END USER LICENSE AGREEMENT (EULA)

THE JAZZ FINTECH (BROKTRADING LTD)

A Cyprus Limited Liability Company

Registration Number: HE 342927

Last Updated: 19/01/2026 | Version 2.0 (MoR Edition)

THE JAZZ FINTECH (BROKTRADING LTD), HE 342927, Orfeos Street 2B, office 201, 1070 Nicosia, Cyprus
Tel: +357 99189640, Email: info@thejazzfintech.com

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IMPORTANT - READ CAREFULLY

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL CONTRACT BETWEEN YOU ("LICENSEE", "USER", "YOU") AND BROKTRADING LTD ("LICENSOR", "COMPANY", "WE", "US", "OUR"), A PRIVATE LIMITED LIABILITY COMPANY INCORPORATED UNDER THE LAWS OF THE REPUBLIC OF CYPRUS, WITH REGISTERED OFFICE AT ORFEOS STREET 18B, 1070 NICOSIA, CYPRUS, CYPRUS, AND REGISTRATION NUMBER HE 342927, OPERATING UNDER THE TRADING NAME THE JAZZ FINTECH.

PAYMENT AND PURCHASE NOTICE: All purchases of licenses are processed by our Merchant of Record ("MoR").

The MoR acts as the seller of record for payment purposes. However, this EULA governs your use of the software and is between you and the Company, not the MoR.

BY CLICKING "I ACCEPT", DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

ARTICLE 1 - DEFINITIONS

"Access Keys" means unique license keys, activation codes, or digital credentials issued to enable use of the Software.

"Authorized Device" means a device on which you are authorized to install and use the Software per your License Type.

"Documentation" means user manuals, guides, and materials relating to the Software.

"Expert Advisor" or "EA" means automated trading software programs designed to execute trades on Trading Platforms.

"Dashboard" means the Company's proprietary trading dashboard desktop software and web app.

"License" means the rights granted under this EULA to use the Software.

"License Fee" means fees payable for the License, processed through the Merchant of Record.

"Merchant of Record" or "MoR" means Creem, the third-party that processes payments and acts as seller of record. Creem means:

> Armitage Labs OÜ whose registered office address is at Telliskivi Street 57b/1, Tallinn 10412, Estonia.

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"Software" means the Expert Advisors, Dashboard, Access Keys, and related components licensed under this EULA.

"Trading Platform" means third-party platforms (MT4, MT5) on which EAs operate.

"Update" means modifications, enhancements, bug fixes, or new versions of the Software.

ARTICLE 2 - GRANT OF LICENSE

2.1 License Grant

Subject to this EULA and confirmation of payment from the Merchant of Record, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) Download, install, and use the Software on authorized devices; (b) Use the Software for your own internal purposes; (c) Use Access Keys to authenticate the Software.

2.2 License Types

License types include: (a) Single User License: One individual; (b) Enterprise License: Number of users within one legal entity, to be agreed on case-by-case basis; (c) Monthly Subscription: Recurring one-month term; (d) Quarter Subscription: Recurring three-months term; (e) Annual Subscription: Recurring twelve-month term.

2.3 License Activation

Your license is activated upon: (a) Successful payment processing by the MoR; (b) Receipt of Access Keys from the Company (where applicable) or generated by the user; and, where applicable, (c) Activation of Access Keys in the Software.

2.4 Payment Through Merchant of Record

All License Fees are paid to and processed by the Merchant of Record. The Company receives confirmation of payment from the MoR before activating your license. Your payment relationship is with the MoR; your license relationship is with the Company. Billing inquiries should be directed to the MoR; license inquiries should be directed to the Company.

2.5 Reservation of Rights

All rights not expressly granted are reserved. The Software is licensed, not sold.

