LICENSE AGREEMENT

TERMS AND CONDITIONS OF THE DISTANCE LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE:

Before purchasing the FX-ATS software, please read these Terms and Conditions carefully (hereinafter also referred to as the *"Agreement"* or the *"Terms"*).

Purchasing the FX-ATS Software through the website, client panel, payment platform, or any other sales channel indicated by the Licensor is equivalent to reviewing the content of this Agreement, understanding it, and agreeing to be bound by all of its provisions. Placing an order, checking the *"I have read and accept the Terms and Conditions/License Agreement"* checkbox, and making payment together constitute a declaration of intent by the Buyer (Licensee) equivalent to signing this Agreement within the meaning of electronic commerce.

The Agreement is concluded automatically and electronically (online), without the need to sign a separate paper document. The Agreement is deemed concluded at the moment the payment for the Software is credited and the automatic Purchase Confirmation referred to in § 4 is generated.

If the Buyer does not agree with the provisions of this Agreement, **they should not purchase, download, install, or in any way use the Software**, and if it has already been downloaded, they are obliged to remove it from all devices and to stop using any related accounts, license keys, and access credentials.

The FX-ATS Software is protected by copyright law, in particular the Act of 4 February 1994 on Copyright and Related Rights, European Union regulations, and applicable international agreements on the protection of intellectual property rights. **The Software is licensed, not sold** — the subject of the sale is solely the right to use the Software (the License) on the terms set out in this Agreement, unless the Order or Specification indicates otherwise with regard to the medium/copy.

This Agreement constitutes a legally binding agreement between: (i) **GBS Solution Sp. z o.o.**, with its registered office in **Lublin**, at ul. **Bursaki 15/3**, entered in the National Court Register (KRS) under number 0000841837, NIP (Tax ID): 9731071108, REGON: 386081189, share capital: PLN **100,000**, e-mail address: info@fx-ats.group website: https://fx-ats.group/ (hereinafter referred to as the *"Licensor"*, *"Company"* or *"GBS Solution"*), being the manufacturer and owner of the rights to the software under the trade name **"FX-ATS"** (hereinafter referred to as the *"Software"* or *"Product"*); and (ii) the natural or legal person purchasing the Software (hereinafter referred to as the *"User"*, *"Licensee"* or *"Buyer"*).

§ 1. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

“Software” – the FX-ATS computer system (Automated Trading System) comprising all program files, source and binary code, algorithmic foreign exchange (Forex) trading modules, the Documentation, Updates, and any related materials provided by the Licensor.
“FX-ATS” – an automated trading system for the foreign exchange (Forex) market that is the subject of this License.
“Licensor” – the entity holding the economic copyright to the Software.
“Licensee” – a natural or legal person who acquires the right to use the Software under the terms of this Agreement.
“Computer” – computer hardware (a personal computer, laptop, server, virtual device, or other device) on which the Software is installed and run.
“Update” – any improvements, revisions, bug fixes, enhancements, modifications, or new versions of the Software made available by the Licensor.

§ 2. SUBJECT MATTER OF THE AGREEMENT

1. The subject matter of this Agreement is the sale by the Licensor to the Buyer of the right to use the FX-ATS Software in the variant selected by the Buyer, in accordance with the specification presented at the time the Order is placed and in the Purchase Confirmation.

2. After the payment has been made and credited, the Licensor:

- makes the Software available to the Buyer for download
- grants the Buyer a non-exclusive, non-transferable, and non-assignable License to use the Software on the terms set out in § 6 of this Agreement.

3. The Licensor's website or sales panel, on which the prices and parameters of the individual Software variants are presented, constitute an invitation to submit offers (orders), and not a binding offer within the meaning of the Civil Code.

4. The technical and functional specification of a given Software variant (including supported platforms: MT4/MT5, cryptocurrency exchanges such as WhiteBIT) may constitute Annex No. 1 to this Agreement or be indicated directly in the product description at the time of purchase.

§ 3. CONCLUSION OF THE AGREEMENT AND ACCEPTANCE OF TERMS WHEN PURCHASING ONLINE

1. This Agreement is concluded entirely at a distance, by electronic means, without either Party's traditional (paper) signature.

2. By purchasing the Software, the Buyer automatically and irrevocably agrees to all the terms of this Agreement. For this purpose, during the purchase process the Buyer checks a checkbox or performs another equivalent action confirming that they have read and accepted the content of the Terms and Conditions/License Agreement.

