

**Dear Reader!**

Before you (hereinafter: „**Customer**”) start to use a software (hereinafter: „**Product**”), which has been developed by Big Bull FX Robot Team (hereinafter: „**Team**”), it is necessary to read, understand, accept and completely agree with all provisions of the following Agreement (hereinafter: **Agreement**), because with the purchase of the Product the Customer accepts all of the provisions below.

## **I. Purchase Process, Technical Support, Updates & Newsletter**

### **1. Purchase & Delivery & Installation Process**

After the Customer has purchased the Product via <https://www.bigbullfx.com/> (hereinafter: the „**Website**”) or any other third party’s website, the Customer will receive an e-mail containing a download link to the Product. The installation package contains a User’s Guide as well.

Products are sent electronically, especially via e-mail. Download link to the Product’s installation package is provided within one business day of the purchase.

The time of the purchase is the moment, when the Team gets a confirmation from the relevant payment system, after the Customer has paid the purchase price through the Website or any other third party’s website.

The Customer is permitted to use the Product on only one account. This account can function as a real account or a demo account. The type of the account can be changed anytime on the Website’s Login Area.

The Customer’s usage of the Product shall be licensed to one account. The license can not be assigned.

### **ATTENTION!**

Only the Customer is liable for the accuracy, operation and maintenance of the specified e-mail address specified and given by the Customer.

The assignment of the license carries out a serious breach of a contract with all consequences, which have been specified in the IV.3. paragraph.

## **2. Technical support**

The Team provides for the Customer technical support services related to the operation and installation of the Product.

E-mail support is available around the clock, and the Team makes serious efforts to respond to all inquiries in one business day. For more information contact us.

### **ATTENTION!**

The Team provides technical support related to the operation of the Product only. The Team does not give any financial advice as technical support or in any other way.

## **3. Updates**

If an updated version of the Product has been developed by the Team, the Customer will get the new version via e-mail.

The Customer can easily download and install the updated version of the Product from the link, with the help of the received e-mail.

Updates are free of charge.

### **ATTENTION!**

Updates only contribute the smooth operation and uninterrupted usage of the Product. The Team does not guarantee that updates contribute the possibility of getting more profit. The Team does not warrant the development of any updates.

## **4. Newsletter**

The Team sends the Customers newsletter via e-mail from time to time. In these letters the Customer can easily find the newest and/or special offers of the Team and occasionally some other relevant and useful information in connection with the Product and/or the Team.

## **II. Liability & Limitation of Liability**

### **1. Performance**

After the purchase of the Product, the Team delivers operable download links via e-mail within one business day of the purchase.

From this functioning links, what the Customer has received via e-mail, the Customer can download the Product and the User's Guide.

With the description, which can be found in the User's Guide, the Customer can install the Product.

After the installation the Product is operable.

#### **ATTENTION!**

The Team only assumes obligations, which have been specified in the Agreement.

The Team can not be held liable, if the Customer can not install or use the Product because of his/her own fault or incomplete knowledge.

The Team warrants only that the Product meets the requirements specified in the User's Guide.

The Product is not operable without any additional technical/system requirements (including, but not limited to Metatrader 4 trading platform, broker account, special system's requirements). For more information read carefully the User's Guide.

### **2. Default of the performance**

If a default occurs during the performance detailed above (as an example: the Team does not deliver the e-mail, the download link is not operable, User's Guide is not attached, functionality of the Product's technical features is limited, any other technical breakdowns) the Customer should notice the Team via e-mail about the problem as soon as it is possible.

If a default occurs in the interest of the Customer, or because of reason for which the Customer is liable, the Team shall send a respond to the Customer, which contains a rejection of the notification within three business days of the delivery of the notification.

If the Team approves the notification, the Team shall solve the problem within a reasonable period of time, which is orientated to the size and the nature of the default.

In most of the cases, the Team resends the e-mail with an operable link and User's Guide. From the resent operable link the Customer can download and install an operable Product.

If the delivery via e-mail does not work again, the Team tries to deliver the necessary data on another way. In order to solve the problem the Team can ask for further information from the Customer.

If the default, which is occurred in the interest of the Team, can not be corrected within twenty business days of the approval of the notification, the Customer has the right to terminate the Agreement with a written notification within three business days of the deadline.

