

Terms and Conditions of Use

Welcome to Trad3s.com (hereinafter also “Trad3s” or “we/our”). We offer a software as a service solution “SaaS”, hereinafter referred to as “the Software” through our website [Trad3s.com](https://www.trad3s.com) (the “Website”). The Software enables you (the “User”) to create trading rules and automate their operation on third-party cryptocurrency exchanges. These Terms and Conditions (the “Terms”) apply to the relationship between Trad3s and its Users for any use of the Website and the Software that Trad3s offers. You are not permitted to use the Website and the Software without accepting these Terms.

By accessing the Website, you are agreeing to be bound by these Terms of Service, all applicable laws and regulations, and you agree that you are responsible for compliance with any applicable local laws. If you do not agree with these Terms of Service, you are prohibited from registering, using, and subscribing to Trad3s’s Software. The materials contained on the Website are protected by applicable copyright and trademark law.

1. Definitions

1.1 Trad3s: Trad3s is a trademark used by Ontwik3ltuin B.V. to refer to its automated trading software that creates trading rules to operate on third-party exchanges. Trad3s trademark is registered under number: 1436788 at www.boip.int

1.2 User(s): individual consumers or legal entities making use of the Website or Software. Also referred to as “you”.

1.3 Software: developed and fully owned by Trad3s, the Software enables users to create various trading rules on a user-friendly digital interface.

1.4 Rules: trading strategies, built with indicators such as but not limited to price, volume, and market capitalization. The range of rules is subject to change in accordance with Trad3s’s future amendments to the interface.

1.5 Free Simulator: the simulator trial of the Software available to users for free for a 3 month period of time. The availability of rules and functionalities of the Software is limited in the Simulator Trial.

2. Registration and personal account

2.1 If you want to use our Website and Software, go to our Website [Trad3s.com](https://www.trad3s.com).

Terms and Conditions of Use

2.2 To have initial access to the Software, you will need to register and create a personal account. You can register using your personal email or opt to log in through your Google profile in order to use the Website and the Software.

2.3 You must protect the login details of your account and keep your password secret. We will assume that all activity from your account is carried out by you or under your supervision.

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3. Offers and prices

3.1 All offers and Demo trials on the Website are without obligations. However, all offers and free trials are always subject to these Terms.

3.2 Contingent on your jurisdiction, the prices on the Website can be either inclusive or exclusive of taxes and expenses.

3.3 We reserve the right to adjust the prices subject to the digital market conditions. You agree to any price changes that shall take effect immediately.

4. Free Demo Trial

4.1 Upon registration, you may use the Free Demo Trial whereby you would be entitled to use the Software Simulator for a period of 3 months from the time it is initiated. After this period the Simulator will be automatically disabled.

4.2 Some software functionalities are subject to limitations during the Demo Trial. Trad3s reserves the right to amend the structure, length, and availability of Demo Trial and trading rule options.

4.3 Trad3s reserves the right to introduce or withdraw the option for users to use the Software or Demo at any time.

5. Credits and payments

5.1 You need Credits to use our live trading Software and its range of functionalities.

5.2 Credits are offered on the basis of 1-to-1 with 1 Credit is equal to the value of 1 Euro.

5.3 Costs of Credits will be debited from the payment method you choose in the Payment Gateway. You will be required to pay a transaction fee(s) or it will be debited from the original value. You will receive the Credits you pay for, minus the transaction fee if it is not included. Credit transactions are non-refundable.

5.3.1. Whenever we face a chargeback on your credit card, we face costs. According to general chargeback rules, there is a fee attached to each transaction dispute. This fee is to be paid by you, the client, to cover chargeback administration costs. The acquiring bank has a lot of influence in determining the fee amount, as does your processor. Our type of service also affects the price tag, along with several other factors. Therefore the minimum chargeback fee, payable to us at any time we face a chargeback from your credit card is 250 Euros.

