§ 1 Scope of Application, Provider, and Contractual Language

(1) These Terms and Conditions (hereinafter „T&C“) govern the contractual relationship between

Hubnex FZE

Business Centre, Sharjah Publishing City Free Zone

Sharjah, United Arab Emirates

Owner / Managing Director: Wilhelm Georg Bandi

Email: georg.bandi@hubnex-systems.com

License Number: 4428702.01

(hereinafter „Provider“)

And ist customers (hereinafter „Customer“ or „User“) regarding the use and download of the software solutions offered via the website hubnex-systems.com.

(2) The Provider’s offers via the website hubnex-systems.com are directed worldwide exclusively at consumers (private clients). A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or profession.

(3) The provision of the software and customer support are carried out internationally in multiple languages, with English being the primary and baseline language. These T&C are provided exclusively in German and English. In the event of any contradictions, discrepancies, or interpretation difficulties between the German and English versions, the English version shall always prevail and take legal precedence.

§ 2 Free Trial Period & Automatic Expiry (No Subscription Obligation)

(1) The Provider grants every new customer a one-time opportunity to test the trading software free of charge for a period of 30 days from registration (hereinafter „Trial Period“).

(2) Automatic Expiry: Upon completion of this 30-day Trial Period, the access to the software ends automatically. The software will be deactivated without further notice and will cease to function. Active cancellation by the Customer is not required.

(3) If the Customer wishes to continue using the software after the Trial Period has expired, they have the option to actively purchase one of the available paid performance packages (6-month or 12-month term). If the Customer takes no action, no costs or obligations will be incurred. The contractual term of the paid subscription only begins on the day of the actual purchase.

§ 3 Subject of the Contract, Package Options, and Provision (Download)

(1) The subject of the contract is the provision of a web-based, automated trading software solution utilized as Software-as-a-Service (SaaS). Following registration (or purchase), the software is released directly in digital format for download via the Customer's online user account. Delivery on physical data carriers does not occur.
(2) The software is offered in three different performance packages, which differ in their functional scope and technical features. The exact scope of performance is detailed in the current description on hubnex-systems.com.
(3) Switching to a higher performance package (upgrade) is permitted at any time during the current contract term. Switching to a lower package (downgrade) is permitted at the earliest upon expiry of the agreed minimum term (6 or 12 months).

§ 4 Function of the Software and Automated Trading

(1) The software provided by the Provider is a purely technical tool. The software never executes any autonomous actions without prior configuration by the Customer.
(2) Multiple Consent Requirement: Automated trades or the activation of an automated trading strategy will only occur after multiple, explicit, and separate confirmations and declarations of consent by the Customer within the software interface (e.g., by completing a multi-step activation process and consciously turning on the auto-trading mode).
(3) The Customer is solely responsible for the correct setup of parameters within the software as well as for providing a compatible and sufficiently funded account with their third-party broker.

§ 5 IMPORTANT RISK NOTICE AND COMPLETE DISCLAIMER OF LIABILITY

(1) NO INVESTMENT ADVICE: The Provider exclusively provides the Customer with a technical software tool. The Provider explicitly does NOT provide investment advice, financial services, or asset management. No content on the website or within the software constitutes an invitation or recommendation to buy or sell financial instruments at any time.
(2) RISK OF FINANCIAL TRADING: Trading financial instruments carries extremely high risks and can lead to the total loss of all invested capital. The Customer uses the software entirely at their own risk and peril, with full awareness of the potential for loss.
(3) EXCLUSION OF LIABILITY FOR RESULTS AND LOSSES: The Provider assumes absolutely NO liability for financial losses, damages, or lost profits incurred by the Customer as a result of using the software on their broker account. The Provider solely sells the technical functionality of the software and is at no time responsible for actual trading results or market developments.

(4) NO GUARANTEE OF SUCCESS: The Provider gives no guarantee or warranty regarding the achievement of specific returns or trading outcomes. Past performance or backtest results are purely hypothetical and are not a reliable indicator of future profits.

§ 6 Prices, Payment Terms, and Billing

(1) The prices for the three different performance packages are based on the current price overview on hubnex-systems.com. The stated prices are inclusive of any applicable statutory taxes and duties (e.g., EU VAT) based on the user's primary residence.
(2) Payment depends on the selected contract term:

If a 6-month subscription is selected, the total amount for the 6 months is due in advance.

If a 12-month subscription is selected, the total amount for the 12 months is due in advance.

(3) The Customer may use the international payment methods offered during the electronic checkout process (e.g., credit card, PayPal).

§ 7 Term, Renewal, and Termination

(1) The contract for a paid package is concluded for the fixed minimum term selected by the Customer during the purchase process, either 6 months or 12 months.
(2) Automatic Renewal: After the chosen minimum term expires, the subscription automatically renews for an indefinite period.
(3) Notice Periods: Following the renewal of the contract for an indefinite period, the Customer may terminate the subscription at any time with a maximum notice period of one month (or in accordance with the mandatory statutory requirements for consumer contracts in the User's home country).
(4) Terminations can be submitted in text form via email to georg.bandi@hubnex-systems.com or directly via the cancellation button inside the user dashboard.

§ 8 Statutory Right of Withdrawal for Consumers

Consumers with permanent residence in the European Union (EU), as well as in countries with comparable consumer protection laws, are entitled to a statutory right of withdrawal.

Information on the Right of Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day the contract is concluded.

To exercise your right of withdrawal, you must inform us (Hubnex FZE, Business Centre, Sharjah Publishing City Free Zone, Sharjah, UAE, Email: georg.bandi@hubnex-systems.com) of your decision to withdraw from this contract by means of an unequivocal statement (e.g., an email).

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and no later than fourteen days from the day on which we received your notification of withdrawal.

Premature Expiry of the Right of Withdrawal: The right of withdrawal expires prematurely in the case of a contract for the provision of digital content (software download) if the Provider has begun performance of the contract after the Customer has expressly consented to the Provider beginning performance before the expiry of the withdrawal period, and the Customer has acknowledged that they thereby lose their right of withdrawal.

§ 9 General Limitation of Liability

(1) The Provider is liable without limitation for damages resulting from injury to life, body, or health caused by a intentional or negligent breach of duty by the Provider, as well as for damages caused by intent or gross negligence.
(2) For any financial losses resulting from the speculative nature of financial trading (specifically trading losses on the Customer's broker account), liability is completely excluded in accordance with § 5 of these T&C.

§ 10 Dispute Resolution

The European Commission provides a platform for Online Dispute Resolution (ODR) for consumers within the EU, accessible at: https://ec.europa.eu/consumers/odr. The Provider is neither willing nor legally obligated to participate in dispute resolution proceedings before a consumer arbitration board.

§ 11 Governing Law and Jurisdiction

(1) The contractual relations between the Provider and the Customer shall be governed by the laws of the United Arab Emirates.
(2) Regardless of this choice of law, consumers shall continue to benefit from the mandatory consumer protection provisions and laws of their respective home country (or the country of their permanent residence), provided these are more favorable to the Customer.
(3) Should any individual provision of these T&C be or become invalid, the validity of the remaining provisions shall remain unaffected.

As of: June 2026