In this case of the termination the Agreement is terminated, when the Team recieved the notification mentioned above. Furthermore, only in this case of the termination, the Customer can requests the Team via e-mail to refund the price of the Product.

**ATTENTION!**

The Customer shall not receive a refund as his/her actions will be in direct violation of the Contract.

The Team refunds under no circumstances more than the price of the Product.

### **3. Limitation of liability**

#### **1. Third parties activity**

The Team shall not be liable to the Customer or to third parties for losses incurred directly or indirectly by causes reasonably beyond its control, including but not limited to, government restrictions or actions, natural disasters, several weather conditions, wars, strikes, terrorist attacks, exchange or market rulings, interruptions of data processing services or communications, disruptions in orderly trading on any market or exchange, unauthorized access or operator errors, broker restrictions, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, or shortages of labor or materials, fires, floods, storms, explosions, acts of God, orders of domestic or foreign courts or tribunals, non-performance of third parties.

The Team shall have no liability for and the Customer agrees to reimburse, indemnify and hold the Team, its affiliates and their partners, members, managing directors, officers and employees and any person controlled by or controlling the Team harmless from all losses, damages, expenses that result from: the Customer or the Customer 's agents' misrepresentation, act or omission or alleged misrepresentation; any of the Customer's actions or the actions of the Customer's previous advisers; the failure by any person not controlled by the Team to perform any obligations to the Customer, and the Customer's failure to provide accurate information to the Team.

The Team does not investigate or substantiate any of the Website's visitor comments or claims. The Team does not take responsibility for the concreteness and/or accuracy of the contents, facts, which have been included in these comments or claims. Furthermore, the Team is not liable for any losses, damages, expenses, which have been arised directly or indirectly from these comments or claims.

The visitors of the Website may be transferred to online merchants or other third party or affiliate's sites through links, products or frames from the Website. The Team warns the Customer to read such sites' Terms and Conditions and/or Privacy Policies and/or Risk

Disclaimers before using such sites in order to be aware of the terms and conditions of the Customer's use of such sites. These other sites are not under the control of the Team, are not monitored or reviewed by the Team, and the Team is not aware of the contents of such sites.

The Team may not be held liable for the contents of external links. The Team is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the contents or any transmissions received through such sites. The Team has no liability for such third party sites and the Customer's usage of them.

The Team under no circumstances takes responsibility for any damages, losses, expenses, which have been arisen directly or indirectly by individuals or legal entities act or omission, who somehow are in contractual relationship with the Team (as an example brokers, introducing brokers, any other partners). Especially if there is any technical breakdown during the operation of the Website or the web-hosting service used by the Team, the Team shall not be liable for any damages, losses, expenses, which have been arisen indirectly or directly from these disfunctionalities.

## **2. Technical & System Requirements**

The Team shall not be liable for any damages, losses, expenses, which have been arisen directly or indirectly from any technical disfunctionality of the Product.

These kind of limitation of functionality can have several reason, including, but not limited to:

- the Customer's computer that does not meet the minimum technical requirements specified in User's Guide;
- incorrect download and/or install process;
- broker restrictions;
- trade execution time and quality;
- missing historical data;
- loss of or fluctuations in heat, light, or air conditioning;
- unstable or no internet connection, internet or network restrictions;
- an interruption of communications systems or other hardware or software malfunction.

The Team under no circumstances express or imply any warranty, that the operation of the Product will be uninterrupted, timely, or error free.

### **3. Risk Disclaimer**

Any live trading the Customer does, does it for his/her own responsibility.

Big Bull FX has profit potential, but it has also huge risk potential. Therefore this kind of trading is not recommended for everyone. Before the Customer invests any amount of money, it is practical that the Customer informs himself/herself carefully about the opportunities and risk from a lot of various aspects (financial, legal, fiscal etc.) Before the Customer starts trading in the foreign exchange market, the Customer should assess the his/her trading and investment goals, knowledge, trading experience and his/her personal risk tolerance. Any transaction involves risks including, but not limited to, the potential for changing political and/or economic conditions, that may substantially affect the price or liquidity of a currency. Because of the facts mentioned above the Team's advice is: the Customer should risk only that amount of money that the he/she can afford to lose. The Customer should aware of all possible risks related to trading currencies on margin online.