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ARTICLE 3 - LICENSE RESTRICTIONS

3.1 Prohibited Actions

You shall not: (a) Copy, reproduce, or duplicate the Software; (b) Modify, adapt, or create derivative works; (c) Reverse engineer, decompile, or disassemble the Software; (d) Remove proprietary notices; (e) Rent, lease, sell, sublicense, or transfer the Software; (f) Use for third-party benefit or service bureau; (g) Develop competing products; (h) Violate applicable laws; (i) Transmit malicious code; (j) Circumvent security features; (k) Share Access Keys; (l) Exceed authorized device/user limits; (m) Use for illegal purposes; or (n) Cause the Software to become subject to open source requirements.

3.2 Reverse Engineering

Reverse engineering is prohibited except to the extent expressly permitted by applicable law. If permitted by law, contact us first for information.

3.3 Audit Rights

We may audit your use to verify compliance. If non-compliance is found, you shall pay additional fees plus audit costs.

ARTICLE 4 - INTELLECTUAL PROPERTY

4.1 Ownership

The Software, including all code, algorithms, designs, documentation, and IP rights, is owned exclusively by the Company or its licensors. The Software constitutes valuable trade secrets.

4.2 No Transfer

This EULA transfers no ownership. You acquire only limited license rights.

4.3 Third-Party Components

The Software may include third-party components under separate licenses. These are provided "as is."

4.5 Trademarks

You may not use Company trademarks without prior written consent.

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ARTICLE 5 - UPDATES AND SUPPORT

5.1 Updates

We may release Updates at our discretion. Subscription licensees receive all Updates during their active subscription. All Updates are subject to this EULA.

5.2 Automatic Updates

The Software may update automatically. You consent to automatic updates by using the Software.

5.3 Technical Support

Support is provided per our SLA and support policies. Support includes chatbot support, email support, ticket support and community forums.

5.4 End of Support

We may discontinue support with or without software discontinuing with 3 months notice.

ARTICLE 6 - DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY, ITS AFFILIATES, PARTNERS, AND THE MERCHANT OF RECORD DISCLAIM ALL WARRANTIES INCLUDING:

(a) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE, NON-INFRINGEMENT;

(b) WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE;

(c) WARRANTIES THAT SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR VIRUS-FREE;

(d) WARRANTIES THAT SOFTWARE WILL MEET YOUR REQUIREMENTS;

(e) WARRANTIES THAT DEFECTS WILL BE CORRECTED;

(f) WARRANTIES REGARDING TRADING RESULTS OR OUTCOMES;

(g) WARRANTIES REGARDING ACCURACY OF DATA OR INFORMATION.

NO GUARANTEE OF TRADING RESULTS: THE COMPANY MAKES NO WARRANTY THAT USE OF THE SOFTWARE WILL RESULT IN PROFITS. TRADING INVOLVES

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SUBSTANTIAL RISK OF LOSS. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 Exclusion of Damages

THE COMPANY, ITS AFFILIATES, PARTNERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCLUDING: LOSS OF PROFITS, REVENUE, DATA, TRADING LOSSES, BUSINESS INTERRUPTION, COMPUTER MALFUNCTION, UNAUTHORIZED ACCESS, FAILED TRADES, OR MARKET LOSSES.

7.2 Liability Cap

THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES SHALL NOT EXCEED THE GREATER OF: (A) AN AMOUNT EQUAL TO THE AVERAGE CALCULATED ON THE TOTAL FEES PAID BY YOU TO THE COMPANY (VIA THE MoR) DURING THE PREVIOUS 12 MONTH OF THE CLAIM (NET OF ANY ALREADY DISBURSED COSTS FROM THE COMPANY'S, INTER ALIA, FOR TAXES, AND/OR MoR's FEES; THE LIST IS NOT EXHAUSTIVE); OR (B) NINETY EUROS (€90).

7.3 Essential Purpose

These limitations form the basis of the bargain, represent reasonable risk allocation, and apply even if remedies fail.

7.4 MoR Liability

The Company is not liable for MoR actions, errors, or omissions including payment processing issues.

