TERMS OF USE

1. INTRODUCTION

1.1. These general terms and conditions ("Terms"), including the Privacy Policy and Cookie Policy, govern the relationship between Jay Labs Ltd., a company registered in the Commercial Register of the Republic of Bulgaria with the Registration Agency, with unified identification code 206970829, with its registered office and address: Sofia 1766, 251E Ring Road Street, Ring Tower, 15th floor, hereinafter referred to as the "Provider" and the Users in relation to the use of the Services. The Provider is registered under the Value Added Tax Act of the Republic of Bulgaria, with registration number BG206970829.

1.2. You cannot use the Services without accepting these Terms. Before using the Services, you must also read our Privacy Policy and our Cookie Policy, which are available on the Website and are included by reference in these Terms.

1.3. These Terms contain important information regarding your rights and obligations, as well as the terms, exceptions and limitations applicable to the Platform. Please read these Terms carefully before accessing or using the Services.

2. DEFINITIONS

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

2.1. Account: an account on the Platform, created by the User, which is limited for use by the User through Login Credentials;

2.2. API key: an application program interface (API key) is a unique identifier used to authenticate a user to an application interface;

2.3. Bot: has the meaning assigned to this term in paragraph 4.1;

2.4. Exchange: means a cryptocurrency exchange, which is indicated on the Platform and to which Bots can be linked;

2.5. Login Credentials: User's email address, password and other registration details necessary for creating and accessing the User's Account;

2.6. Party or Parties: The User and the Provider, referred to individually or collectively as the parties to these Terms;

2.7. Platform: the software platform, accessible at trader.junglebot.app, which allows Users to use Bots to automate the trading of cryptocurrencies on certain Exchanges.

2.8. Services: The Software, the Platform and the Website;

2.9. Software: the software accessible through the Platform, consisting of Bot(s) that Users can use to automate trading of cryptocurrencies on certain Exchanges and the Platform itself;

2.10. Subscription: has the meaning assigned to this term in paragraph 6.1;

2.11. Provider, We or Us: Jay Labs Ltd., a company registered in the Commercial Register with the Registration Agency, with a unified identification code 206970829, with its registered office and address: Sofia 1766, 251E Ring Road Street, Ring Tower, 15th floor;

2.12. Terms: these general terms and conditions, as amended from time to time;

2.13. User, You or Your: customers who use the Services;

2.14. Website: the website accessible at www.junglebot.app, which provides general information about the types of services and subscriptions offered by the Provider.

3. REGISTRATION AND ACCOUNT

3.1. To use the Platform, you must first create an Account and accept these Terms. You cannot use the Platform if you have not created an Account and have not accepted these Terms.

3.2. To start the registration process, please use the "Registration" function on the Website. You will be directed to the Platform where you can fill out an application form for your Account. To create an Account, you will be asked to provide certain registration details, including your full name, email address, your actual country of residence, your phone number, and your Discord username.

3.3. Once you have created an Account, you can log into the Platform with your Login Credentials. When you log in for the first time, a dialogue box with these Terms will appear. By checking the box "I agree with these Terms" and clicking the "Confirm" button at the end of this dialogue box, you make an electronic statement declaring that you are familiar with these Terms, accept them, and undertake to comply with them. Next to the box "I agree with these Terms" you will find a hyperlink, which directs you to the Terms. You can download a copy of the Terms in pdf format, save it on your device and/or print it as a hard copy.

3.4. When creating an Account, you must provide complete, accurate, and non-misleading information. You declare that you have full rights over the email address you provide to us and that you will bear personal responsibility for the use of such an email address for the purposes of creating and using an Account. You bear full responsibility for the accuracy of the data in your Account and agree to keep your account updated if any of the information you provided changes.

3.5. You agree that you will use the Account only for yourself and not on behalf of or for the account of another person. We are not responsible if another person uses your Account without your permission.

3.6. You agree not to disclose your Login Credentials to any other persons and to keep them strictly confidential at all times. You are solely responsible for keeping your Login Credentials safe. In this regard, you should choose a unique password that is not easy to guess.

3.7. We may, at our sole discretion, refuse to open an Account for anyone and/or require additional requirements for providing an Account. If we find or suspect that you are using an API key that is not yours, we may block or stop your Account and/or your use of the Platform.

3.8. You cannot deposit or withdraw cryptocurrencies or fiat money through your Account. All transactions executed through automated Bots on the Platform are performed solely at the Exchange level in the user's profile at the respective Exchange.

