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### 1. Changes to the terms of use

We may change these Terms of Use at any time. If you continue to use Decode Global after we post changes to these Terms of Use, you are signifying your acceptance of the new terms. You will always have access to our Terms of Use and will be able to check it at any time. By reloading this page, you will have the most up-to-date version available to Decode Global users.

## 2. Changes to Decode Global

We may discontinue or change any service or feature on Decode Global at any time without notice. We do not guarantee backward compatibility of our services and Application Programming Interface (API) in this case.

# 3. Ownership of information; License to use Decode Global; redistribution of data

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Breaching these requirements may result in serious consequences, including the blocking of the user or visitor, termination of their account, and potential penalties. Decode Global also reserves the right to take appropriate legal actions against users found to be in violation of these terms, in order to protect the platform's integrity and the interests of its data providers and user community.

Except as otherwise expressly permitted by the preceding paragraphs, you agree not to sell any of the services or materials in any manner or for any purposes, without the prior expressed written consent of Decode Global and/or our Data Providers. In addition, you shall not, without the prior expressed written consent of Decode Global and the relevant Data Providers, make copies of any of the software or documentation that may be provided, electronically or otherwise, including, but not limited to, translating, decompiling, disassembling or creating derivative works.

Except as otherwise expressly permitted by additional agreement, we do not permit commercial usage of any of our services or APIs. We make no warranty and assume no obligation or liability for third party services or software. Please see section 21 (third party software) below for further information.

Decode Global may include links to third party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. You agree that Decode Global shall not be held liable for any trading activities or other activities that occur on any website you access through links on Decode Global. We provide these links as a convenience, and do not endorse the content or services offered by these other sites. Any dealings that you have with advertisers found on Decode Global are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

Unauthorized soliciting on Decode Global is strictly prohibited and may result in penalties, including, but not limited to, temporary or permanent bans of the account found in violation, and any appropriate and available legal action for monetary and other damages.

### 4. Disclaimer regarding content

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# 5. Disclaimer regarding investment decisions and trading

Decisions to buy, sell, hold or trade in forex, securities, commodities and other investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in forex or other investments involves a risk of substantial losses. The practice of "Day Trading" involves particularly high risks and can cause you to lose substantial sums of money. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through Decode Global or our services.

# 6. Disclaimer regarding hypothetical performance results

Hypothetical performance results have many inherent limitations, some of which are mentioned below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program.

One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading

program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

### 7. Registered users

Certain services, such as saving charts, publishing them or the ability to comment on published charts, are available only to registered users of the Decode Global website and require you to sign in with a username and password to use them. If you register as a user (a "Subscriber") of any of the features of Decode Global, during the registration process you may be prompted to click "Register Now", "Submit" or a similar button; your clicking on such button will further confirm your agreement to be legally bound by these Terms of Use.

In consideration of your use of the Decode Global website, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Decode Global services under the laws of applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Decode Global's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Decode Global has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Decode Global has the right to suspend or terminate your account and refuse any and all current or future use of the Decode Global services (or any portion thereof).

You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to your content. If you use third-party materials, you represent and warrant that you have the right to distribute third-party material in the content. You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material.

We may remove your content without notice if we reasonably believe that you're in violation of our Terms of Use.

#### 8. Derived Data

Our proprietary derivation consumes raw market data and executes a 2-factor derivation process to produce the displayed price, later consumed by the price engine. Derived market data is sourced and supplied from various sources and can therefore be blended.

The derivation process involves changing the raw price by a factor determined by the volume of trading on the underlying market, a randomized variable and a maximum

offset amount. The derived data price is only ever displayed to our non-professional clients, the derived data price then being the proprietary value of an organization.

At no point is raw data accessible by any client, nor can said data be reverseengineered in any manner. All markets are passed through the same derivation engine.

### 9. Access and security

You accept responsibility for the confidentiality and use of any username and email address that use to register for your access to and use of our services. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Decode Global of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Decode Global cannot and will not be liable for any loss or damage arising from your failure to comply.