The Product is only a trading software, which has been developed by the Team. All information, which has been given by the Team on the Website or via the Product is for educational purposes only and it is not intended to provide financial advice. The Team can not advise the Customer or makes any comment concerning the nature, risk or suitability of any trade, transaction or investment strategy. Any statements, descriptions which can be found in the User's Guide shall not be deemed as financial advice. The Team does not guarantee the accuracy and verity of these descriptions.

Furthermore, the Customer agrees with the following article, which is almost the same as the 4.41 rule of the U.S. Commodity Futures Trading Commission.

*HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL*

*TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN. THE RISK OF LOSS IN TRADING FOREIGN EXCHANGE (FOREX) CAN BE SUBSTANTIAL. THE CUSTOMER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR HIM/HER IN LIGHT OF YOUR FINANCIAL CONDITION. THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN FOREX TRADING CAN WORK AGAINST THE CUSTOMER AS WELL AS FOR THE CUSTOMER. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.*

Bear in mind, the past performance of any trading system or methodology is not necessarily similar or indicative of future results. The hypothetical performance results have certain limitations. The simulated results do not represent actual trading. 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 the actual results subsequently achieved by any particular trading program. Hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. The Team does not warrant that any account will achieve profit or losses similar to those shown.

All information on the Website falls, including, but not limited to attributes and descriptions related to the Product and/or the Team and/or any other third parties, under subjective judgement. The Team does not warrant this information's accuracy and verity. These attributes and descriptions shall not to be considered as advertisements. Only the Customer is liable for the understanding and interpretation of all information.

Any statements, statistics and representations about profits or income, expressed or implied on the Website do not represent a guarantee. The Team does not warrant that any account will achieve profits or losses similar to those showed on the Website. The Team does not give any kind of income/profit guarantee to the Customer in connection with using the Product.



The Customer is an independent and self-directed investor. The Customer acknowledges that he/she, alone, shall be responsible for determining the suitability of his/her investment choices and strategies, and the Customer clearly understands that the Product is an automated trading system. Trades are executed automatically, so trades do not require human intervention, but the Customer can change some of the Product's settings according to the Customer's preferences. The Team does not take any responsibility for the Customer's personal manual settings or any of its consequences. Therefore, the Customer alone is responsible for his/her trading results.

The Customer acknowledges that the Team shall assume no responsibility for his/her investment decisions. The Customer shall not hold the Team or any of its employees, affiliates, partners, staff liable for investment decisions.

The Customer agrees that the Team is not liable for any damage, loss, expense, including but not limited to any trading losses on the Customer's account, which may arise indirectly or directly from the usage of the Product.

The Team shall not be liable to the Customer for any losses, damages, expenses incurred by the Customer for any reason, including but not limited to lost profits, trading losses and similar damages.

Under no circumstances shall the Team be liable to the Customer for direct, indirect, incidental, consequential, special or exemplary losses, damages, expenses, liabilities, demands, charges and claims of any kind or nature whatsoever, arising from or relating to the Agreement, the Website, the Product or your use or misuse of the Product or any other services provided by the Team (exceptions are represented in this Agreement I. and II.1. and II.2.).

The Customer acknowledges that the Team warrants only the delivery of the Product. The Team under no circumstances warrants any profit on the Customer's trading accounts.

The Customer agrees that he/she is responsible for any kind of damages, loss, expense arising indirectly or directly from using the Product or related anyhow the working of the Product.

The Customer understands and accepts the Team will not be held responsible for the completeness, reliability or accuracy of the information (including, but not limited to texts, graphics, statistics, links) available on the Website. The Team may not be held liable for any damage or loss that arises directly or indirectly from any use of this kind of information.

By purchasing the Product the Customer agrees to hold the Team and everybody who is involved in developing, production and distribution of the Product free from any responsibility (except to the obligations, which have been represented in this Agreement I. and II.1. and II.2.). The Team excludes all liability for causing damage except liability for intentional tort and for tort resulting in loss of life, or harm to physical integrity or health.

#### **BEAR IN MIND!**

The provisions of the Agreement (including but not limited to provisions about liability) are also applicable for the members, managing directors of the, especially if they are software dealers or vendors of the Product too.

If someone initiate a lawsuit against a Team or member of a Team in connection with the Product, or in case of any action of damages or any other claim against the Team or against a member of the Team in connection with the Product, the Team as a company, as a legal entity is liable. The Team as a company, a legal entity takes over the responsibility for these claimes mentioned above.

