



## TERMS AND CONDITIONS - SIGNAL PROVIDERS

**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 crypto assets through a bot ("bot") native on telegram ("telegram"), which facilitates the control and configuration of crypto assets orders within the trading platforms ("Exchanges").

With Anny.trade, signal providers can distribute their "signals" to the "users" through a bot by automating the sending of 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/Brasil'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, through platforms 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 crypto-assets market and provide users with signals and trading opportunities. Through Anny, users can configure and parameterize Signal information in such a way that it will automatically create buy and sell crypto-assets orders.

**Provider:** Partner that assesses the market and provides users with signals and trading opportunities. Partners are also referred to as "you".



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

## **Signal provider platform registration**

If you'd like to be a partner and use Anny to send your signals to users, visit: <https://www.anny.trade>. You must protect your account login details and keep your password strictly secret. We will assume that all signals will be provided by you or under your supervision, and all damages resulting from this action are your full responsibility.

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.

After the registration's approval, Anny.trade will provide you with support to submit and manage signals with the service level that relates to your partnership qualification.

Users who sign up to receive the signals and register with you will be entitled to have the signals monitored for a period of 3 (three) days if subscribed to the starter plan, and 5 (five) days if they have contracted the pro plan.

## **Service price and relationship with users**

Unless otherwise stipulated by a contract, there is no financial relationship established between you and Anny.trade. However, Anny.trade reserves the right to change its policy, establishing financial conditions for the continuity of the partnership.

Special conditions may also be established to provide a dashboard with improvements or implements, new features or technologies, upon contracting through the platform.

There is no limitation regarding the number of Anny.trade users. However, if there is any need for a system, this number may be limited, and accesses available will be informed.

## **Signal provider responsibilities**

It's the signal provider responsibility, among the others described in these Terms:



1. Only communicate targets that can be reached by a percentage of users previously established by Anny.trade, that is, the configuration sent must be able to be used by a significant number of users;
2. Don't send signals created by other robots that have not undergone human verification and duly proven validation;
3. Present a good performance, according to criteria informed by Anny.trade; and
4. When calculating and disclosing the results, only account targets that have been effectively met, duly verified and confirmed by Anny.trade.

Any non-compliance or non-compliance with these established criteria will allow Anny.trade to unilaterally discontinue the partnership, without any encumbrances or obligations arising therefrom.

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

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.

If you receive personal data or confidential information from users, you will keep this information secret, and its distribution to third parties or use for any other purpose, other than for purposes related to sending signals to users through the platform, is strictly prohibited.



Anny.trade has the right to block your access, temporarily or permanently, and cancel the partnership, if any type of abuse is suspected, without prejudice to taking other remedial measures that it deems appropriate.

## **Privacy**

Anny.trade respects your privacy and anticipates the General Data Protection Regulation (RGPD), thus, in order to accept these Terms of Use, you must also have adequate terms with users, through your Terms of Use.

For this reason, you must inform which personal data you will collect from users and for what purposes, as well as how to use, store and process them.

## **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 signal providers a non-transferable, non-exclusive, revocable license intended for the distribution of signals to users through the website and the Software on a subscription basis accepted by the users and 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 signal provider 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.

The provider, in this regard, is also responsible for collaboration and assistance to restore operation, if any intervention or modification is necessary in the interface and other criteria related to the signals.

## **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.

However, when you register as a signal provider, you must also provide support and guidance to users on how to configure Anny, especially with regard to the market scenario and the signal's objective.

## **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 provider's behaviour related to the use of our website and Software, as well as distributing the signal; and violation of these Terms or any applicable law or regulation.

## **General terms**

Anny.trade reserves the right to change these Terms. When they are changed, the provider will be notified to subscribe again, consenting to the new conditions established. By continuing to use the website, the provider 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 provider.



Providers 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.

Anny.trade.