



## TERMS AND CONDITIONS

### **Version / Last Updated: January/2021**

Welcome to Anny.trade. We offer an online software as a service (SaaS) through our website <https://www.anny.trade> (the “Website”).

Our software (“Software”) allows you to trade and invest in crypto assets through an automated cryptocurrency trading robot (“bot”), which you have full control over and can configure as you wish or best suits you.

With Anny.trade you can expedite negotiations, by automating the reception of signals (“signals”) from signal providers, to send orders directly to the Exchanges.

These terms and conditions (the “Terms”) apply to the relationship between Anny.trade and you for any use of the Website and the Software that Anny.trade offers. You can't use the Software without accepting these Terms.

### **Definitions**

**Anny.trade:** It's a product developed and licensed by MECABOTS, a company incorporated under the Netherlands/Brazil's law. Anny.trade is also referred to as "we".

**User(s):** Individual private person (s) or legal entity that makes use of the Website or Software. Users are also referred to as "you".

**Software:** Technology system developed to allow users to configure buy and sell cryptocurrencies orders, for Exchanges available in the crypto market. The Software is available at <https://www.anny.trade>.

**Signals:** Information provided by third parties (signal providers) that evaluate the cryptocurrency market and provide users with signals and trading opportunities. Users have the option to configure the Software in such a way that it will automatically buy and sell cryptocurrencies based on Signal information.

**Telegram:** Cloud-based instant messaging service, which enables Anny.trade to receive buy and sell orders from end-users to Exchanges.



## **Registration and personal account**

If you'd like to use our website and software, please visit <https://www.anny.trade>. You will need to register and create a personal account.

You must protect your account login details and keep your password strictly secret. We will assume that all actions taken on your account are done by you or under your supervision.

You agree to provide updated, complete and accurate information about your account. You agree to promptly update your personal account as necessary, so we can contact you if necessary.

All questions and directions transmitted to the contacts entered in your personal account will be considered received by you.

## **Offers and prices**

All offers and free trials on the website are voluntary. As long as free offers and trials are used, they are always subject to these Terms.

Prices on the site do not include taxes and expenses.

Prices for using Anny.trade may be adjusted annually, always in the first calendar month of each year. Prices may also be readjusted with the availability of software updates, which means implementing new features or technology using Anny.trade.

## **Subscription and payment**

You need a subscription in order to use the website and the software. Subscriptions are offered for a fixed amount per month and / or per year. You can get a subscription at <https://www.anny.trade>.

Anny.trade offers different subscription plans. Each plan differs in the number of positions, currencies selected frequency of market scanning and the amount of support. You can find all plans at <https://anny.trade/#pricing>.

Anny.trade will give the user access to the software immediately after the subscription is completed. Users can use and configure several signals within the Software based on a subscription and can subscribe to several third party signal providers.



The subscription amount will be billed automatically each month. The payment methods are those shown on the website and may be changed without prior notice, and it's up to the user to make the necessary adjustments for billing, and the unavailability of balances for payment will generate an automatic suspension of the service.

A monthly subscription will be made on a recurring basis and will continue for a month-to-month period unless the user cancels the subscription before the expiration of the paid period.

The cancellation request will result in interruption of the use of the system and suspend the monthly billing in relation to the subsequent period, with no proportional refunds being granted in relation to the current month.

For the calculation of the monthly usage period, the day of contracting the system or upgrading the contracted version will be considered.

An annual subscription will be automatically extended upon expiration for the same period unless the user cancels the subscription before the expiration of the paid period. The user can cancel the subscription until the end of the term already paid. The user account will remain active for the period the user has already paid.

## **Fair use of our website and software**

By using our site and software, you declare to be at least 18 years old.

You may not use the website and the software in such a way that you violate Dutch/Brazilian law (according to nationality in the registration and/or billing country) or any other applicable laws and regulations.

As a condition of using the website and the Software, you agree not to provide any information that is incorrect, inaccurate, incomplete or in violation of any law or regulation. In addition, you agree that you will not allow third parties to:

1. enter any non-public / secure area of the website or software;
2. send viruses, worms, junk mail, spam, chain letters, unsolicited offers or advertisements of any kind and for any purpose;
3. investigate, scan or test the Software Website or any other related system or network, or breach any security or authentication;
4. use any automated software system to remove data from the site ("screen-scraping");
5. make and distribute copies of the website or software;
6. attempt to sell, distribute, copy, rent, sublicense, lend, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, damage or misuse the website or software;



7. Disrespect the rules and terms of use to which you may have agreed, of signal providers and exchanges;
8. or create derivative works of any kind.

You cannot create an account with someone else's name or act like someone else in any other way. If it's a corporate account, only the legal representative may trade with the corporate account. It's the account user's responsibility to ensure that only authorized people have access to the account. If you receive other users' personal data or other sensitive information, you will keep that information confidential.

Anny.trade has the right to block your account (temporarily or permanently) and deny the website access if we suspect account or site abuse. We may also block your account or deny access to the platform if you do not comply with these Terms, including the conditions and policies mentioned herein.

## **Relationship with third-party software**

To enable trades with crypto assets, Anny.trade needs the user data to access the trading platform, and the user needs to have an open, active and properly released account with at least one of the Exchanges in order to enable the interface, as disclosed on the website.

