



**FSP License no. 23497**

*Regulated by the Financial Sector Conduct Authority*

## **XTREND SPEED TRADINGAPP**

### **TERMS OF USE.**

**Version 2.0**

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## **1. XTrend Speed- App**

- 1.1. Rynat Capital (Pty) Ltd, (the “Company”) FSP license number 23497, is the owner of the XTrend Speed App (the “Software”) which Software, once you download it, it shall be deemed that you have carefully read and agreed with the terms of use of this Software (“Agreement”). If you do not agree with the terms of this Agreement, do not download or continue using this Software and delete any file relating to the Software.

## **2. SCOPE OF AGREEMENT**

- 2.1. This Agreement applies to all the services, content, information, databases, websites, platforms, authorizations interacting with the Software provided by the Company.
- 2.2. This Agreement should be read in conjunction with the Client Agreement and other regulatory documents of the Company including Risk Discourse notice and any other document pertaining to the acceptance of the offered services from the Company.
- 2.3. With this Agreement, the Company only grants you a non-exclusive and non-transferable license to access and use the Software and to benefit from our products and services. This non-exclusive and non-transferable license is solely for your personal use and benefit in accordance with the terms of use of this Agreement. Should the Agreement be terminated for any reason, the license will be revoked automatically, and the Software must no longer be used.
- 2.4. The terms of use of this Agreement may be updated or amended from time to time without any prior notice.
- 2.5. You must be 18 or older to register for an account.

## **3. ACCESS**

- 3.1. The Company shall provide you with access to utilize the Software with respect to your account and/or access the services and/or products provided by the Company. The access information provided to you must be kept strictly confidential and remain with you as you shall be solely responsible and accountable for all actions undertaken on your account through the use of the Software.
- 3.2. You are responsible for all activity that occurs on your account via the Software.
- 3.3. It is your obligation to immediately notify the Company should your access information be compromised or of any unauthorised use of your account through the software or any other security violation. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information or (b) use another person’s account.
- 3.4. You agree to use the Software and the access information to login and logout of your account in a proper and orderly manner each time you utilize the Software.
- 3.5. The fact that you make use of the Software or through the Software have access to the services or products provided by the Company does not mean that you can use the Software in any manner in which it may be deemed illegal in your country and the use of the Software by you in any jurisdiction should not be deemed to be a solicitation or invitation by the Company for you to transact with the Company in respect to the services and products of the Company.
- 3.6. Responsible Use. The XTrend Speed community consists of users who expect a certain degree of courtesy and professionalism. You must use the Services and Software responsibly.
- 3.7. The Company may terminate this license, to cancel or suspend the user’s account and/or access and/or passwords, if you, the user, fail to adhere to the terms and conditions of this Agreement.

- 3.8. The Company shall have the right to add to, modify, or remove any part of the Software without liability under this Agreement and agree to accept such modification(s) or updates.

## 4. USER CONDUCT

- 4.1. You shall only use the Software for the purpose and in the manner, it is intended for on the single individual device **that the Software has been downloaded on.**

### 4.2. RESTRICTIONS

- 4.2.1. The Software is not intended for

4.2.1.1. distribution, loan, rent lease or sub-license or transfer to any third party other than the you, the user, who has downloaded it on your individual device,

- 4.2.1.2. the usage by:

4.2.1.2.1. any person whom is under the legal age of 18 years old

4.2.1.2.2. individuals whom reside in any country where such distribution and operation of such Software or the services or products offered by the Company are restricted under local laws. All local laws and regulations therein, should be strictly observed by you the user, who shall be solely responsible for your actions on the Software and to ensure it is in compliance with applicable laws.

- 4.3. You are prohibited to:

4.3.1. copy, record, translate, modify, host, stream, sublicense, or resell or amend any of the Software, or any part of it; reverse engineer, disassemble or otherwise attempt to derive source code for the Software in whole or in part or alter, translate, decompile, or interfere with the Software in any manner which alters, amends or manipulate the purpose of the Software or the access it provides to the services and/or products of the Company.

4.3.2. damage, tamper with and or impair our Software or any part of our intellectual property.