### **III. Usage of the Product**

1.The Product is for the Customer's personal use only. The Product is available for individuals only. The Product's trading sizes are limited to a volume of 500.000 units per trade per

account. In case of the Customer would like to extend this limitation, the Customer should contact the Team.

The Customer may only use the Product on his/her own personal account. The Customer shall not use the Product on third party accounts, or on Money Manager Accounts and PAMM accounts.

If the Customer would like to use the Product on a Money Manager Account, the Customer will need to purchase separate licenses for each individual trader. The Customer will also have to pay the vendor royalties for any income generated from Money Manager Accounts with the Product.

2. The Customer shall not permit others to use his/her license to operate the Product in any manner. If the Customer attempts to share his/her license (or login ability to the server) with any others, the Team shall irrevocably terminate the Customer's license to operate the Product without any refund.

One of the files needed to login to the Team's server contains an unique license number and the Team can easily detect, whether this license has been shared and whether unauthorized parties are trying to access the Team's server.

3. The Customer shall not distribute, copy, reproduce, exchange, modify, sell, or transmit anything from the Website.

4. The Customer shall not and shall not permit others to reverse engineer, decompile, disassemble, derive the source code of, modify, or create derivative works from the Product, or copy, distribute, publicly display or publicly perform the Product anyone who not authorized.

5. The Customer shall not use the Product to engage in or allow others to engage in any illegal activity.

6. The Customer shall not sell the Product or charge others for the use of the Product. The Customer shall not sell signals from this Product or broadcast its signals in any way whatsoever.

7. The Customer shall not use the Product to engage in any activity that will violate the rights of third parties, including without limitation through the use, public display, public performance, reproduction, distribution or modification of communications or materials that infringe copyrights, trademarks, publicity rights, privacy rights, other proprietary rights, of rights against defamation of third parties.

8. The Customer shall not share the Product on any forum or online community.

#### **IV. Breach of Agreement & Termination of Agreement**

1. The Customer hereby represents and warrants that the Customer will not violate any of the requirements of the Agreement.

The Team hereby represents and warrants that the Team will not violate any of the requirements of the Agreement.

2. Upon any breach by the Customer or by the Team legal consequences of breach of Agreement are applicable according to law.

If the Customer breaches any provision of the Agreement, the Team reserves the right to assert a claim and/or initiate a lawsuit against the Customer and terminate the Agreement.

3. This Agreement is terminable at will by the Team with a written notice via e-mail with immediate effect in case of serious breach of an Agreement (including but not limited to assignment of the license, reproduction of the Product; reproduction of the Product's trades or the trading logic; usage of the Product's trades or trading logic as a basis of another Products; hacking or manipulating the Products or its code, changing the Product's code etc.). In these cases the Team terminates the Agreement immediately and the Team cancels the Customer's membership immediately. The Team is not liable for any losses, damages, expenses, which have been arisen directly or indirectly from terminating the Agreement and/or membership.

4. The Team has the right to terminate the Agreement with a three month notice period without any reason with a notification via e-mail. The consequences are specified in IV.3.

5. All provisions of this Agreement by which their nature extend beyond termination remain in effect until fulfilled and apply to respective successors and assigns (as an example: V., VIII.).

### **ATTENTION!**

The User does not have the right of withdrawal, because the Software, which has been shipped electronically, is a product, which can not be returned by its nature.

In case of a serious breach of the Agreement, termination of the defaulting act is not a necessary condition. A well-founded suspicion of a defaulting act can also establish a conventional reason for termination of the Agreement with immediate effect.

## **V. Intellectual property & copyright**

1. All materials on the Website, including but not limited to design, images, software, and text are protected by copyright.

2. The Customer shall not use the materials, except as specified herein. The Customer agrees to follow the instructions on the Website, limiting the use of the materials. Any unauthorized use of the materials on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable sources of law.

3. By accepting this Agreement, the Customer acknowledges that, the Team is the owner of all intellectual property rights in and to the Product including copyright, trademark, patent, trade secret and all proprietary rights that are existing throughout the world.

4. Reproduction or distribution of any material from the Website is only allowed with prior written extended permission from Team.

## **VI. Governing law & Jurisdiction**

1. This Agreement shall be governed by, and construed in accordance with the laws of the United Arab Emirates.

2. Questions not covered in this Agreement shall be governed by the law in the United Arab Emirates.

3. The Customer agrees that the courts of the United Arab Emirates shall have exclusive jurisdiction to determine any proceedings.

