

# **SERVICE LEVEL AGREEMENT**

## **(SLA)**

### **THE JAZZ FINTECH (BROKTRADING LTD)**

*A Cyprus Limited Liability Company*

Registration Number: HE 342927

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

## SECTION 1 - INTRODUCTION

### 1.1 Purpose

This Service Level Agreement (SLA) defines service commitments for products including Expert Advisors, Trading Dashboard desktop software and web app, and Access Keys by **BROKTRADING LTD** ("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**.

### 1.2 Scope

This SLA covers: (a) Availability of services (Dashboard desktop software and web app, EAs, Access and Activation Keys, licensing servers); (b) License delivery and functionality; (c) Customer support; (d) Software updates.

This SLA does NOT cover: (a) Third-party services (trading platforms, brokers, prop firms, data providers); (b) Your hardware/software/connectivity; (c) Issues from misuse; (d) Force Majeure; (e) Free trials/beta; (f) Merchant of Record payment processing systems.

### 1.3 Merchant of Record Notice

Payment processing is handled by our Merchant of Record ("MoR ") Creem.

Creem means:

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

The MoR has its own service levels and uptime commitments which are separate from this SLA. For payment system issues, contact the MoR directly.

## SECTION 2 - SERVICE AVAILABILITY

### 2.1 Service Availability and Uptime Calculation

The Company will use commercially reasonable efforts to make the Service available on a continuous basis. Service availability ("Uptime") is measured on a monthly basis and calculated as follows:

Monthly Uptime Percentage =

$$\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \times 100$$

For the purposes of this Agreement, “Downtime” means a complete unavailability of the core Service caused solely by systems under the Company’s direct control, resulting in the Customer being unable to access the Service for its intended purpose.

The following events shall not be considered Downtime and are expressly excluded from the uptime calculation:

- Scheduled maintenance, upgrades, patches, or updates, provided that reasonable advance notice is given (normally at least 48 hours, where practicable);
- Emergency or security maintenance, including actions taken to prevent data loss, security breaches, cyber incidents, or regulatory risks;
- Events of force majeure or circumstances beyond the Company’s reasonable control, including but not limited to natural disasters, acts of government, failures of telecommunications or internet infrastructure, or widespread power outages;
- Issues caused by the Customer, including misuse of the Service, failure to comply with documentation or system requirements, or Customer-side hardware, software, or connectivity problems;
- Failures or interruptions attributable to third-party services, providers, or platforms, including but not limited to hosting providers, cloud infrastructure, data feeds, payment processors, APIs, marketplaces, or Merchant of Record (MoR) systems.

Subject to the exclusions above, the Company targets a Monthly Uptime Percentage of 99.9%.

For the avoidance of doubt, the stated uptime level **does not constitute a guarantee of uninterrupted or error-free operation**, nor does it create an obligation to meet any specific availability threshold in any given month.

The Company may perform **scheduled maintenance**, updates, upgrades, patches, or other operational activities that may temporarily affect availability. Emergency maintenance and actions taken to protect the integrity, security, or regulatory compliance of the Service may be carried out without prior notice.

Any calculation of uptime, including any reference to a maximum potential downtime formula, is indicative only and subject to the exclusions and limitations set out in this Agreement and the applicable SLA.

Failure to meet the indicative uptime target shall not constitute a breach of this Agreement. Any remedies, including any service credits, (only if expressly provided on case-by-case basis), shall

be governed solely by the applicable SLA schedule and shall constitute the **Customer's sole and exclusive remedy**, with no further liability attaching to the Company.

Without prejudice of provisions of Articles 6, 9 and 10 of Company's Terms and Conditions on Refunds, Disclaimers, Warranties, Liabilities Limitations and caps, in the event that the Monthly Uptime Percentage falls below this level, the Customer may be eligible to receive service credits, calculated on case-by-case basis. Service credits shall constitute the Customer's sole and exclusive remedy for any failure to meet the uptime commitment, and the Company shall have no further liability in connection with such unavailability.

## 2.2 Maintenance

The Company may perform scheduled maintenance, including updates, upgrades, patches, and other operational activities, which may temporarily affect the availability of the Service. Where reasonably practicable, the Company will provide at least forty-eight (48) hours' advance notice of scheduled maintenance and will generally seek to carry out such activities during periods of lower usage.

In addition, the Company may perform emergency or unscheduled maintenance at any time where necessary to address security vulnerabilities, critical system issues, regulatory requirements, or other circumstances requiring immediate action. In such cases, the Company will use commercially reasonable efforts to provide notice as soon as reasonably practicable, taking into account the nature and urgency of the situation.

Any unavailability resulting from scheduled or emergency maintenance shall not be considered Downtime for the purposes of this SLA.