Decode Global considers private information on the site (source code of protected or invite-only scripts, etc.) to be confidential to you. Decode Global protects such private information from unauthorized use, access, or disclosure in the same manner that it protects personal data (please refer to our Privacy Policy for more information).

## 10. Payment and cancellation of service

- 1. By ordering any subscription on Trade Signal <a href="www.my.decodeex.com">www.my.decodeex.com</a> you confirm that you have read and accepted our Terms of Use and you authorize Decode Global to automatically charge your bank card account according to the billing period manually selected by you.
- 2. Each user can try selected paid plans for 7 days free of charge. If the trial is not cancelled before its expiration date, it automatically stops the service. There are no refunds for plans, even if the subscription is cancelled on the same day as the auto conversion payment has gone through. A cancelled trial and associated services will stop immediately after cancellation, except for any data packages that were purchased.
- 3. The service is billed in advance on a monthly, quarterly, or annual basis. There will be no refunds or credits for partial months of service, or refunds for unused with an open user account.
- 4. All billing is recurring, which means you will continue to get billed until you cancel your subscription. You are solely responsible for properly cancelling your Decode Global subscription. An email request or support ticket asking for your subscription to be cancelled is not considered cancellation. You may cancel your subscription at any time by requesting support ticket.
- 5. If you cancel the service before the end of your current paid up period, your subscription will remain active until the next due date. After the due date, if no payment received, your subscription will be stopped.
- 6. We do not offer refunds for initial payments. If you order the service for the first time, please make sure that the order is correct before the payment is made.

- 7. We do not offer refunds for recurring payments. If you have been billed for automatic monthly renewal of the Service, you can cancel the subscription to avoid billing for next months.
- 8. We do not offer refunds for upgrades to a more expensive plan or a longer billing cycle. Remaining days are converted into an equivalent value of days on the new subscription.
- 9. Decode Global may use local subsidiaries or other entities to collect payments in certain geographies. However, all payments will be processed and managed by Decode Global, and the service will be provided by Decode Global, regardless of which entity collects the payment.

#### 11. Feedback to Decode Global

By submitting ideas, content, suggestions, documents, and/or proposals ("Contributions") to Decode Global through our contact webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Decode Global is not under any obligation of confidentiality, expressed or implied, with respect to the Contributions; (c) Decode Global shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Decode Global may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Decode Global, without any obligation of Decode Global to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Decode Global under any circumstances.

### 12. Indemnity

You agree to indemnify and hold Decode Global and our subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit, modify or otherwise make available through the Decode Global services, your use of the Decode Global services, your connection to the Decode Global services, your violation of the Terms of Use, or your violation of any rights of another.

#### 13. Termination

Upon your request, your account can be deleted from Decode Global. You may contact support ticket to delete your account at any time. If you requested your account be deleted, we will delete the personal data associated with your account, however certain personal data will be retained if it has been integrated into data that is integral to our systems and site, including data in communications you have sent via our site. This data is necessarily retained for the integrity of the data on the site and our legitimate business purposes, including auditing, security and other legitimate interests (please refer to our Privacy Policy for more information). Your published

Contributions will remain on the site in our discretion. Once a Contribution has been published, it becomes part of the communal trading knowledge and should stay that way. This policy prevents users from keeping only their best ideas public, thus keeping everyone honest and maintaining public confidence in the reputation and integrity of the site.

You agree that Decode Global may, without prior notice, immediately terminate, limit your access to or suspend your Decode Global account, any associated email address, and access to the Decode Global services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the Terms of Use or other incorporated agreements or guidelines, (b)requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Decode Global services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) and/or engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Decode Global's sole discretion and that Decode Global shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Decode Global services.

#### 14. Emails

By creating an account with Decode Global, you agree that Decode Global can use your email address to send you marketing materials, service-related notices, important information messages, special offers, etc. You can unsubscribe from this by clicking on the link provided in the emails.