4. The Customer submits to the jurisdiction of United Arab Emirate courts. The Customer shall not bring any proceedings in any other court.

5. The Team makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws.

## **VII. Click2Sell System**

1. If the Customer purchases the Product (either from the Website or any third party's website), the payment is made through the Click2Sell System ([www.click2sell.eu](http://www.click2sell.eu)) (hereinafter: „Click2Sell”).

2. Click2Sell has separate Terms of Service and Privacy Policy. With the purchase of the Product the Customer accepts the Agreement and Click2Sell's Terms of Service and Privacy Policy as well. Therefore the Customer enters into two binding legal agreements with one purchase, one agreement with Click2Sell and one with the Team.

3. The Customer enters into the Agreement with the purchase without reference of the access path (Website, Click2Sell, third parties website etc.).

4. The Customer and the Team explicitly agreed that the Team does not take any responsibility for obligations undertaken by Click2Sell in its Terms of Service and Privacy Policy or in any other form. The Team is not obliged to do Click2Sell's duty.

5. To avoid doubt the Customer confirms that, the Customer does not have revocation right because the Product could not be returned because of its nature. Furthermore that Product is a downloadable product so the right of termination also terminates with downloading the Product.

6. Team does not take any liability related the the operation of the Click2Sell System or any content of the Click2Sell's website. If the Click2Sell System does not work properly (problems with payment, with delivery, extra fees, charges etc) only Click2Sell is liable for that.

7. The Team also excludes its liability in connection with the proper operation of the payment systems, which are available through the Click2Sell System. If these payment systems does not work properly, only the owner of the system could be liable for that. If the payment system websites have agreements, policies, terms of use etc. the Team could not be liable for the obligations in these documents. The Team especially excludes its liability related to refund or refund policies.

8. The owner of the PayPal Payment Gateway undertakes a 45 days money-back guarantee for the Customers, so called PayPal Buyer Protection Policy. But regard to the PayPal Buyer Protection Policy the Team does not undertake this guarantee for the Product. According to the PayPal Buyer Protect Policy if the Team has accurately described an item, but the Customer is just not happy with it, that doesn't qualify this kind of protection. Furthermore according to the PayPal Buyer Protection Policy, claims can only be made for physical goods that can be posted and are not prohibited. The digital or electronic downloads, software licenses and other non-physical goods are not covered by this Paypal Buyer Protect Policy. The Paypal Buyer Protect Policy is not applicable for the Product. The Customer hereby expressly accepts and admits that, the owner of PayPal Payment Gateway and does not undertake a money-back guarantee in connection with the Product.

9. If there is any discrepancy between Click2Sell's Terms of Service, Privacy Policy and the Agreement, the Agreement will prevail.

### **ATTENTION!**

Before the purchase, please read carefully the Agreement and Click2Sell's or any other third's parties agreements (Terms and Conditions, Privacy Policy etc).

### **VIII. Privacy Policy**

The Team has created this privacy policy to demonstrate the firm belief to the privacy of personal data provided by those visiting and interacting with the Website. The Team holds and protects the privacy of the collected information, especially the Customer's personal data in the highest regard in all circumstances. The Team takes the protection of the Customer's privacy and personal data serious according to the relevant data protection laws and regulations.

The Team's most significant principle related to data management: the Team does not trade or sell personal data. Furthermore the Team does not send data to any third party without the Customer's prior permission, unless the law requires it.

#### **Types of collected data**

During the purchase and installation processes the Team gains the Customer's following personal data:

- name;
- address;
- e-mail address.

After the registration at Members Area, during the operation and usage of the Product the Team gains the Customer's following personal data:



- data in connection with the Customer's registered account (account number, gained profit, balance of the account, time of the trades etc.)

Please, note that, the data in connection with the Customer's registered account could be the part of the Websites' content without mentioning the Customer's name or any other data, which could identify the Customer.

Furthermore, when the Customer visits the website, the Website uses data, collected on an aggregate basis as the Customer and others browse the Website. The Website utilizes a standard technology called "cookies" and web server log files to collect data about how the Website is used.

Besides the Team collects and stores automatically technical (internet browser type, operating system, referrers, IP etc.) data, which the Customer's Internet browser conveys.

