

# Terms of Use for the website [www.ayondo.com](http://www.ayondo.com)

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These are the Terms of use of ayondo portfolio management GmbH and ayondo markets Ltd (hereinafter collectively referred to as "ayondo") for registered users of the website [www.ayondo.com](http://www.ayondo.com) and its subdomains.

## 1 SCOPE

The following terms and conditions apply to the use of the platform by registered users. The Privacy Policy of the website is applicable to visitors of ayondo's website who do not enter into a contract with an ayondo company. Otherwise, the Privacy Policy of the company responsible for the collection, use or processing of the data shall apply.

## 2 REGISTRATION/USER PROFILE

- 2.1 To use the ayondo platform, registration is required to open a user account and to create a user profile. Registration is free. Registration will enable either use of the website for the services as set out in section 5.1, allow the user to be a signal provider (hereinafter referred to as a “Top Trader”) or enable the user to be a subscriber of signals (hereinafter referred to as a “Follower”). Top Traders are users who trade CFDs, either virtually on a demo account (referred to as a “Virtual Money Trader”) or using real money on a CFD trading account (referred to as a “Real Money Trader”), so that other users can copy their trades. A Follower is someone who uses ayondo auto execution to copy the trades of one or more Top Traders using real money.
- 2.2 Any natural person who has full legal capacity is allowed to register.
- 2.3 The data requested by ayondo and received from the user during the registration process must be complete and accurate. Any information provided voluntarily must also be accurate.
- 2.4 During the registration process the user will select a user name. The user name must not infringe the intellectual property rights of any third parties, for example (but not limited to) image rights and trade marks. The user must also not select any name that is of an immoral nature or, in the opinion of ayondo, would bring ayondo into disrepute.
- 2.5 The user must update his information immediately in the event of any changes to the respective data provided.

- 2.6 ayondo will immediately confirm receipt of the data submitted during the registration process by email to the email address provided by the user during the registration process. The Registration is successfully completed only when the user confirms by means of clicking on a link sent to him. The contract between the user and ayondo for the use of the ayondo platform comes into effect only upon the user clicking on this link.
- 2.7 To prevent abuse of its access data from unknown third parties, the user undertakes to keep such access data confidential.
- 2.8 ayondo has no obligation whatsoever to conclude a contract with the user and therefore reserves the right to refuse registration without giving any reasons.

### 3 USE OF THE USER PROFILE

- 3.1 To use the user account as a Top Trader or Follower, you must agree to further terms, specifically:
- I. To use a real money account as a Follower, you must agree to and enter into ayondo markets' terms and conditions to maintain a CFD trading account and to the Terms and Conditions of ayondo portfolio management GmbH governing the use of ayondo auto execution.
  - II. To act as a Top Trader in the form of a Virtual Money Trader, you must agree to and enter into the Rules for Top Traders of ayondo GmbH.
  - III. To act as a Top Trader in the form of a Real Money Trader, you must agree to and enter into the Rules for Top Traders of

ayondo GmbH and to ayondo markets' Terms and Conditions for a CFD trading account.

## 4 TERMINATION/CANCELLATION

- 4.1 If the user no longer wishes to use the ayondo platform it can terminate its contract with ayondo at any time without giving reasons. In the case of termination, the user must send a notice of termination from its registered email address to [service@ayondo.com](mailto:service@ayondo.com).
- 4.2 ayondo may terminate the contract of use by giving two weeks notice in writing without specifying reasons. The notice of termination shall be sent by email to the registered email address of the user. The right to terminate without notice for a valid reason or to block a user in accordance with section 7.4 of these Terms of Use shall remain unaffected.

## 5 SUBJECT AND SCOPE OF SERVICES

- 5.1 ayondo provides the platform to users for the following free services on the website: creating a profile; opening a virtual user account and making virtual transactions in accordance with the choice made during the registration, as a Follower or a Top trader (Virtual Money Trader); insight into rankings and information on Top Traders (for further information please see clause 6 below).

- 5.2 ayondo is entitled to entrust and engage third parties with the provision of any or all of the services.
- 5.3 ayondo is entitled to modify, process and adapt the contents of users in such a way that they can also be displayed on mobile terminals or software applications by third parties.
- 5.4 Other than under this contract of use, there is no other contractual relationship between ayondo and the user. In particular, the use of the services described in clause 5.1 above does not result in a contractual relationship, such as, for example, a contract to provide investment advice. Further terms shall be applicable if the user agrees to them.
- 5.5 ayondo provides various quote-related information to the users of the website. These can be price indications, near-time or real-time quotes or snapshots. Real-time prices are continually updated during the trading hours of the respective markets. The price data is obtained from the respective reference markets and displayed directly on the platform.

