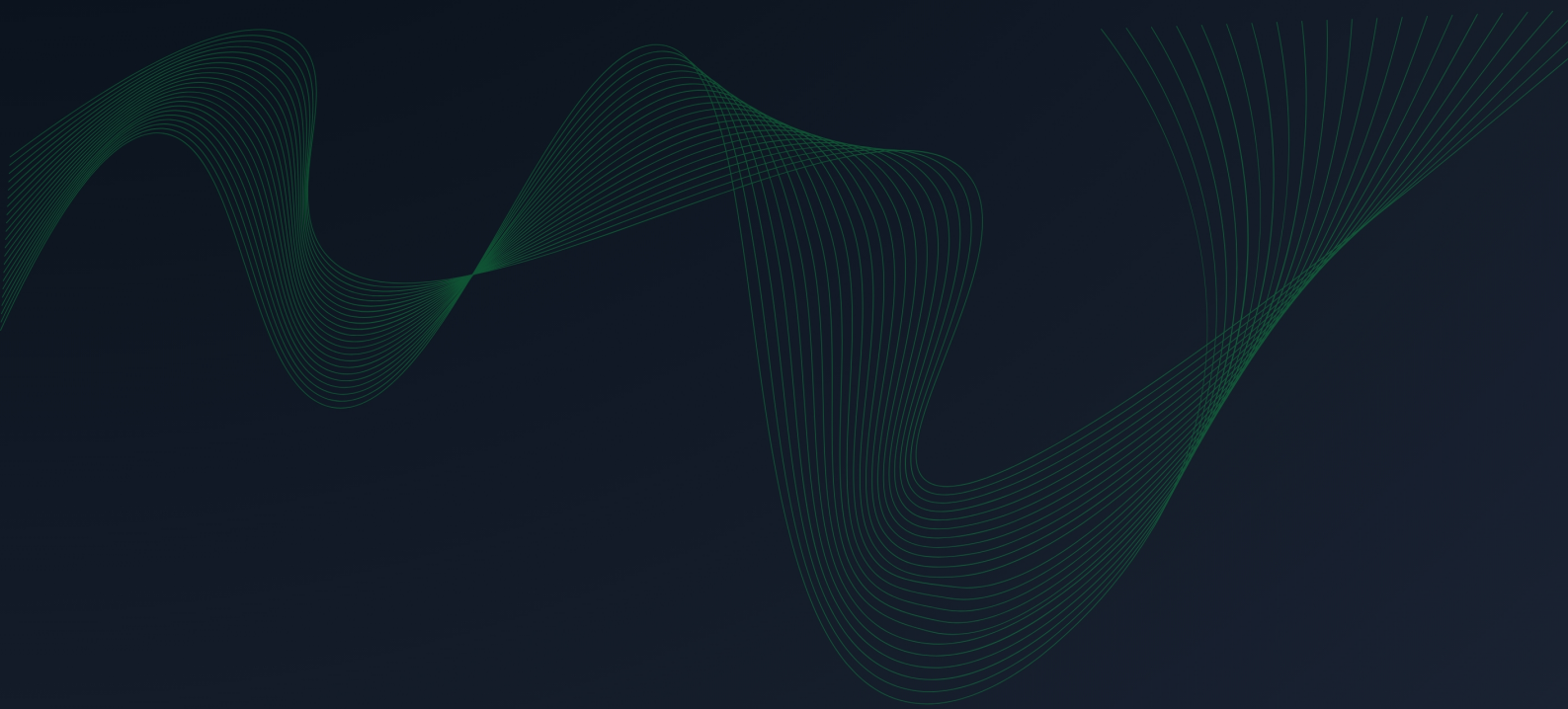




ONLINE STORE REGULATIONS

TERMS AND CONDITIONS OF THE ONLINE STORE

fx-ats.group

Effective date: 27.05.2026

§ 1. General Provisions

1. The online store available at fx-ats.group (hereinafter referred to as the "Store") is operated by: GBS Solution Sp. z o.o., with its registered office at ul. Bursaki 15/3, 20-150 Lublin, Poland, KRS: 0000841837, NIP: 9731071108, REGON: 386081189

E-mail address: info@fx-ats.group

Phone: +48 885 067 773

hereinafter referred to as the "Seller."

