

## **Cornix Terms of Use**

Last modified: July 2022

Welcome to Cornix!

The Services (as defined below) are provided to you by Cornix 10 Ltd. ("**Company**") through its applications and on its website located at cornix.io (collectively, the "**Platform**"). These Terms of Use govern your use of the Services.

Please carefully read these terms of use ("**Terms**") as well as our privacy policy which we may update from time to time, a current version of which is available [here](#) ("**Privacy Policy**").

By accessing the Services, you agree to the Terms and Privacy Policy. "**User**" means a user of the Services. If you do not agree to the Terms and Privacy Policy, you should stop using the Services immediately.

We may revise the Terms at any time without notice by updating the Terms on our Platform. You should periodically visit these Terms to review the current terms that apply to your use of the Services. Any use of the Services by you after our publication of any such changes shall constitute your acceptance of these Terms as modified. We may, at our sole discretion and at any time, discontinue providing the Services, or any part thereof without notice.

### **Use of the Services**

The Company is the owner of a proprietary software service that allows its end users to create and configure multifaceted trades for execution on third-party online cryptocurrency exchanges by creating their own trading models or following signals ("**Signals**") from various third party group leaders through channels which are integrated or created within Company's software service provided on its Platform (the "**Services**")

The Services are not, nor should they be considered as, the provision of investment advice, portfolio management, financial advice, cryptocurrency exchange or custody or any other financial service, or investment services or activities, or ancillary services under any applicable law, or endorsement of any third party providing one of the aforementioned activities. The Services are not regulated by financial or investor protection laws and you will not benefit from protections and remedies which available to clients of regulated services against any damages arising from your use of the Services. The Services pose a high risk of financial loss and you should consider seeking independent and professional advice before using them.

You expressly acknowledge and agree that Company does not endorse or recommend any signal providers or any third party marketplaces that are integrated with the Services. Company is not responsible for activities of any signal providers or cryptocurrency marketplaces (including, among others, with respect to contents generated by signal providers or the execution of trading orders) and shall not be held liable for losses incurred by interacting with such third parties using the Services.

In order to use the Services you may be required, at Company's sole discretion, to undergo and successfully pass know-your-customer (KYC) and customer due diligence procedures or screening, or execute and deliver to the Company, or to any other entity on its behalf, transaction documents related to the Services under any applicable laws, including any anti-money laundering and counterterrorism financing laws in any jurisdiction.

Use of and access to the Services is void where prohibited by law or by Company policy.

The use and access to the Services is specifically prohibited for citizens, nationals, residents (tax or otherwise), or any person, legal or natural, organized in, or national card holders of each of, among others: (i) China, Russia, Vietnam, Ecuador, Algeria, Columbia, Bolivia, Turkey, Egypt, Israel, North Macedonia, Nepal, North Korea, Iran, Lebanon, Syria, Morocco, Canada, United Kingdom, United States of America (USA); or (ii) a country or territory that is the subject of country wide or territory wide sanctions, embargoes, or other restrictive measures administered or enforced by any country or government or inter-governmental organization; or (iii) any other jurisdiction which prohibits the use of the Services or receipt of Services or any such similar activity (collectively, the "**Restricted Jurisdictions**") or any other Restricted Persons are not permitted to use or access the Services. The term "**Restricted Persons**" refers to any person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is: (i) established or lawfully existing under the laws of a Restricted Jurisdiction; or (ii) is listed on a sanctions list by the governments of the United States or Israel.

By using the Services, you represent and warrant that you have reached the age of majority both in the territory you reside in and in the territory of your citizenship, and in addition that you have reached the age of 18, and that your use of the Services does not violate any applicable law or regulation.

### **Consideration**

In order to use the Services you will have to register and may be required to pay the fees indicated on the Platform for the applicable Services ("**Subscription Fee**").

The Subscription Fee may be reasonably changed from time to time, in our sole discretion, with fourteen (14) days' notice on our Platform. If the Subscription Fee is raised more than twenty percent (20%) in any given month we will request User's consent thereof.