5.4 Trad3s will deduct 20% of the profit you make in credits. You must have credits to cover the profit of your liquidated position(s) or Trad3s will not close the trade(s). For example, if you have €100 in profit Trad3s will take €20 in credits or 20 credits.

5.5 By choosing our payment options, you grant your permission for us to initiate a payment or a series of payments on your behalf via a payment provider. All your payment details will be confidentially secured.

5.6 A Trad3s account can be deactivated if your account remains in a negative credit balance for 30 days or longer.

5.7 All Credits will expire and be lost if an account remains inactive with no trading activity for over 1 year since the last transaction.

5.8 A user can freeze an account and access on their exchange at any time by disconnecting their Trad3s account from the Exchange by removing the exchange connection in both Trad3s and at their exchange. Email support if you would like the account to be completely closed.

5.9 Data on a User's account may be subject to deletion at any time without notice. All user funds will not be affected since they are in the exchange

6. Cancellation

6.1 Users have the right to cancel their Demo Trial and Account at any time.

6.2 Trad3s reserves the right to refuse its services to anyone. Any account can be removed at any time without notice. All user funds will not be affected since they are in the exchange.

7. Refund Policy

7.1 Under no circumstance can we refund Credits. By using our platform you wave the right for a Credit refund. Before making a purchase for credits this condition is agreed to every time.

7.2 At all times, Trad3s reserves the right to retain the Credits that Users have paid for after 1 year of account inactivity.

8. Account Deletion

8.1 If you would like to terminate your activity on Trad3s and permanently delete your account and User details, you have a right to request the Trad3s Support Team to delete your account. Please contact us by message via our website.

9. Users License

9.1 This is the grant of a license, not a transfer of title, meaning you are entitled to temporarily access the Software during the Demo Trial, or alternatively, permanently with Live Trading. Under this license you may not: modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software contained on the Trad3s Website; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server.

9.2 This license shall be automatically terminated if you violate any of these restrictions and may be terminated by Trad3s at any time.

10. Disclaimer and representations

10.1 The materials on Trad3s's Website and chats are provided on an 'as is' basis. Trad3s makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

11. Limitation of Liability

11.1 Trad3s does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this site.

11.2 In no event shall Trad3s or its suppliers be liable for, including but not limited to, any damages for loss of data, financial losses, business interruption, and injury arising out of the use of or the omission to use any materials on the Website, even if Trad3s or a Trad3s authorized representative has been notified orally or in writing of the possibility of such damage.

12. Accuracy of materials

12.1 The materials appearing on Trad3s's Website could include technical, typographical, or photographic errors. Trad3s does not warrant that any of the materials on its Website are accurate, complete, or current.

12.2 Trad3s may make changes to the materials contained on its Website at any time without notice. However, Trad3s does not make any commitment to update the materials.

13. Links

13.1 Trad3s reserves the right to not fully review all of the sites linked to its Website and is not responsible for the contents of any linked site. The legitimacy and reliability of the data provided by the Websites referred to on Trad3s's Website is limited to the obligations to those Websites' operators.

14. Modifications

14.1 Trad3s may revise these Terms or its Website at any time without notice. By using this Website, you are agreeing to be bound by the then current version of these terms of service.

15. Trademarks

15.1 **TRAD3S.com** and our logos, product service names, slogans, and the Software are trademarks of Trad3s and may not be copied, imitated, or used, in whole or in part, without our prior written authorization. All other trademarks, registered trademarks, product names, and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

16. Restricted Locations, Individuals, and Entities

16.1 You may not use the Website and the Software if you are located in, or are a citizen or a resident, of any state, county, territory, or other jurisdiction that is embargoed by the United Kingdom, the United States of America, or the European Union, if you are an individual, an entity or a group listed on the United Nations Security Council Consolidated List, or where your use of the Website and the Software would be illegal or otherwise violate any applicable law.

16.2 You represent and warrant that you are not a citizen or a resident of a jurisdiction that is considered a restricted jurisdiction by EU Regulations or the laws of the United Kingdom or the United States of America and that you will not use any Services while located in any such jurisdiction.