ARTICLE 8 - INDEMNIFICATION

8.1 Your Indemnification Obligations

You agree to defend, indemnify, and hold harmless the Company, its Affiliates, Partners, the Merchant of Record, and their respective officers, directors, board members, shareholders, executives, managers, employees, agents, representatives, contractors, successors, and assigns from all claims, damages, losses, costs, and expenses arising from:

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(a) Your use or misuse of the Software;

(b) Your violation of this EULA;

(c) Your violation of any law or third-party right;

(d) Your trading activities or losses;

(e) Your data or content;

(f) Your negligence or fraud;

(g) Disputes with third parties including brokers and prop firms;

(h) Unauthorized use of your Account or Access Keys;

(i) Fraudulent chargebacks; and

(j) Any damage to third parties from your use.

8.2 Survival

Indemnification obligations survive termination and extend to all management, directors, officers, and representatives as third-party beneficiaries.

ARTICLE 9 - TERM AND TERMINATION

9.1 Term

This EULA is effective from first use and continues for the License Term. Subscriptions auto-renew unless cancelled through the MoR portal.

9.2 Termination by You

You may terminate by: (a) Ceasing use; (b) Deleting all copies; (c) Deleting Access Keys; and (d) Notifying us. Cancel subscriptions through the MoR portal (if available) or any other MoR's related tools.

9.3 Termination by Company

We may terminate if: (a) You breach this EULA; (b) Payment fails (as reported by MoR); (c) You become insolvent; (d) We are Required by law; or (e) We discontinue the Software.

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9.4 Effects of Termination

Upon termination: (a) All rights cease; (b) You must delete all copies; (c) Access Keys are deactivated; (d) No refunds are provided except for refund terms; (e) Outstanding amounts remain due; and (f) Account data may be deleted.

9.5 Survival

Definitions, restrictions, IP rights, disclaimers, limitations, indemnification, and dispute provisions survive termination.

ARTICLE 10 – CONFIDENTIALITY

10.1 Definition of Confidential Information

For the purposes of this EULA, **"Confidential Information"** means any non-public information, whether disclosed orally, in writing, electronically, or otherwise, relating to the Software, including but not limited to:
(a) the Software itself, its source code, object code, algorithms, architecture, workflows, models, logic, and underlying technology;
(b) technical documentation, specifications, manuals, roadmaps, and development plans;
(c) security measures, authentication methods, access credentials, APIs, keys, and system configurations;
(d) business, commercial, financial, pricing, marketing, or strategic information of the Company; and
(e) any other information designated as confidential or which, by its nature or circumstances of disclosure, should reasonably be understood to be confidential or proprietary.

The User expressly acknowledges that the Software constitutes **Confidential Information and trade secrets** of the Company, protected under applicable intellectual property and unfair competition laws.

10.2 Confidentiality Obligations

The User undertakes to:

   (a) **hold all Confidential Information in strict confidence** and not make it available, directly or indirectly, to any third party;
   (b)
      not disclose, publish, distribute, license, sell, transfer, or otherwise communicate any Confidential Information to third parties without the prior written consent of the Company;

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(c)

    use the Confidential Information solely for the purposes expressly permitted under this EULA and strictly in accordance with its terms;

(d)

    protect the Confidential Information with at least the same degree of care as used to protect its own confidential information of a similar nature, and in any event with no less than reasonable care;

(e)

    implement appropriate technical, organizational, and security measures to prevent unauthorized access, disclosure, copying, or misuse of the Confidential Information; and

(f)

    promptly notify the Company in writing upon becoming aware of any actual or suspected unauthorized access, disclosure, loss, or breach of Confidential Information, and cooperate fully with the Company to mitigate any resulting damage.