### **Usage of the provided data**

The Team uses these data for purposes of administering business activities, providing the products and requested services, to process payment, to monitor the usage of the service, marketing and promotional efforts (as an example: sending newsletters, advertising) and improve content and service offerings, and customize the Website's content, layout, services, etc.

### **Cookies**

Cookies are usually small text files, given ID tags that are stored on the Customer's computer's browser directory or program data subfolders. Cookies are created when the Customer uses the browser to visit a website, that uses cookies to keep track of your movements within the site, help the Customer resume where he/she left off, remember the Customer's registered login, theme selection, preferences etc. The Website stores a corresponding file (with same ID tag) to the one the Team set in the Customer's browser and in this file the Team can track

and keep data on the Customer's movements within the Website and any data the Customer may have voluntarily given while visiting the Website.

Depending on the internet browser the Customer uses, the Customer has the possibility to set his/her preferences to refuse or block cookies.

### **Function of the cookies**

As the Customer visits the Website, the Website uses cookies to differentiate the Customer from other visitors. Cookies, in conjunction with the Team's webserver's log files, allow the Team to calculate the aggregate number of people visiting our website and which parts of the site are most popular. This helps the Team to gather feedback to constantly improve the Website and better serve the Website's visitors. Cookies do not allow the Team to gather any personal data about the Customer and the Team does not intentionally store any personal data that your browser provided to the Team in the Customer's cookies.

### **Sharing and selling data**

The Team does not share, sell, lend or lease any of the data that uniquely identify the Customer with anyone except to the extent it is necessary to process transactions or provide services that the Customer has requested. Personal data can not be assigned to certain persons by the Team. An unification of the personal data with other sources is not made.

### **Disclosure of data**

The Team may disclose data when legally compelled to do so, when that the law requires it or for the protection of the Team legal rights. The Team may also disclose account data, when the Team has reason to believe that disclosing this data is necessary to identify, contact or bring legal action against someone who may be violating our Agreement to protect the safety of the Team and the users.

### **Websites link to our website**

When the Customer uses a link to go from the Website to another website, the Team's Privacy Policy is no longer in effect. The Customer's browsing and interaction on any other website, including websites, which have a link on the Website, is subject to that website's own rules and policies.

The Team is not responsible for the practices employed by websites linked to or from the Website or the data or content contained therein.

### **BEAR IN MIND!**

Some of the provisions of the Privacy Policy are also applicable for the website's visitors, who does not buy the Product by the nature of the regulations (including but not limited to the provisions in connection with the cookies).

To correct the failures of data ingestion, which has been occurred, during the purchase process, please contact the Team via e-mail. For more information contact us.

The Customer's personal data will be stored, handled and processed on the Team's computers. The laws on holding personal data for the Team may be less stringent than the laws of the Customer's country of residence or citizenship.

### **IX. Miscellaneous**

1. The Team is a professional software developing team, and although the Team may provide information to the Customers, provided information does represent any kind of investment advice or trading recommendation. The Team offers professional trading softwares only.

2. The Agreement is a binding legal agreement between the Customer as an individual and the Team for the purchase and use of the Product. The Team and the Customer enter into the Agreement, when the Customer purchases the Product. With the purchase of the Product the Customer approves that, the Team can start to perform, right after the purchase. The

Customer understands and agrees to accept this Agreement is, legally, the same as manually signing this Agreement. The Team does not file the Agreement. The language of the Agreement is English.

3. In this Agreement the Team excludes or restricts its liability for breach of contract or for in case of a tort in several provisions (especially in Risk Disclaimer). Therefore the purchase price of the Product, which has been specified by the Team, is a reduced price (especially compared to the value and performance of the Product). In case of a refund the Team shall refund only this reduced purchase price, which has been paid by the Customer, as well.

4. By installing or downloading the Product the Customer represents and warrants that he or she is 18 years or older, and is capable entering into a binding legal agreement and has read, understood, and agreed to be bound by all provisions of this Agreement.

5. The Customer hereby declares that he/she is legally permitted to purchase and use the Team's products. The Team can not be held responsible for any damages or lawsuit against the Customer due to such regulations.

6. The Customer accepts that no fiduciary relationship is formed and no fiduciary duty is formed between the Customer and the Team by virtue of the Customer's purchase.