The Store sells computer software remotely, by electronic means.

These Terms and Conditions set out the rules and conditions for using the Store, placing orders, performing sales agreements, and exercising the rights available to Customers.

The Terms and Conditions are available free of charge on the Store's website in a form that allows them to be downloaded, saved, and printed.

Before placing an order, the Customer is required to review these Terms and Conditions, the Privacy Policy, the Risk Warning Notice, and the Earnings Disclaimer. Placing an order constitutes acceptance of all provisions of these Terms and Conditions.

The Seller informs that using software for trading on financial markets involves a high level of investment risk. The Seller does not provide investment advisory services, does not manage Customers' assets, and does not guarantee any profit.

§ 2. Definitions

Terms used in these Terms and Conditions mean:

Terms and Conditions – these Terms and Conditions of the FX-ATS Group Online Store.

Store – the online store operated by the Seller at fx-ats.group.

Seller / Service Provider – the entity indicated in § 1(1) of these Terms and Conditions.

Customer – an adult natural person with full legal capacity, a legal person, or an organizational unit without legal personality, who has entered into or intends to enter into an Agreement with the Seller.

Entrepreneur with consumer rights – a natural person entering into an agreement directly related to their business activity, where it is evident from the content of that agreement that it is not of a professional nature for that person.

Product / Software – a license for a computer program for automated exchange trading (an ATS robot), offered in the Store.

Agreement – a sales agreement or an agreement for the provision of electronic services, concluded remotely between the Customer and the Seller through the Store.

Order – a declaration of intent by the Customer, made using the form available in the Store, aimed at concluding the Agreement.

Order form – an interactive service available in the Store enabling an Order to be placed.

Digital content – data produced and supplied in digital form (software, access codes, license keys).

§ 3. Technical Requirements

To use the Store, the following are required:

- a device with internet access (computer, tablet, smartphone),
- a web browser supporting JavaScript and cookies (Chrome, Firefox, Safari, Edge, or another up-to-date browser),
- an active e-mail address.

Running the purchased software may require additional system requirements, which the Seller specifies in the Product description (e.g., MT4/MT5 platform, an account with a partner broker).

§ 4. Offer and Orders

Information about Products published in the Store constitutes an invitation to enter into an agreement within the meaning of Article 71 of the Civil Code, not an offer.

The Customer places an Order by:

- selecting a Product and clicking "Add to Cart" or "Order,"
- completing the Order form with details (first and last name, e-mail address, phone number, invoicing details if required),
- choosing a payment method,
- reviewing and accepting the Terms and Conditions,
- clicking the button confirming the placement of the Order ("Order and Pay" or an equivalent).

Clicking the button confirming the placement of the Order entails an obligation to pay.

After placing an Order, the Customer receives an automatic confirmation of Order acceptance, containing its details, at the provided e-mail address.

The Agreement is concluded at the moment the Seller sends confirmation of acceptance of the Order for fulfillment.

Orders may be placed 24 hours a day, 7 days a week. Orders placed on non-working days are processed on the first following business day.

The Seller reserves the right to refuse to fulfill an Order if the Customer provides incorrect or incomplete data, or in the event of reasonable doubts as to the Customer's reliability.

Product prices given in the Store are gross prices (including VAT, where applicable) and are expressed in the currency indicated for the Product.

The Seller reserves the right to change Product prices and to introduce or cancel promotions. Price changes do not affect Orders already accepted for fulfillment.

§ 5. Payments

The Customer may use the following payment methods:

- bank transfer to the Seller's account,
- other payment methods available in the Store at the time the Order is placed.

The Order is fulfilled once payment has been credited to the Seller's account or the transaction has been confirmed by the payment operator.

Orders unpaid within 30 days of the order date will be cancelled.

Every purchase is documented with a VAT invoice or receipt, delivered to the Customer electronically to the e-mail address provided in the Order.

