrespective of their geographical location or jurisdiction.

13. RISKS

13.1. <u>Trading risks</u>: You confirm that You are a User who fully understands the risks associated with crypto-assest trading, including but not limited price volatility in crypto-assets markets and that trading or holding crypto-asset may result in a substantial or full loss. You warrant that You are aware of these risks and other risks of crypto-assets trading which may not have been listed on the Website or the Platform, and that it remains Your responsibility to assess such risks carefully before You use the Website or the Platform.

13.2. Execution risks: You acknowledge that you understand the Platform enables you to select Bot settings, thereby creating your own trading strategies executed on third-party crypto-asset exchanges. You are solely responsible for these strategies, as well as for configuring and selecting the settings of the Bots, and we bear no liability for such choices, including but not limited to any resulting damages.

We are not a trading platform and do not provide services for the custody or trading of crypto-assets, nor do we offer exchange services between crypto-assets and fiat currencies. We are not responsible for any failures in execution or other events related to third-party trading platforms.

You are informed that, due to the volatile nature of crypto-assets, you may incur significant or even total financial losses, including when trading crypto-assets through the Bots. You should carefully consider whether trading crypto-assets is suitable for your risk tolerance and financial capacity.

Please note that the execution price for a purchase or sale may differ significantly from the quoted price. This discrepancy may occur due to price changes between the time the order is initiated through the Bot(s) and when the order is executed. Particularly during periods of high volume, illiquidity, rapid movement, or volatility, any crypto-asset traded on an exchange may be executed at a rate different from the one quoted at the time of the order.

13.3. <u>No advice</u>:

The information provided on the Website or Platform does not constitute investment, financial, tax, legal, or any other type of advice. We are not a broker, financial advisor, investment advisor, portfolio manager, or tax consultant. We do not provide recommendations for the purchase, sale, or holding of crypto-assets by you, nor do we endorse any trading strategies. If you wish to receive such advice or recommendations, you should seek independent professional advice before using the Services.

We are not responsible for the investment decisions you make, including but not limited to those made through the use of the Website and/or Platform.

You acknowledge and accept that any trading conducted by you through the Platform is done at your own risk.

Any information contained on the Website or Platform is for general use only, and you should not rely on it when making any investment decisions.

14. LINKS

14.1. The Website or the Platform may include advertisements and links to external sites. We have no control over and do not approve any content, goods or services provided by such external sites. We are not responsible and do not bear any liability for damages suffered by You as a result of using the services and/or goods of such external sites.

15. INDEMNIFICATION

15.1. You undertake to indemnity and hold Us harmless from and against all liabilities and/or damages, arising out of third-party claims regarding any damages sustained by such third parties as a result of Your use of the Platform and/or any breach by You of applicable laws or regulations or these Terms.

16. RESTRICTED LOCATIONS, INDIVIDUALS AND ENTITIES

- 16.1. You are not allowed to use the Services, if: (i) You are located in, or are citizen or a resident, of a jurisdiction that is embargoed by the European Union, the United Kingdom, the United States of America; or (ii) You are listed in the United Nations Security Council Consolidated List, or (iii) if Your use of the Services violates any applicable law or regulation; or (iv) You are located in, or a citizen or a resident, of a jurisdiction which is identified as a high-risk third party under EU or national laws.
- 16.2. You expressly confirm and declare that You are not a located in, or a citizen or a resident of, a jurisdiction which is considered a restricted or a high risk jurisdictions by EU laws, the laws of the United Kingdom and/or the United States of America, as well as any other applicable national or international laws, regulations or acts, and that You will not use the Services while located in such jurisdiction.
- 16.3. You are hereby informed that we may implement measures to restrict access to the Services from any jurisdiction prohibited under this section 16, or otherwise prohibited or restricted by applicable national or international laws, regulations, or acts. You confirm that You will comply with this clause 16 and You will not attempt to use the Services in such a case and/or bypass its controls.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Bulgaria.
- 17.2. All disputes arising out of or in connection with these Terms, including but not limited their validity, formation, performance or termination shall be settled by the competent Bulgarian court in the city of Sofia in accordance with Bulgarian law.
- 17.3. If the User is a consumer under applicable law, the User can address a consumer complaint to the Bulgarian Commission for Consumer Protection (available at https://www.kzp.bg).

18. MISCELLANEOUS

18.1. These Terms may be amended by us from time to time. When we make changes to the Terms, we will notify you via email (to the email address

provided in your Account) ("Update Notification"). If you do not agree with the changes to the Terms, you must notify us by email at support@junglebot.app within 1 (one) month of receiving the Update Notification. If you do not notify us within the mentioned one-month period and continue to use the Services, it will be considered that you have accepted the changes.

- 18.2. If You have questions or wish to get in touch with us, You can contact us at: support@junglebot.app. You can also get in touch with us, including file a complaint, using our Discord server. When You create an Account, You will receive a link to our Discord channel, which You can access and use to contact us ("Discord Channel").
- 18.3. We can send You notices under these Terms in one of the following manners (i) per email to the e-mail address provided by You in Your Account; and/or (ii) by posting a notification on the Website or the Platform; and/or (iii) by our Discord Channel.
- 18.4. Notices posted by e-mail will be effective when the email is sent; notices posted on the Platform at the time of posting and notices sent through the Discord channel when the notice is sent. You are responsible to check regularly Your email, the Discord Channel, as well as messages on the Website and/or the Platform.
- 18.5. The Parties agree that all statements between them in connection to the acceptance, enforcement and amendment of these Terms can be performed electronically through electronic statements. The Parties agree that all communication between them in electronic format and any electronic statements from either Party by, amongst other, performing actions on the Website and/or the Platform and/or the Discord Channel, including but not limited to creating an Account, sending emails and notifications, as well as any other electronic statements from either Party, including these Terms and their acceptance, are considered to be signed with an "electronic signature" within the meaning of Article 3, point 10 of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and the Parties agree that such electronic signature have the value of a handwritten signature in the relationship between them. By accepting these Terms, the Parties express their agreement to consider the electronic statements made between them as signed with an electronic signature as equivalent to those signed with a handwritten signature.
- 18.6. The Parties agree that the Supplier has the right to assign all our rights and obligations under these Terms to any third party without the User's prior consent. The assignment will not result in a change of the Terms for the existing Subscriptions, i.e., these Terms will continue to apply for such Subscriptions until their Term expires.
- 18.7. If any sentence, provision or part of a provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to

the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant sentence provision or part shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

18.8. These Terms enter into force on 28 February 2025.