7. This Agreement constitutes the entire agreement with respect to the Customer's purchase of the Product and access to and use of the Website.

8. If any provision of this Agreement is deemed unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions. Some provisions because of its nature remain valid and enforceable, even after the termination of this Agreement (including but not limited to Risk Disclaimer). Hereby the Team and the Customer expressly waives from the right of avoidance.

9. The purchase price of the Product includes VAT. The Customer only shall pay the purchase price, therefore, the Customer does not have to pay any applicable charges, taxes for the Team. The Team only agrees to pay charges and taxes, which have been arisen in context of their scope of activity.

10. By purchasing the Product and agreeing to the provisions set forth herein, the Customer agrees to receive all communications from the Team via e-mail. All communications sent by the Team by any means shall be deemed to have been received by the Customer on the day, on which the Team has sent it. These communications will include, but not necessarily be limited to, confirmations of transactions, purchase statements, financial statements and other basic communications. The Customer agrees to advise the Team promptly of any changes to the Customer's e-mail address. Communications, notifications via e-mail or in some special cases via another electronical way, have to be deemed as written notifications. The Team uses the e-mail address and other availabilities, which have been specified by the Customer.

11. The Team uses English as an official language. The Team's documents (including but not limited to the Agreement, the User's Guide) are only available in English.

12. With this Agreement the Team and the Customer enter into a contract electronically. With the purchase of the Product, the Customer agrees to be bound by the Agreement, so the Agreement comes into being with the purchase. The Team does not save every Agreement, but the Agreement is available anytime on the Website. If a problem occurs during the contracting or during the ingestion of data, the Customer can correct the mistakes anytime at the Members Area. To avoid any doubt, Parties explicitly confirms that this Agreement is concluded by exchange of electronic mail or by equivalent individual communications.

14. Information on the Website are available for Customers and for non-customers too. Any offers that can be found on the Website from the Team are expressly not for individuals in countries in which the provision of the included content is prohibited. According to these facts each Customer and non-customer is responsible to inform themselves about and comply with any applicable laws and regulations before visiting the Website and/or purchasing the Product.

15. Although the Customer could purchase the Product from a software dealer or a vendor too, the Team as a company is liable for the performance of this Agreement.

16. Interpretation of terms:

In this Agreement:

„ **Click2sell**” shall mean a system used by the Team, through which payments will be made.

„**Customer**” shall mean a person, who has purchased the Product. In some provisions, where it can be implicitly applicable, Customer also shall mean a visitor, who only interacts with the Website, but has not bought the Product (as an example: Privacy Policy).

„**Money Manager Account**” shall mean an account, on which trusteeship activities are carried out.

„**PAMM**” shall mean a percent allocation management module/percent allocation money management. It is a software application, which is used predominantly by forex brokers to allow their clients to attach money to a specific trader managing one or more accounts appointed on the basis of a limited power of attorney.

„**Product**” shall mean all professional trading softwares, which had been developed by the Team (including but not limited to: Big Bull FX Robot)

„**Team**” shall mean a company, which had been established by the developers of the Product. The Team also shall mean the member's of the company (as individuals or as private entrepreneurs), especially if they are software dealers or vendors of the Product. If someone initiate a lawsuit against a Team or member of a Team in connection with the Product, or in case of any action of damages or any other claim against the Team or against a member of the Team in connection with the Product, the Team as a company, as a legal entity is liable. The Team as a company, a legal entity takes over the responsibility for these claims mentioned above. For more information, please, contact us.

„**User’s Guide**” shall mean a book of instruction, which contains the minimum technical/system requirements and explains, the installation process.

„**Website**” shall mean the website of the Team, which is available on <https://www.Bigbullfx.com/>

**ATTENTION!**

The Team reserves the right to modify the Agreement at any time for any reason (new technologies, relevant sources of law, business practices, visitor’s need etc.) or for no reason at all, in its sole discretion. The Customer is entitled to terminate the Agreement with a written notification within fifteen days of the modification date with an immediate effect. The modifications enter into force after fifteen days from the modification date. In case of a termination, the Team assumes no obligation to refund the price of the Product. The Team, therefore, requests the Customer to inform himself/herself about the applicable Agreement at each point in time. With the purchase of the Product the Customer agrees to be bound by these provisions until cancelling his/her membership and terminating the Agreement.

*This page has been modified on the 20st of July, 2016.*