3. This Agreement is automatically concluded (signed) online at the moment the Software is purchased. The moment the payment is credited by the Licensor and the automatic Purchase Confirmation sent to the Buyer's e-mail address indicated in the Order is generated shall be deemed the moment the Agreement is concluded. This act is legally equivalent to the signing of the Agreement by both Parties and produces the same legal effects as the signing of a written, individually negotiated agreement.

4. The Purchase Confirmation shall contain at least: a summary of the purchased Software variant, the price and method of payment, the Licensor's details, a link for downloading the Software or instructions for activating the User Account, and a link to the content of this Agreement (or its content as an attachment).

5. Upon receipt of the Purchase Confirmation, the Buyer becomes a Licensee bound by all the provisions of this Agreement, on the same terms as if they had signed a paper copy.

6. The Licensor reserves the right to refuse to accept an Order without giving a reason (e.g. in the event of a suspected violation of law, money laundering, or irregularities in payment) — in such a case, no fees shall be charged, and any funds already collected shall be refunded.

7. Once the Order has been sent and the Purchase Confirmation received, the Order may not be unilaterally modified by the Buyer; any changes to or withdrawal from the Agreement are subject to the rules set out in § 5 and to the generally applicable law.

8. If the Buyer is a consumer within the meaning of Article 221 of the Civil Code, the provisions of this paragraph shall apply with due regard to consumer protection regulations, in particular the Act of 30 May 2014 on Consumer Rights, including with regard to the Licensor's information obligations preceding the placing of an Order.

§ 4. DELIVERY, ACTIVATION, AND INSTALLATION OF THE SOFTWARE

1. Promptly, and no later than within 2 (two) days from the date the Agreement is concluded, the Licensor shall make the Software available to the Buyer electronically — by sending a download link. The Buyer agrees to the performance (making the Software available) before the expiry of the withdrawal period and acknowledges that, as a result, they lose their right to withdraw from the agreement.

2. Installation, configuration, and the first launch of the Software (including connecting to the Account on the Platform/Exchange using API keys) are carried out independently by the User, in accordance with the Documentation provided by the Licensor (a self-service installation model — “self-install”).

3. This Agreement does not cover the provision by the Licensor of technical support for the installation, configuration, adaptation, or maintenance of the Software on the User's device, unless the parties agree otherwise separately (e.g. as part of a separately purchased support package).

4. In the event of a failure to deliver the Software, the User should promptly contact the Licensor via the e-mail address indicated in the header of this Agreement, quoting the Order number.

5. The Software is delivered in the version current as of the date the Agreement is concluded. Updates necessary to maintain functionality, security, or compliance with the law will be made available in accordance with the Licensor's announcements published on the website.

§ 5. GRANT OF LICENSE AND ITS SCOPE

1. Upon conclusion of the Agreement and crediting of the payment, the Licensor grants the Licensee a personal, non-exclusive, non-transferable, and limited License to install and use the Software, within the scope of the variant, the number of Devices/Accounts on the Platform/Exchange, and the period indicated in the Order and the Purchase Confirmation.

2. The License covers solely the right to use the Software in accordance with its intended purpose (automation of trading strategies) and in accordance with the Documentation. Except as expressly indicated in this Agreement, the Agreement does not transfer to the Licensee any intellectual property rights to the Software — all rights not expressly granted are reserved to the Licensor.

3. The Licensee may not make copies of the Software; it may not be used for other purposes and must be destroyed once the Licensee loses the right to use the Software.

4. Technical support, if provided, shall be provided through the channels indicated by the Licensor (e-mail) and is not covered by any guaranteed response time, unless the parties agree otherwise separately (e.g. as part of a paid support package).

5. The trial/demo version of the Software, if made available, does not entitle the holder to Updates or technical support provided for the paid version, unless the Licensor decides otherwise.

6. Except in cases expressly specified in this Agreement, the Licensee has no right to transfer the rights or obligations arising from this Agreement to third parties.