## SECTION 3 - CUSTOMER SUPPORT

### 3.1 Support Channels

Email: [info@pfarmour.com](mailto:info@pfarmour.com) or [info@thejazzfintech.com](mailto:info@thejazzfintech.com)

Ticket system: [www.pfarmour.com/ticket](http://www.pfarmour.com/ticket) system

Community forum: <https://discord.gg/T4KU9yNrm>

For payment/billing support, contact the MoR directly through links directly provided by MoR or at [support@creem.io](mailto:support@creem.io)

### 3.2 Support Hours

Hours	Days
09:00-18:00 CET	Mon-Fri

### 3.3 Response Times

Response times are assessed during the Company's applicable support hours and are limited to the initial acknowledgment of a customer inquiry or incident. For the avoidance of doubt, an acknowledgment shall not be deemed a resolution of the issue nor a commitment to resolve the matter within a particular timeframe.

## SECTION 4 - SOFTWARE UPDATES

### 4.1 Update Types

The Company may release different types of updates to the Software from time to time. These updates may include, without limitation:

- Security patches, consisting of critical security fixes released as necessary in order to address vulnerabilities or protect the integrity of the Software;
- Bug fixes, aimed at correcting errors, defects, or malfunctions identified in the Software;
- Minor updates, which may include general improvements, optimizations, and the introduction of new non-essential features; and
- Major releases, representing significant new versions of the Software that may introduce substantial changes, enhancements, or additional functionality.

### 4.2 Entitlements and Delivery

All Types of updates are included for Monthly, Quarter, Annual, and Enterprise Subscription, and delivered via pop updates (if enabled) provided by the Company through the inside the Dashboard desktop software and web app.

## SECTION 5 - SERVICE CREDITS

### 5.1 Eligibility

Service credits may, at the Company's sole discretion and only where expressly agreed in writing on a case-by-case basis, be made available to Customers holding a paid subscription in the event that an applicable uptime commitment is not met.

Service credits are not automatic, do not accrue by default, and shall never be available in connection with free trials, beta services, demonstrations, proof-of-concept access, or any free or promotional offering.

Any eligibility for service credits is subject to the Customer's full compliance with the procedures, requirements, and limitations set out in this Agreement and the applicable SLA.

Service credits, if granted, shall constitute the Customer's sole and exclusive remedy for any failure to meet uptime commitments, and no other remedies, claims, or liabilities shall arise in connection therewith. In any case, provisions of this clause apply without prejudice of provisions of Articles 6, 9 and 10 of Company's Terms and Conditions on Refunds, Disclaimers, Warranties and Liabilities Limitations and caps.

### 5.3 Process

Requests for service credits must be processed via [info@pfarmour.com](mailto:info@pfarmour.com) or [info@thejazzfintech.com](mailto:info@thejazzfintech.com) within 30 days from the incident, and must include account details and incident description. Approved credits shall be applied to next billing cycle via the MoR.

### 5.4 Limitations

Without prejudice of provisions of Articles 6, 9 and 10 of Company's Terms and Conditions on Refunds, Disclaimers, Warranties and Liabilities Limitations and caps, any service credits granted under this Section are subject to the following limitations:

- Service credits shall not exceed one hundred percent (100%) of the Monthly fees paid for the affected subscription period;
- Service credits are non-transferable, have no cash value, and may not be exchanged for refunds or other forms of compensation;
- Service credits may only be applied on a prospective basis and shall not be applied to past invoices, charges, or billing periods;
- Service credits are not available in respect of any excluded downtime, as defined in this Agreement or the applicable SLA;
- Service credits, if granted, shall constitute the Customer's sole and exclusive remedy in connection with any failure to meet uptime or availability commitments.

## SECTION 6 - MoR SERVICE LEVELS

Payment processing through Creem is subject to their own service levels and policies. We are not responsible for: (a) MoR system downtime; (b) Payment processing delays; (c) MoR-related issues. Contact MoR directly for payment service issues.

## SECTION 7 - EXCLUSIONS

This SLA does not apply to:

- Force Majeure;
- third-party services;
- your hardware/network; misuse; scheduled maintenance; beta features; free trials; attacks on your systems;
- failure to follow documentation;
- MoR payment systems;
- issues reported after 30 days.

**SERVICE CREDITS ARE YOUR SOLE REMEDY. THIS SLA DOES NOT MODIFY LIABILITY LIMITATIONS IN THE TERMS.**

## SECTION 8 - CHANGES

We may modify this SLA with 30 days notice. Changes shall be posted on Company's websites [www.thejazzfintech.com](http://www.thejazzfintech.com) and [www.pfarmour.com](http://www.pfarmour.com) .

## SECTION 9 - CONTACT

Technical Support email: Email: [info@thejazzfintech.com](mailto:info@thejazzfintech.com); [info@pfarmour.com](mailto:info@pfarmour.com)

Company Contact: THE JAZZ FINTECH (BROKTRADING LTD)

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

Websites: [www.thejazzfintech.com](http://www.thejazzfintech.com) [www.pfarmour.com](http://www.pfarmour.com)

Registration Number: HE 342927

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

Website: <https://www.creem.io>

Support: [support@creem.io](mailto:support@creem.io)