Where a refund is required, the Seller will make it to the bank account or via the payment method used by the Customer.

§ 6. Order Fulfillment – Delivery of Digital Content

The subject of sale is digital content (software, licenses, activation keys, system access) delivered to the Customer exclusively by electronic means.

The Product is delivered within 48 hours of payment being credited, by sending to the Customer's e-mail address:

- a license key or activation code,
- installation/activation instructions,
- a link to download the software or access to the customer panel.

The Customer is required to provide a correct e-mail address. The Seller is not liable for failure to deliver the Product resulting from the Customer providing incorrect details.

The Customer acknowledges that the software may require additional configuration, e.g., connecting to the MT4/MT5 platform with a chosen broker, in accordance with the instructions.

§ 7. Right of Withdrawal

7.1. Supply of Digital Content

Pursuant to Article 38(13) of the Consumer Rights Act, a Customer who is a Consumer or an Entrepreneur with consumer rights has the right to withdraw from a distance agreement within 14 days without giving any reason.

NOTICE – Loss of the Right of Withdrawal: The Customer loses the right to withdraw from an agreement for the supply of digital content not delivered on a tangible medium if performance began with the Customer's express prior consent and after the Customer was informed of the loss of the right of withdrawal.

When placing an Order, a Customer who is a Consumer may consent to immediate delivery of the Product (before the 14-day period expires), while simultaneously acknowledging the loss of the right of withdrawal.

§ 8. Complaints

The Seller is liable for the conformity of the delivered digital content with the agreement, on the terms set out in the Consumer Rights Act (Articles 43i–43q), as in force since 1 January 2023. Digital content is deemed to conform to the agreement if it meets the requirements specified by the Seller and is fit for the purposes for which digital content of this kind is normally used.

A Customer may file a complaint:

- by e-mail to: info@fx-ats.group,
- in writing to the Seller's registered office address.

The complaint should include: first and last name (or company name), e-mail address, purchase date, order number, description of the problem, and – if possible – documentation of the error.

The Seller processes complaints within 14 calendar days of receipt.

If a complaint is upheld, the Seller will, at its discretion, bring the digital content into conformity with the agreement or refund the price to the Customer.

The Seller informs that problems with the software's operation may result from incorrect configuration of the trading platform or from changes in market conditions – such circumstances do not constitute a defect in the Product.

§ 9. Software License

The Customer acquires a non-exclusive, non-transferable, non-sublicensable, and inalienable license.

It is prohibited to:

- copy, modify, decompile, or reverse-engineer the software,
- make the software available to third parties without the Seller's consent,
- remove or alter copyright notices.

Copyright to the software belongs to the Seller or to entities entrusted by the Seller with its production. The software is protected under the Act of 4 February 1994 on Copyright and Related Rights.

§ 10. Limitation of Liability

The Seller's software is an analytical and trade-automation tool, operating according to the Consumer's settings. The Seller does not guarantee any profit from investment activity.

Historical results of the software presented on the Store's website do not constitute a guarantee of future results.

The Seller is not liable for financial losses incurred by the Customer as a result of using the software, nor for decisions made on the basis of signals generated by the Product.

The Seller's liability toward the Consumer is limited solely to the extent resulting from mandatory provisions of law (the Consumer Rights Act, the Civil Code).

Toward Customers who are neither Consumers nor Entrepreneurs with consumer rights, the Seller excludes liability for lost profits.

§ 11. Final Provisions

In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply, in particular: the Civil Code, the Consumer Rights Act, the Act on the Provision of Electronic Services, the Act on Copyright and Related Rights, and the GDPR.

The court having jurisdiction over disputes with the Seller is the court competent under applicable provisions. For Consumers, the competent court is the court for the Consumer's place of residence.

The Seller reserves the right to amend these Terms and Conditions for valid reasons (changes in law, changes to the offering). Customers will be notified of any amendment at least 14 days in advance. Amendments shall not infringe Customers' acquired rights.

These Terms and Conditions enter into force on the date of their publication on the Store's website.