10.3 Permitted Disclosures and Exceptions

The confidentiality obligations under this Article shall not apply to information that the User can demonstrate with appropriate written evidence:

(a) is or becomes publicly available through no breach of this EULA;
(b) was lawfully known to the User prior to its disclosure by the Company and without any confidentiality obligation;
(c) is lawfully obtained from a third party who is not bound by a confidentiality obligation with respect to such information;
(d) is independently developed by the User without reference to or use of the Confidential Information; or
(e) is required to be disclosed by applicable law, regulation, court order, or competent authority, provided that, to the extent legally permitted, the User gives the Company prompt prior written notice of such requirement and cooperates with the Company to seek protective measures or limit the scope of disclosure.

0.4 Survival of Confidentiality Obligations

The obligations set forth in this Article shall **survive the termination or expiration** of this EULA for an indefinite period, or for as long as the Confidential Information remains confidential or qualifies as a trade secret under applicable law.

10.5 Remedies and Injunctive Relief

The User acknowledges that any breach of this Article may cause **irreparable harm** to the Company for which monetary damages may be an inadequate remedy. Accordingly, the

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Company shall be entitled, in addition to any other remedies available at law or in equity, to seek **injunctive or equitable relief** without the necessity of proving actual damages or posting a bond.

10.6 No License or Waiver

Nothing in this EULA shall be construed as granting the User any license or rights in or to the Confidential Information, except as expressly provided herein. Any failure or delay by the Company in enforcing this Article shall not constitute a waiver of its rights.

ARTICLE 11 - GOVERNING LAW AND DISPUTES

11.1 Governing Law

This EULA is governed by Cyprus law. Your payment relationship with MoR may be governed by different laws per MoR terms.

11.2 Arbitration

Disputes shall be resolved by binding arbitration under CAMC rules in Nicosia, Cyprus, in English.

11.3 General Injunctive Relief

Either party may seek injunctive relief to protect IP or confidential information.

11.4 Payment Disputes

Payment disputes should first be directed to the MoR per their dispute procedures.

11.5 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Entire Agreement

Entire Agreement: This EULA, with referenced documents and MoR terms, is the entire agreement between you and the Company.

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12.2 Amendments

We may modify this EULA at any time. Material changes will be notified 30 days in advance. Continued use constitutes acceptance.

12.3 Waiver

No failure to exercise any right operates as a waiver. Waivers must be in writing.

12.4 Severability

If any provision is invalid, it shall be modified to the minimum extent necessary or severed, with remaining provisions continuing in effect.

12.5 Assignment

You may not assign these EULA without our consent. We may freely assign.

12.6 Notices

Notices shall be in writing. Company notices to your registered email are effective upon sending. Your notices to us should be sent to compliance@thejazzfintech.com.

12.7 Force Majeure

Neither party shall be liable for failure or delay due to circumstances beyond reasonable control, including: natural disasters, pandemics, war, terrorism, strikes, government actions, cyber attacks, power outages, telecommunications failures, MoR service disruptions, and third-party service failures.

12.8 Language

This EULA is drawn up in the English language, which shall be the governing language for all purposes of interpretation.

Any translation of this EULA into another language is provided for convenience only and shall have no legal effect. In the event of any inconsistency or conflict between the English version and any translation, the English version shall prevail.

Notwithstanding the foregoing, where mandatory provisions of applicable law or requirements of a competent court or authority in the Republic of Cyprus require the use of the Greek language, the Greek version shall prevail solely for such mandatory purposes.

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For the avoidance of doubt, the parties expressly agree that the English language version shall be the reference version for all contractual, commercial, and interpretative purposes, including in any arbitration proceedings, save where Greek is mandatorily required by law.

ARTICLE 17 - CONTACT INFORMATION

Company Contact:

THE JAZZ FINTECH (BROKTRADING LTD)

Registered Address: Orfeos Street 18B, 1070 Nicosia, Cyprus, Cyprus

Email: info@thejazzfintech.com; info@pfarmour.com

Legal: compliance@thejazzfintech.com

Websites: www.thejazzfintech.com; www.pfarmour.com

Registration Number: HE 342927

Merchant of Record (Payment/Billing): *Creem*

Website: https://www.creem.io

Support: support@creem.io

BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

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