## 6 PERFORMANCE OF THE TOP TRADERS AND PERFORMANCE OF THE DEMO ACCOUNT – COSTS AND CHARGES NOT SHOWN IN PRICE PERFORMANCE

- 6.1 The platform provides the user with information on Top Traders and results obtained during their trading with CFDs. In respect of this information, however, it should be noted that the performance of Top Traders only reflects the so-called price performance, ie the gross results of the individual trades performed by the respective Top Trader. As any costs and charges, for example financing costs and charges on the account for dividends and corporate actions, are not included in this price performance, the displayed information tends to show the trade results of the Top Traders higher than they actually are.
- 6.2 As costs and charges which would normally arise when using a real money account are not considered and displayed when using a demo account, the points above in clause 6.1 for the performance of Top Traders applies mutatis mutandis to the performance of a user displayed on a demo account.

## 7 USE OF THE PLATFORM

- 7.1 The user is entitled to access content from the platform. However, without the express written consent of ayondo, it is not permitted to use price and quote information which is available on the website for commercial purposes.

- 7.2 The use of the platform is only permitted via the interface provided by ayondo.
- 7.3 The contents and services provided on the platform are protected by intellectual property rights. Any duplication, publication or use of the provided contents, in part or full, is not permitted without explicit written permission from ayondo. This also applies to the download, distribution or storage of the content with the exception of the caching as part of the user's visit to the website.
- 7.4 If the user violates its obligations or if there is a reasonable suspicion of misuse of the functions and content provided, ayondo is at any time and without prior notice entitled to temporarily or permanently block the access of the user to the platform and to disclose personal data to third parties, insofar as this is required by any law or regulation.

## 8 WARRANTY

- 8.1 ayondo makes clear to the user that due to the real-time mode of the website a continuous and final review of the content issued by the Top Traders and third-party data (such as the real-time quotes) is impossible. Reviews are made by ayondo only subsequently and in the form of samples. ayondo therefore does not guarantee the accuracy, legal or factual or otherwise, of the content posted by Top Traders on the platform and of data relating to third parties. Content and opinions posted by Top Traders do not represent the opinion of ayondo. This also applies to links and banners and to the content accessible via such links and banners.



- 8.2 As a service provider, ayondo is not obliged to monitor the transmitted or stored information or to investigate circumstances which indicate unlawful conduct in respect of the information. Should ayondo become aware of such unlawful conduct by the user or information provided by the user which is, in ayondo's sole discretion, unlawful or inappropriate the information will be immediately removed or blocked.
- 8.3 Users are free to access the website at any time but cannot enforce such access. ayondo reserves the right to restrict the availability of the platform or suspend it temporarily (for example, for service and maintenance). Although ayondo makes every effort to keep the platform and the services continually available, no guarantee can be given. This also applies to services which ayondo obtains from third parties. The quality of the access to the internet and the data traffic depends on circumstances of which ayondo has no control and thus ayondo makes no guarantee for the same. In particular, ayondo is not liable for faults or errors in the quality of access and data traffic to the internet due to force majeure or due to events that ayondo is not responsible for and that make the provision of services by ayondo substantially more difficult or impossible.

## 9 LIABILITY

- 9.1 Ayondo's liability for breach is solely limited to intent and gross negligence, but always in any event subject to clause 9.2 below.
- 9.2 This limitation of liability does not apply to claims arising from product liability, personal injury or a breach of material contractual obligations, ie obligations the performance of which is essential to the contract and upon which the user relies. However, such liability is limited to the compensation of usual, foreseeable damage.
- 9.3 In the event of damage the user undertakes to immediately take all steps in order to mitigate any losses.

## 10 INDEMNIFICATION

- 10.1 The user shall indemnify ayondo from and against any and all claims which third parties assert against ayondo due to a breach of their rights, including but limited to infringement of their intellectual property rights, caused by contents provided by the user on the ayondo platform, or by the user's use of the applications provided by ayondo. The User shall bear the costs of ayondo defending any and all such claims including any damages awarded, legal costs and disbursements; This shall not apply if the user is found not to have breached or infringed such rights

10.2 Should ayondo be subject to any claims by third parties the user is obliged to provide promptly full and frank disclosure of all information in its possession, or that it has access to, which ayondo deems necessary in order to fully defend such claims. ayondo's right to seek compensation against the user shall be reserved.

## 11 SET-OFF

The user may only offset a claim against any claim made by ayondo against the user where the user's claim is undisputed or there has been a final judgment by a competent Court.

## 12 AMENDMENTS TO THE TERMS OF USE

ayondo reserves the right to amend any of these Terms of Use at any time without giving any reasons, subject to the following conditions:

Any amended Terms of Use are sent to the user in writing at least one month before becoming effective. If the user does not object to the new Terms of Use within two weeks of receipt, they are deemed accepted by the User. When informing the user of intended amendments to the Terms of Use, ayondo shall specifically highlight the legal significance of not responding or objecting to these amendments.