Anny.trade doesn't have access to any trading information that wasn't originated and/or finalized through the software, being user's responsibility if he wants greater usage interactions, orders need to be entered directly to Anny.trade.

## **Privacy**

Anny.trade respects your privacy and anticipates the General Data Protection Regulation (GDPR). When you make use of our website and software, we collect certain personal data from you. In our Privacy Policy, you can read what personal data we collect and for what purposes. You can find our privacy policy here: <https://anny.trade/privacy>

## **Intellectual Property**

Anny.trade is licensed and owns all intellectual property rights acquired and related to the Software, such as - but not limited to - patents, patent applications, trademarks, trademark applications, database rights, trade names, copyrights, trade secrets, licenses, domain names, know-how, proprietary rights and processes (“Intellectual Property Rights”).



Anny.trade grants its Users a non-transferable, non-exclusive, revocable license intended for the fair use of the website and the Software on a subscription basis as offered by us at <https://anny.trade>. You are not permitted to access website and software content for any other purpose, such as selling or distributing the website and software contents.

## **Website and software availability and disclaimer of warranties**

The website and software are available on desktop and mobile devices running iOS and Android. Anny.trade will use reasonable efforts to make the Website and the Software available at all times.

However, the user acknowledges that the website and the software are provided over the Internet and mobile networks and therefore their quality and availability may be affected by factors beyond Anny.trade's reasonable control.

Anny.trade doesn't accept any responsibility for the unavailability of the Website and Software, or any difficulty or inability to download or access content, or any other failure in the communication system that may result in the unavailability of the Website or Software.

Anny.trade is not responsible for any support or maintenance in relation to the website or software, as well as in relation to signal providers and exchanges. Anny.trade may, at its own discretion, update, modify or adapt the Website and the Software, modifying their functionality, in order to improve the user experience. Anny.trade is not responsible for any downtime resulting from these actions.

Likewise, considering the integration of Anny.trade through Telegram, any transient outages, whether of any nature, as well as communication failures in the interfaces with the signal and exchange providers, are not Anny.trade's responsibility, being It is certain that the greatest efforts will be made to restore the stability of the system.

## **Helpdesk**

Anny.trade has a helpdesk where the user can ask questions about the website and the software, making it clear that Anny.trade will only give advice on the functioning of the website and the software, since all operations and other interactions between the signal providers and exchanges are the sole responsibility of the user.

## **Personal / Financial Investment Advice & Legal Notice**



Anny.trade explicitly DOES NOT:

- Provide users with any personal advice.
- Provides users with any personal advice on recommended signal settings;
- Anny.trade can upload general tutorials and videos on the website, about its operation and the software, in order to facilitate and guide the user experience in using the software.
- All tutorials, videos and templates submitted by Anny.trade are general and do not contain personal and/or financial advice. The use of alerts is the sole responsibility of the user.
- Users can connect Anny.trade to a signal provider group. Signals are not provided by Anny.trade, but by external providers. The use of signals is the sole responsibility of the user.

## Risks

The user is aware of the risks associated with the possession, trade and use of crypto assets, and assumes full responsibility for these risks.

## Responsibilities

Anny.trade is not responsible for any damage (direct or indirect) you may suffer as a result of using the Website or Software or the content provided. For example, Anny.trade is not responsible for:

- the proper functioning of (hyper) links provided by the website or software;
- the quality of any template containing signal configurations provided by Users on the Site;
- the (lack of) financial benefit to Users through the use of the Site or Software;
- any situation in which the user's mobile device, login details and/or password are stolen and any third party subsequently makes use of the website or software without the user's consent;
- any damage or alteration to Your equipment, including, but not limited to, computer equipment or mobile device as a result of the installation or use of the Site or Software;
- failure to comply with any obligation of Anny.trade under these Terms when such failure is due to events beyond Anny.trade's reasonable control.

Considering that Anny.trade promotes the intermediation of transactions reported by signal providers to exchanges, any failures or lack of success in transactions will not be Anny.trade's responsibility, which will always inform the user about the need to confirm the success of the transaction, being the sole responsibility of the user to make the necessary interventions, considering their preference for use and negotiation.

Trading information on the Exchange is carried out through the user's instructions and settings or received by the signal providers that the user has previously authorized, without any interference by Anny.trade that hasn't been expressly determined by the user.



## **Indemnification**

Users will indemnify, defend and hold Anny.trade harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorney's fees) arising from third party claims about: any damage resulting from the User's behaviour related to the use of our website and Software; and violation by the user of these Terms or violation of any applicable law or regulation.

## **General terms**

Anny.trade reserves the right to change these Terms. When they are changed, the User will be notified to subscribe again, consenting to the new conditions established. By continuing to use the website, the user acknowledges the most recent version of these Terms.

If we do not apply these Terms, it will not be construed as consent or waiver of the right to apply them at a later time or against another User.

Users may not transfer the rights and obligations of these Terms to third parties.

## **Complaints, comments and suggestions**

Anny.trade strives to provide the best possible service. If you have a complaint, comment or suggestion, you can contact us at [support@anny-trade.zendesk.com](mailto:support@anny-trade.zendesk.com). Please provide your contact details, a description and a clear reason for your complaint. Complaints are usually processed within 7 business days.