4. SOFTWARE

4.1. The Software, accessible through the Platform, consists of automated robots ("Bots") which allow you to automate your cryptocurrency trading 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 the Exchange, you must first create a personal API key on that Exchange through the account you have on the respective Exchange, and edit the settings of this personal API key. When you create the API key and edit its settings, you must limit its permissions in accordance with the instructions available on our Platform, including but not limited to, expressly exclude any transfer and any withdrawal permissions.

4.3. In our Services, we apply technical security measures, including data encryption during transfer, as well as encryption of sensitive information such as personal API keys and passwords, use of firewalls and filtering of malicious attacks. Despite our efforts to apply appropriate technical security measures, the risk of hacking attacks or security breaches cannot be ruled out for online services. Therefore, you are solely responsible for editing the settings of your personal API keys beforehand in accordance with the instructions on our Platform and for excluding any withdrawal or transfer permissions. This measure aims to help you protect your assets held by the Exchanges in case of a security attack, security breach, or another breach.

4.4. Once you are done with editing the settings of your API keys, you can proceed with configuring the Bot(s) settings through the Platform and creating trading rules for the Bot(s) to follow. You can configure the Bots by filling in certain parameters, setting limits for the financial exposure of each Bot and other configuration options shown on the Platform.

4.5. Once you have finished configuring the Bots, you can connect the Bots to your existing account on the respective Exchange(s) using your personal API key(s) on such Exchange(s). The operations of the Bot on the Exchange are dictated by the parameters you have set for this Bot through the Platform.

4.6. Trading parameters for Bots can be edited. You have to configure them before connecting the Bot to the Exchange. If you want to change the trading parameters of a Bot that you have already configured, you have to stop its operation manually through the Platform, modify the Bot's settings, and then reactivate the Bot's operations again.

4.7. You are solely responsible for filling in the trading parameters of the Bot(s). For avoidance of doubt, although we may occasionally provide information on the Website or the Platform about the best-performing Bots, this does not constitute advice for recommended settings of your Bots and their trading parameters.

4.8. The actions performed by the Bots are based on pre-established algorithmic or mathematical formulas within the parameters set by the User. The Bot does not have the ability to perform any actions and transactions with cryptocurrency without being configured by the User. For avoidance of any doubt, we do not provide investment, financial, or other advice, nor do we execute brokerage transactions on your behalf or provide investment intermediary services.

4.9. If you wish, you can manually execute through the Platform the "sell" function of a particular Bot (i.e., you can choose to sell certain crypto assets manually, instead of waiting for the Bot to automatically sell such assets). The "manual execution" function does not apply to "buy" orders.

4.10. You can stop the operation of a particular Bot through the Platform. It takes approximately 1-3 minutes for the Bot to stop operations.

5. FREE TRIAL PERIOD

5.1. Once you create an Account and accept these Terms, you will automatically receive 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 moment the User purchases a paid Subscription, whichever occurs earlier.

5.2. During the Free Trial Period, some functionalities of the Platform may be subject to limitations. We reserve the right to change the functionality of the Platform during the Free Trial Period, including but not limited to, the number of Bots, the number of positions and the maximum investment per position within the Free Trial Period.

5.3. We reserve the right to withdraw the option for a Free Trial Period at any time.

5.4. If the Subscription is canceled in accordance with paragraph 6.6, you will again gain access to a Free Trial Period, which will be available for you for a period specified on the Website /Platform, or until you purchase a paid Subscription, whichever occurs earlier.

5.5. When the Free Trial Period expires, you will continue to have access to your Account and your transaction history.

6.SUBSCRIPTION PLANS

6.1. If you wish to use the Platform in a manner other than through the Free Trial Period, you need a paid subscription to the Platform ("Subscription"). You can purchase a Subscription during the Free Trial Period. In this case, the Free Trial Period will be terminated, and your Subscription will start according to the terms of the Subscription.

6.2. We offer several Subscription Plans ("Subscription Plan"). Subscription Plans are available through the Platform. They vary in functionality, including a limit on working Bots, a limit on maximum positions, and a limit on maximum investment per position. A description

of the available Subscription Plans can be found on the Website and Platform. Your Account contains a history of your purchased Subscription Plans.

6.3. After you purchase a Subscription Plan, we will send a notice to you (by email or through the Platform) confirming the start date of your Subscription.

6.4. Subscriptions can have different billing periods, indicated on the Website/Platform and will be billed at the beginning of each billing period. The first billing period starts from the date your Subscription begins.