§ 6. LICENSE RESTRICTIONS AND OBLIGATIONS OF THE LICENSEE

1. The Licensee may not:

- emulate, clone, rent, lend, lease, resell, sublicense, or make the Software available to third parties in any form (including under a SaaS model) without the Licensor's express written consent;
- modify, decompile, reverse-engineer, or disassemble the Software, or create derivative works based on it, except where expressly permitted by mandatory provisions of law;
- remove or alter any copyright notices, trademarks, or other legal notices contained in the Software or the Documentation;

- use the Software for unlawful purposes, including activities related to money laundering, terrorist financing, or other activities contrary to anti-money laundering (AML) regulations and the MiCA Regulation (Regulation (EU) 2023/1114 of the European Parliament and of the Council);
- share their Authentication Data, License Key, or access to the User Account with third parties.

2. The Licensee is obliged to use the Software in accordance with its intended purpose, the Documentation, and generally applicable law, including regulations concerning financial markets and crypto-assets applicable in the Licensee's jurisdiction.

3. The Licensee is solely responsible for ensuring that the use of the Software, including any connected Accounts on the Platform/Exchange and API keys, complies with the terms and conditions of the relevant broker or cryptocurrency exchange, and for obtaining any necessary permits, if required by the law applicable to the Licensee.

§ 7. LIMITATION OF LIABILITY

1. The Licensor shall be liable only for damages resulting from non-performance or improper performance of the Agreement due to intentional fault or gross negligence.

2. To the maximum extent permitted by applicable law, in particular Article 473 § 2 of the Civil Code, the Licensor's total liability under this Agreement (whether contractual or tortious) is limited to the amount paid by the Licensee for the License to the Software under the relevant Agreement.

3. The Licensor shall not be liable for:
- indirect damages, including loss of profits, loss of anticipated benefits, loss of data, business interruption, or damages resulting from investment decisions made on the basis of results generated by the Software;
- damages caused by incorrect installation, configuration, or use of the Software not in accordance with the Documentation;
- damages resulting from failures of external infrastructure (brokers, exchanges, internet providers, financial markets);
- any losses incurred in connection with trading on the Forex or cryptocurrency markets using the Software.

4. The Software is provided “AS IS” (“as is”) without any warranties, including implied warranties of merchantability or fitness for a particular purpose, unless mandatorily required otherwise by applicable law.

5. The provisions of this paragraph do not exclude or limit the Licensor's liability for:
- personal injury (bodily harm, damage to health);

- damage caused intentionally;
- gross negligence (to the extent that the exclusion of such liability is not permissible with respect to a consumer);
- liability for the lack of conformity of digital content with the agreement (to the extent regulated by the Act on Consumer Rights and the provisions implementing Directive 2019/770).

6. In the case of Licensees who are consumers within the meaning of Article 221 of the Civil Code, the provisions of this paragraph shall apply with due regard to the mandatory provisions of the Act on Consumer Rights and the Civil Code concerning unfair contract terms.

§ 8. INTELLECTUAL PROPERTY

1. The Software, its source and object code, algorithms, architecture, interface, the Documentation, and any related materials constitute the intellectual property of the Licensor and are protected by copyright law, trade secret law, and the relevant industrial property protection regulations.

2. This Agreement does not transfer to the Licensee any intellectual property rights to the Software, including the name "FX-ATS", the logo, trademarks, or other distinguishing marks of the Licensor, except for the limited right to use the Software set out in this License.

3. The Licensee does not acquire any rights to the Software beyond those expressly specified in this Agreement. All rights not expressly granted to the Licensee are reserved to the Licensor.

§ 9. GENERAL PROVISIONS

1. Governing law: This Agreement is governed by Polish law. In matters not regulated by the Agreement, the provisions of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2022, item 2509, as amended) and the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2023, item 1610, as amended) shall apply in particular.

2. Limitation period for claims: Subject to the mandatory statute-of-limitations provisions, claims arising from the infringement of intellectual property rights may be pursued within the maximum period permitted by law.

3. Entirety of the Agreement: This Agreement, together with the sales document/order, constitutes the entire agreement between the Parties and supersedes any prior arrangements concerning the Software.

4. Severability: If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions shall remain binding.

5. Waiver: Failure to exercise, or delay in exercising, any right available to a Party under this Agreement shall not constitute a waiver of that right.

§ 10. REPRESENTATIONS OF THE PARTIES

The Licensee represents that they have read the content of this Agreement, understand its provisions, and agree to comply with them. The Licensee is aware of the risks associated with the use of automated trading systems on the Forex market and accepts those risks.

The Licensor represents that it is entitled to grant the License to the FX-ATS Software, and that the Software does not infringe the intellectual property rights of third parties.