#### 15. Third Party Software

Our software, website and/or services may include software components supplied by third parties which are utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties ("Third Party Software"). Decode Global expressly disclaims any warranty or other assurance to you regarding Third Party Software. Please note that your use of the Third Party Software will be governed by the terms and conditions of use and privacy policies of the Third Party Software providers and not by these Terms of Use or our Privacy Policy.

### 16. Scripts

You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to your script. If you use third-party materials, you represent and warrant that you have the right to distribute third-party material in the script. You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are

the owner of such rights or have permission from their rightful owner to submit the material.

You are solely responsible for any script that you create. Decode Global is not in any way responsible for the use or misuse of your script by any user. Decode Global is not in any way responsible for the use or misuse of any user's script by you.

By using the publish script feature, you grant us a world-wide, irrevocable, perpetual, royalty-free license to:

- publish this script as well as the username of the author;
- disclose the source code of the script for open scripts;
- perform, display, use and make available your open or protected script for any user or an invite-only script for any user that received an invite.

We may remove your script without notice if we reasonably believe that you are in violation of these Terms of Use.

## 17. Publications - No Recommendation or Advice Status

The information and publications are not meant to be, and do not constitute, financial, investment, trading, or other types of advice or recommendations supplied or endorsed by Decode Global.

Any statement of view (which may be subject to change without notice) is the author's personal opinion, and the author makes no representations or warranties as to the accuracy or completeness of any information or analysis provided.

The authors and Decode Global are not liable for any losses incurred as a result of any investment made on the basis of any perceived recommendation, forecast, or other information presented here.

The contents of these publications should not be interpreted as an express or implicit promise, guarantee, or indication by Decode Global that customers will profit or that losses in connection with them can or will be limited if they rely on the information provided.

### 18. Decode Global Referral Rules

1. Who is eligible to be a referrer?

Any Decode Global account holder can become a referrer. Any user can invite new users to register through an invitation code or invitation link.

#### 2. Who is eligible to become a referee?

Your friends or social media followers may be eligible to be referees.

#### 3. How can I use my referral link?

Decode Global wants you to share your referral link, but you agree that you will not:

- Try to get referees by spamming, bulk emailing, or sending large numbers of unsolicited emails. The only people you should be emailing are people you know personally:
- Use, display, or manipulate Decode Global intellectual property (such as Decode Global logos, trademarks, and copyright-protected works) in any way, except as to identify yourself as a Decode Global user or a Decode Global referrer;
- Create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include the word "Decode Global" or any of Decode Global's other trademarks or any words that are confusingly similar to Decode Global trademarks.
- Purchase keywords (including, but not limited to Google AdWords) that contain any of Decode Global trademarks:
- Use automated systems or bots through any channel to distribute, post, or otherwise share your referral link;
- Use scripts or programmed or automatic dialers to send invites or otherwise share your referral link;
- Make misleading claims about Decode Global, use offensive/abusive content, create fake websites/webpages/social media profiles/apps, misrepresent your connection to Decode Global, or otherwise make any false or misleading statements to get a referee to use your link; or
- Use your referral link in any manner that violates the law or Decode Global House Rules.

#### 4. How do I receive referral reward?

You can invite new users to register through an invitation code or invitation link. New users are considered regular customers. To earn a referral reward or apply to become an IB, users must first become qualified by completing KYC, depositing>100USD, and trading. For every 3 users a regular customer invites, and all these users become qualified, the regular customer will receive a \$5 referral reward. This reward is cumulative; for example, inviting 6 qualified users will earn a \$10 referral reward.

The requirements for receiving, and the amounts of Decode Global Coins are subject to change at Decode Global's sole discretion. Referral rewards are not transferable, and may expire. Decode Global may cancel a reward at any time at its sole discretion.

In case your referee files a chargeback or claims a refund for their paid subscription, the reward that you and your referee both received from Decode Global will be cancelled.

#### 5. Termination and changes

Decode Global reserves the right to change, end, or pause, in whole or in part, any referral program, as well as any referrer's or referee's ability to participate in any referral program or receive Decode Global Coins at any time for any reason, including suspected fraud (including by either the referrer and/or referee), abuse, or any violation of these Rules.

Decode Global may update these Rules at any time.