6.5. If your Subscription payment fails, you have a grace period indicated on the Website/Platform to make a new payment. During this grace period, you will be able to use the Subscription. If you have not paid for the Subscription by the end of the grace period, the Subscription will be terminated, and you will gain access to a Free Trial Period, which will continue for a period specified on the Website/Platform, or until you purchase a paid Subscription again, whichever occurs earlier.

6.6. Either of the Parties may terminate the Subscription before the end of the applicable billing period through the Platform. In case of termination, the Subscription will remain in effect until the end of the current billing period. After the expiration of the current billing period, you will no longer have access to a paid Subscription, but will automatically gain access to a Free Trial Period, which will be available for you for a period specified on the Website / Platform, or until you purchase a paid Subscription again, whichever occurs earlier.

6.7. If you make a purchase as a consumer, under the Consumer Protection Act you have the right to cancel a distance contract without giving a reason, without owing compensation or penalty and without paying costs, except the costs specified in the Consumer Protection Act. We draw your attention to the fact that as a Consumer you will receive access and if you wish, you may start using the Services and Subscription from its start date. Therefore, we inform you that by starting to use the Subscription before the expiry of the statutory 14-day cancellation period, you will lose your right to cancel the Subscription within this period.

6.8. If you wish, you can at any time upgrade your Subscription Plan by choosing a new one, available at the time of the upgrade. To upgrade your Subscription Plan, you will need to pay the difference in price between your initial and new Subscription Plan according to the chosen billing period. When you perform an upgrade of a Subscription, the start date of your billing period will be updated accordingly.

6.9. Either Party may terminate the Subscription at any time with immediate effect if the other Party materially breaches these Terms and/or applicable law.

7. PRICES AND PAYMENTS

7.1. The prices for Subscription Plans are available on the Website and Platform ("Prices").

7.2. The prices listed on the website do not include VAT unless otherwise indicated. VAT inclusive prices are determined based on the applicable tax rate in the User's jurisdiction. The User can check the Price with VAT on the Platform before purchasing a Subscription.

7.3. You will be billed for the Subscription at the beginning of each billing period, as provided in paragraph 6.4.

7.4. When you purchase a Subscription, you will be billed each billing period at the Price in effect at the time when you agreed to subscribe, regardless of whether that Price has been subsequently increased. In case your Subscription is cancelled and you decide to resubscribe later, you will be billed at the then-current Price for the Subscription.

7.5. The prices on the Platform are in fiat currency. Possible methods of payment with fiat currency are processed through PayPal or another platform, and include, for example, credit cards like Visa or MasterCard. By choosing a method of payment, you give us your permission to initiate a payment or a series of payments on your behalf via PayPal or another platform, as applicable.

7.6. If you wish, you have the option to pay the Subscription in virtual currency. The virtual currencies in which you can pay, as well as the prices of the Subscription in virtual currency (which we note may be higher than the prices in fiat currency), are shown on the Platform. If

you choose to pay in virtual currency, the payment can be made to an address published on the Website.

8. USE OF SOFTWARE

8.1. You must be at least 18 years old to use the Software.

8.2. You agree not to use the Services in a way that violates any applicable laws or regulations, including but not limited to financial regulations, regulations related to anti-money laundering measures, or tax regulations. You confirm that all the information provided to us by you is correct, complete, and does not violate any applicable laws or regulations.

8.3. You agree not to undertake, directly or indirectly, any of the following actions: using or attempting to use the Services for illegal activities and/or activities that violate applicable laws or regulations; using or attempting to use automated data extraction systems from the Website and/or the Platform ("screen-scraping"); infecting or attempting to infect the Website and/or the Platform with viruses, worms, or malicious software; sending unsolicited mail, spam, chain letters, unsolicited offers or advertisements of any kind and for any purposes; using or attempting to use an API key that does not belong to you; compromising or attempting to compromise the Services in any way; entering into any non-public / secure areas of the Platform (or other Services); researching, scanning, or testing the Platform (or other Services) or any other related system or network, or violating any security measures or authentication measures; making and distributing copies of the Platform (or other Services); attempting to sell, distribute, copy, lease, sublicense, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Platform (or other Services); or creating derivative works of any kind.

8.4. If you violate or attempt to violate any of the above restrictions, we have the right with immediate effect to temporarily or permanently deactivate any functionality of the Platform, as well as to cancel your Subscription.