16.3 Trad3s may implement controls to restrict access to the Website and the Software from any jurisdiction prohibited pursuant to this Section 15. You will comply with this Section, even if Trad3s's methods to restrict the use of the Website and the Software are not effective or can be bypassed.

17. Trad3s Investment Disclaimer

Terms and Conditions of Use

17.1 We Do Not Give Investment Advice. The information provided on this Website does not constitute investment advice, financial advice, trading advice, or any other sort of advice. You should not treat any of the Website's content as such. Trad3s does not recommend that any cryptocurrency should be bought, sold, or held by you. Nothing on this Website should be taken as an offer to buy, sell or hold a cryptocurrency. You should take reasonable steps to conduct your own due diligence and consult your financial advisory before making any investment decision. Trad3s will not be held responsible for the investment decisions you make based on the information provided on the Website, within the Software, or on any of Trad3s's public channels such as social media or otherwise.

17.2 Accuracy of Information. Trad3s will strive to ensure accuracy of the information listed on this Website, on our social media accounts including Twitter, Instagram, Telegram, Facebook, LinkedIn, or on any of our communication channels, although Trad3s will not hold any responsibility for any missing or inaccurate information. You understand that you are using any and all information available from Trad3s **AT YOUR OWN RISK**. You should take adequate steps to verify the accuracy and completeness of any information on the Website, on Trad3s's social media platforms, or on any other Trad3s communication channels.

17.3 Price Risk. The price of Bitcoin and other cryptocurrencies is highly volatile. It is possible for prices to increase or decrease by over 100% in a single day. Although this could mean potential profits, this also could mean potential losses. Only invest money which you are ready to lose. Cryptocurrency trading may not be suitable for all users of this Website. Anyone looking to invest in cryptocurrencies should consult a fully qualified independent professional financial adviser.

17.4 No Affiliation to Any Cryptocurrency. Trad3s is not affiliated in any manner with any cryptocurrency. Trad3s allows users to build automated trading strategies that get executed on third-party cryptocurrency exchanges. Trad3s safely stores the Users' information and does not disclose User data directly to cryptocurrency exchanges.

17.5 Execution Risk. Trading strategies set on Trad3s are executed on third-party-controlled exchanges. Trad3s is not a trading platform and does not store or trade cryptocurrencies. Any execution failures or other events related to third-party exchanges ARE ENTIRELY OUTSIDE OF TRAD3S'S control. Trad3s does not take any liability for failures related to third-party exchanges. Use of third-party exchanges is solely at your own risk. Any financial risks associated with your trading decisions are reserved to you only.

General

ALL INFORMATION CONTAINED ON THE WEBSITE AND ITS SERVICES IS FOR GENERAL INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON BY YOU IN MAKING ANY INVESTMENT DECISION. THE WEBSITE AND SERVICES DO NOT PROVIDE INVESTMENT ADVICE AND NOTHING ON THE WEBSITE AND SERVICES SHOULD BE CONSTRUED AS BEING INVESTMENT ADVICE. BEFORE MAKING ANY INVESTMENT CHOICE, YOU SHOULD ALWAYS CONSULT A FULLY QUALIFIED FINANCIAL AND/OR INVESTMENT ADVISER.

The Website and the Software include and/or may include advertisements and links to external sites and co-branded pages or promote Websites or services from other companies or offer you the ability to download software or content from other companies in order to provide you with access to information and services which you may find useful or interesting. Trad3s does not endorse such sites nor approve any content, information, legal or illegal emails (whether spam emails or not), goods, or services provided by them. Trad3s is not responsible for and does not control those Websites, services, emails, content, and software and cannot accept any responsibility or liability for any loss or damage suffered by you as a result of your use of its Website and services or of such external and/or co-branded sites.

Trad3s is unable to exercise control over the security or content of information passing over the network, and Trad3s hereby excludes all liability of any kind for the transmission or reception of infringing or unlawful information of whatever nature.

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