### **Third Party Links**

Use of the Services on our Platform involves linking to social media pages and websites belonging to third party service providers. We have no control over any third party service providers' social media pages and websites, and all use of third party service providers' social media pages and websites is at your own risk, including but not limited to any financial websites. Additionally, Company cannot accept responsibility for any payments, orders or transactions processed or submitted through such third party service provider, or for the privacy policies of any such pages and websites. Company is not responsible or liable in any manner whatsoever for content available by means of such third party service provider pages and websites. Company does not endorse any products offered by any third party service provider and we urge our Users to exercise caution in using any third party service providers' social media pages and websites.

### **Intellectual Property**

The Company owns (or has valid authorizations or licenses required for) the Platform, as well as the materials provided through the Services (except for the Signals, which are not owned, licensed, managed, or offered in any manner whatsoever by the Company), including all worldwide intellectual property rights in the Platform, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services or any content appearing on the Platform. You will not

remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Company or any third party.

You may not or attempt to: (i) decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform; (ii) circumvent, disable, or otherwise interfere with security related features of the Platform or features that prevent or restrict use or copying of any content; (iii) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; or (iv) harvest, collect or mine information about Users of the Services.

### **No Warranty**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AND THE COMPANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE). INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (WHETHER UNDER APPLICABLE LAW OR OTHERWISE).

THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT YOUR ACCESS TO THE SERVICES WILL BE ACCURATE, FREE OF ERROR, COMPLETE, UNINTERRUPTED, CONTINUOUS, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM IS FREE OF VIRUSES AND BUGS. THE COMPANY MAKES NO REPRESENTATION CONCERNING THE FULL OR PARTIAL FUNCTIONALITY, ACCURACY, OR RELIABILITY OF ANY CONTENT, INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICES.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS; OR ANY LOSS OR ANY DAMAGE, ARISING FROM YOUR USE OF THE SERVICES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO YOUR AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES. IN THE EVENT OF ANY COMPLAINT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVICES.

YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION AND RISK.

YOU CONFIRM THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, SUSPENSION OF OR DISCONTINUANCE OF THE SERVICES.

YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF THE FORM OF ACTION, WHICH YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE COMPANY SERVICES OR THESE TERMS OF USE, MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

### **Indemnification**

You hereby agree to indemnify and hold the Company, its officers, directors, employees, or agents harmless for any claims, matters, complaints, costs, liabilities and actions arising out of your use of the Services, including but not limited to: (i) your failure to comply with applicable laws; (ii) any claim of infringement or misappropriation of any third party rights, including but not limited to any privacy rights or intellectual property rights in the Services; (iii) your breach of these Terms; or (iv) your use or misuse of the Services. You agree to promptly notify the Company of any third party claims and fully cooperate with the Company in defending such claims at your sole expense. You further agree that, at Company's sole discretion, the Company shall have control of the defense or settlement of any such claims

### **Miscellaneous**

These Terms shall be governed by, and interpreted in accordance with the law of Israel. Any action to be brought in connection with these Terms shall be brought exclusively in the courts of Tel-Aviv-Jaffa, Israel and you irrevocably consent to their jurisdiction. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision that most closely achieves the effect of the original provision, and the remaining provisions of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Company or authorizes you to act on behalf of Company. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment shall be null and void. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of these Terms in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose. Any translation of these Terms of Use is provided solely for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language and in the event of a dispute, the English language version shall prevail. Any translation provided may not accurately represent the information in the original English language version of these Terms.

### **How to Contact us?**

The best way to get in touch with is to contact us at: [support@cornix.io](mailto:support@cornix.io). We'd love to hear your questions, concerns, feedback, or complaints about our Services. When contacting us we request that you include identifying information such as your name and email address, and the issue for which you have feedback, questions, or complaints, so we can address your matter appropriately.