9. ACCOUNT DELETION

9.1. If you do not wish to purchase a Subscription or your Subscription has expired and you want 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 this case, we may continue to store certain personal data provided by you in accordance with our Privacy Policy. In our Privacy Policy, you can read what personal data we collect from you, for what purposes, and how long such data is stored by us. You can find our Privacy Policy on our Website and the Platform.

10. USER'S RIGHT TO USE

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

10.2. Within the usage rights according to paragraph 10.1, you may not: 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 any of the Materials or any other software contained on the Website or on the Platform; transfer the Materials to another person or "mirror" the Materials on any other server.

10.3. If you breach or attempt to breach any of the above restrictions, We have the right with immediate effect to temporarily or permanently deactivate any functionality of the Platform, 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, a laptop, or a 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 make efforts to ensure that you can access the Platform at any time. Please note that there may be periods when the Platform may not be available due to planned or emergency maintenance. In the case of planned maintenance, you will be notified 7 days in advance. In the case of emergency maintenance, you will be notified as soon as possible.

11.3. Maintenance: We may occasionally change, remove, add, adapt, and/or test certain functionalities on the Platform necessary for its maintenance ("Updates"), including but not limited to security updates and/or updates for maintaining the Platform's compliance. During these periods we cannot be held responsible for the Platform's unavailability.

11.4. Modifications: We may occasionally modify the Platform by, among other things, updates, adding and/or removing functionalities to improve the Platform for Users, and/or to adapt the Platform to a new technical environment(s), and/or to increase the number of Users, and/or for other significant operational reasons ("Modifications"). You will be informed of such a 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 a case, you have the right to cancel your Subscription from the moment we inform you of the Modification or from the moment the Modification takes place, whichever is later.

11.5. We remind you of the warranty covering the compliance of digital goods and services according to the Law on Providing Digital Content and Digital Services and the Sale of Goods ("The law"). According to the Law, digital services must comply with the contract and objective compliance requirements, as indicated in the Law.

12. LIMITATION OF LIABILITY

12.1. Nothing in these Terms excludes liability for gross negligence or intentional behavior or other liability that cannot be limited or excluded under applicable law.

12.2. To the extent permitted by applicable law, We are not liable, whether contractually, tortiously, strict liability, or otherwise, for damages, including but not limited to any loss of revenue, profit, contracts, business, or anticipated savings or profits, loss of or damage to reputation, or any indirect damages, arising from or related to:

12.2.1. Unauthorized access to your Account and/or harmful actions resulting from your compromised Login Credentials or compromised access device to your Account;

12.2.2. Your configuration of Bot settings and/or any trading rules you introduced, including any financial loss or lack of financial reward, arising from and/or related to it;

12.2.3. Any incorrect or incomplete information provided by the User;

12.2.4. The use of the 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 keys;

12.2.6. Any functioning, availability, or unavailability of the Platform.

12.3. If any of the Parties is liable for any reason, the liability of this Party, whether contractual, tortious, or other liabilities, will be limited to the total amount of the price paid by the User for the Subscription in the previous 12 months.

12.4. Section 12 applies to all Users, regardless of their geographic location or jurisdiction.

13. RISKS

13.1. Trading risks: You acknowledge that you are a User who fully understands the risks associated with trading cryptocurrencies, including but not limited to the volatility of cryptocurrency market prices and that trading or owning cryptocurrencies can lead to substantial or complete loss. You guarantee that you are familiar with these risks and other risks of trading cryptocurrencies that may not have been enumerated on the Website or

Platform, and that it remains your responsibility to carefully assess such risks before using the Website or Platform.

13.2. Execution risks: You acknowledge that you understand that the Platform allows you to build automated trading strategies for yourself which are executed on third-party cryptocurrency exchanges. You alone are responsible for the trading strategies you create, and We cannot be held responsible for any damages resulting from these trading strategies. We are not a trading platform and do not provide services for storing or trading virtual currencies and services for exchange between virtual currencies and unsecured currencies. We are not responsible for any execution failures or other events related to a third-party trading platform.

13.3. No advice: The information provided on the Website or Platform does not constitute investment, financial, tax, legal, or any type of advice. We are not a broker, financial consultant, investment consultant, portfolio manager, or tax consultant. We do not provide recommendations for buying, selling, or owning your cryptocurrency, and we do not recommend any trading strategies. If you wish to receive such advice or a recommendation, 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, through the use of the Website and/or Platform. You acknowledge and agree that any trade made by you using the Platform is made at your own risk. All information contained on the Website or the 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 Platform may include advertisements and links to external sites. We have no control and do not endorse any content, goods, or services provided by such external sites. We have no liability and take on no liability for damages suffered by you as a result of using the services and/or goods of such external sites.

