

IMMERSIVE FINANCE TRIAL LICENCE

1. OVERVIEW

1.1. This licence agreement (the “Licence”) is a legal agreement between you (the “Licencee”) and Immersive Finance Limited, a company incorporated in England and Wales whose company number is 11505251 and whose registered office is at 128 City Road, London, United Kingdom, EC1V 2NX (“Licensor”, “us”, or “we”).

2. IMPORTANT NOTICE

2.1. By using this service, you agree to the terms of this Licence which will bind you. If you do not agree to the terms of this Licence, we will not licence the service to you and you must discontinue use.

3. SERVICE SCHEDULE

3.1. The specific scope of this Licence is determined by the Service Module granted to you, as referenced in your Welcome Email.

Service Module Name	Trial Duration
Risk Management, Market Data, and BackTester Modules	14 Days
Risk Management, Market Data, and Alt-Coin IV Modules	21 Days
Tracking Portfolio Performance Module	365 Days

4. GRANT AND SCOPE OF LICENCE

4.1. In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a time-limited, non-exclusive, non-transferable licence to use the Service on the terms of this Licence.

4.2. You may access and use the Service for the purposes of a trial. Use of the Service is also granted by the Privacy Policy and Cookie Policy found within the application.

5. RESTRICTIONS

- 5.1. You shall not access, store, distribute, or transmit any viruses, or any material during the course of your use of the Service that:
 - 5.1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
 - 5.1.2. facilitates illegal activity;
 - 5.1.3. depicts sexually explicit images;
 - 5.1.4. promotes unlawful violence;
 - 5.1.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 5.1.6. is otherwise illegal or causes damage to injury to any person or property.
- 5.2. You shall not:
 - 5.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service (as applicable) in any form or media or by any means;
 - 5.2.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
 - 5.2.3. access all or any part of the Service in order to build a product or service which competes with the Service; or
 - 5.2.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. You acknowledge that all intellectual property rights in the Service throughout the world belong to us or our Licensors, that rights in the Service are licensed (not sold) to you, and that you have no rights in, or to, the Service other than the right to use it in accordance with the terms of this Licence.
- 6.2. You acknowledge that you have no right to have access to the Service in source code form or in unlocked coding or with comments.

7. LIMITED WARRANTY

- 7.1. The Service is provided “as is” for trial purposes only and any express or implied warranties, including but not limited to, the implied warranties of satisfactory quality, merchantability, and fitness for a particular purpose are excluded to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY

- 8.1. You acknowledge and agree that the Service and its content are being provided “as is” for trial purposes only and has not been developed to meet your individual requirements.
- 8.2. We shall not under any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
 - 8.2.1. loss of profits, sales, business, or revenue;
 - 8.2.2. business interruption;
 - 8.2.3. loss of anticipated savings;
 - 8.2.4. loss or corruption of data or information;
 - 8.2.5. loss of business opportunity, goodwill, or reputation; or
 - 8.2.6. any indirect or consequential loss or damage.
- 8.3. Other than the losses set out in condition 8.2 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence), or otherwise, shall in all circumstances be limited to £500. The maximum cap does not apply to condition 8.4.
- 8.4. Nothing in this Licence shall limit or exclude our liability for:
 - 8.4.1. death or personal injury resulting from our negligence;
 - 8.4.2. fraud or fraudulent misrepresentation; or
 - 8.4.3. any other liability that cannot be excluded or limited by English law.
- 8.5. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Service. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Service which might otherwise be implied into, or incorporated

in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

9. TERMINATION

- 9.1. This Licence will terminate automatically upon the expiry of the Trial duration specified in the service schedule.
- 9.2. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 5 days after the service of written notice requiring you to do so.
- 9.3. Upon termination for any reason:
 - 9.3.1. all rights granted to you under this Licence shall cease; and
 - 9.3.2. you must cease your use of the Service.

10. CONFIDENTIALITY

- 10.1. During the term of this Licence and following its expiry or termination, you shall keep confidential and shall not disclose any Confidential Information (in whole or in part) to any third party, nor use the Confidential Information for any purpose except as expressly permitted by the Licensor in writing.
- 10.2. You warrant that you shall take all proper and reasonable measures, not less than those deployed in respect of your own confidential information, to ensure the confidentiality of the Confidential Information.
- 10.3. You may disclose any Confidential Information only to the extent required by law to any court, and governmental, regulatory, or supervisory authority (including any regulated investment exchange), or any authority of competent jurisdiction, provided that you shall, where legally permitted to do so, immediately notify us prior to such disclosure.

11. COMMUNICATION BETWEEN US

- 11.1. If we have to contact you or give you notice in writing, we will do so via email.
- 11.2. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an email is sent.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1. We will not be liable for any failure to perform, or delay in performance of, any of

our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 12.2.

- 12.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 12.3. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
 - 12.3.1. our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 12.3.2. we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

13. OTHER IMPORTANT TERMS

- 13.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 13.2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 13.3. This Licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.
- 13.4. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.5. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.6. On reasonable notice, you will give us such access as we need to your premises and systems so that we can assess your compliance with the terms of this

Licence.

- 13.7. We reserve the right to alter the terms of this licence on notice to you.
- 13.8. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.