15. INDEMNITY

15.1. You agree to indemnify and defend us against all liabilities and/or damages resulting from claims by third parties regarding any damages suffered 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, PERSONS AND ENTITIES

16.1. You are not allowed to use the Services if: (i) you are in or are a citizen or reside in a jurisdiction that is subject to restrictions by the European Union, the United Kingdom, the United States; or (ii) you are included in the Consolidated Sanctions List of the UN Security Council, or (iii) if your use of the Services violates any applicable law or regulation; or (iv) you are in, or are a citizen or reside in a jurisdiction that is identified as a high-risk third country according to EU law or national laws.

16.2. You expressly confirm and declare that you are not in, are not a citizen, and do not reside in a jurisdiction considered a restricted jurisdiction or a high-risk jurisdiction according to EU law, the laws of the United Kingdom and/or the United States, and according to any other applicable national or international laws, regulations, or acts, and that you will not use the Services while in such jurisdiction.

16.3. We hereby inform you that we may implement measures to restrict access to the Services from any jurisdiction banned by this section 16, or otherwise prohibited or restricted by applicable national or international laws, regulations, or acts. You confirm that you will abide by this clause 16 and will not attempt to use the Services in such cases and/or to circumvent 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, their subject matter, or formation will be governed by and construed in accordance with the laws of the Republic of Bulgaria.

17.2. All disputes arising out of or in connection with these Terms, including but not limited to their validity, conclusion, performance, or termination, will be resolved by the competent Bulgarian court in Sofia in accordance with Bulgarian legislation.

17.3. If the User is a consumer within the meaning of applicable law, the User may address a consumer complaint to the Consumer Protection Commission (available at https://kzp.bg/elektronna-forma-za-podavane-na-zhalba-signal).

18. MISCELLANEOUS

18.1. These Terms may be modified by Us from time to time. When We change the Terms, We will notify You by email (to the email address provided in Your Account) within 7 (seven) days ("Update Notice"). If you do not agree with the changes in the Terms, you must notify us by email at support@junglebot.app within 1 (one) month after receiving the Update Notice. You will be considered to have accepted the changes if you do not notify us within the aforementioned one-month period and continue to use the Services.

18.2. If you have any questions or wish to contact us, you can do so at: support@junglebot.app. You can also contact us, including submitting a complaint, via our Discord server. When you create an Account, you will receive a link to our Discord channel that you can access and use to connect with us ("Discord Channel").

18.3. We may send you notices under these Terms in one of the following ways (i) by email to the email address provided by You in Your Account; and/or (ii) by posting a notice on the Website or on the Platform; and/or (iii) through our Discord Channel.

18.4. Notices sent by email take effect when the email is sent; notices posted on the Platform - at the time of posting, and notices sent via the Discord Channel - when the notice is sent. You are responsible for regularly checking 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 with the adoption, implementation, and modification of these Terms may be made electronically through electronic statements. The Parties agree that any communication between them in electronic

format and electronic statements from either Party through, among other things, actions on the Website and/or Platform and/or Discord Channel, including but not limited to creating an Account, sending emails and notifications, and any other electronic statements from either Party, including these Terms and their acceptance, are considered signed with an "electronic signature" within the meaning of Article 3, point 10 of Regulation (EU) 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 an electronic signature has the value of a handwritten signature in their relations. By accepting these Terms, the Parties give their consent to consider the electronic statements made between them, signed with an electronic signature as equivalent to those signed with a handwritten signature.

18.6. The Parties agree that the Provider has the right to transfer all its rights and obligations under these Terms to a third party without the prior consent of the User. The transfer will not lead to a change in the Terms for existing Subscriptions, i.e. these Terms will continue to apply to such Subscriptions until the expiration of their term.

18.7. If any sentence, provision, or part of a provision of these Terms is or becomes invalid, illegal, or unenforceable, it will be deemed to be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such a change is not possible, the respective sentence, provision or part of the provision is deemed to be deleted. Any amendment or deletion of a provision according to this paragraph shall not affect the validity or performance of the rest of these Terms.

18.8. These Terms come into force on 1 May 2024. A copy of these Terms, as well as all previous versions can be found on the Platform.

Edit with AI