4.3.3. copy remove or destroy any banners, logos or marks placed upon or contained within the Software;

4.3.4. allow others to use the Software for anyone else's benefit other than your own or enable or allow others to use XTrend Speed using your account information;

4.3.5. attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the Software by any means whatsoever;

4.3.6. use the Software to construct any kind of database;

4.3.7. circumvent any access or use restrictions put into place to prevent certain uses of the Software;

4.3.8. share Content, or engage in behavior that violates anyone's intellectual property rights (which shall include but not be limited to copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);

4.3.9. upload or share any Content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;

4.3.10. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

4.3.11. attempt to disable, impair, or destroy the Software of the services or products the software provides access to;

4.3.12. upload, transmit, store, or make available any Content or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Software;

4.3.13. disrupt, interfere with, or inhibit any other user from using the Software (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way);

- 4.3.14. attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Software to which you do not have access rights;
  - 4.3.15. take any action which does or may cause the provision of the Software to other users to be interrupted or degraded;
  - 4.3.16. engage in chain letters, junk mails, pyramid schemes, phishing, spamming, or other unsolicited messages;
  - 4.3.17. place an advertisement of any products or services in the Software except with our prior written approval;
  - 4.3.18. use any data mining or similar data gathering and extraction methods in connection with the Software; or
  - 4.3.19. violate applicable law
- 4.4. The Company reserves the absolute right within its sole discretion to suspend and or refuse access to its services or products via the Software.
- 4.5. It is your responsibility to have in place and maintain in proper working order the appropriate computer hardware, operating system, sufficient back up means, appropriate virus protection/security checks, and any relevant Software to prevent damage and/or unauthorized access to the Trading Platform.
- 4.6. You agree that in the event the Company becomes aware of, and or suspects fraudulent or illegal activity or misuse of the Software or the terms of usage, the Company may without warning, suspend your account and/or access to the Company's services and/or products.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. You acknowledge that all Intellectual Property of the Software, the XTrend Speed brands, trade names, trade mark, patents, and copyright of all information provided or accessible by the Software belongs to the Company.
- 5.2. Intellectual Property includes but it is not limited to any copyright on materials, trade secrets, platforms, software code, techniques, processes, source code, algorithms, websites, patents, designs, databases, patents, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in any sort of form.
- 5.3. The Company retains all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.
- 5.4. This Agreement must in no way be deemed to be a transfer or dilution of any property rights in the Software or the services and products of the Company.

## **6. DISCLAIMERS**

- 6.1. The Software is provided on an "As-Is" basis.
- 6.2. We make no express or implied representation:
  - 6.2.1. that the Software will be available for access all the time, or at any time on a continuous uninterrupted basis;
  - 6.2.2. as to the operation, quality or functionality of the Software;
  - 6.2.3. that the Software will be free of errors or defects; and
  - 6.2.4. that the Software is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.
- 6.3. You:

- 6.3.1. may only use the Software for so long as you are authorised to do so under the terms of the license granted above;
- 6.3.2. may not use the Software for any purpose other than for the purpose for which it has been provided under this User Agreement; and
- 6.3.3. are responsible for all transactions effected on your account via the Software and the use of the Software (including the Account Credentials).
- 6.3.4. agree to logout from the Software should your access terminal be left unattended, to prevent unauthorised access to your account.
- 6.4. The Software and the services thereunder are provided “AS-IS.” To the maximum extent permitted by law, we disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Software. We further disclaim any warranty that (a) the Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results obtained from the use of the Software will be effective, accurate, or reliable; (c) the quality of the Software will meet your expectations; or (d) any errors or defects in the Software will be corrected.
- 6.5. We specifically disclaim all liability for any actions resulting from your use of any Software. You may use and access the Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any service or Software.
- 6.6. If you post your Content on our servers to publicly share through the Software, we are not responsible for: (a) any loss, corruption, or damage to your Content; (b) the deletion of Content by anyone other than the Company; or (c) the inclusion of your Content by third parties on other websites or other media.

## **7. LIMITATION OF LIABILITY**

- 7.1. We are not liable to you or anyone else for any loss of use, data, goodwill, or profits, whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if we have been advised of the possibility of the loss or damages), including losses and damages (a) resulting from loss of use, data, or profits, whether or not foreseeable; (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (c) arising from any other claim arising out of or in connection with your use of or access to the Software. Nothing in the Agreement limits or excludes our liability for gross negligence, for our, or our employees’, intentional misconduct, or for personal injury.
- 7.2. Neither Rynat Capital (Pty) Ltd, its Software and or developers and or operators, nor any of its third-party service providers, processors, handlers, implementors, controllers, decision makers, shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement, the service offerings pertained, the terms and conditions outlining parties’ engagement and relationship, the use of or functionality of trading application and accuracy or any matter resulting from the use or the inability to use the Software or the services provide by the Software, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

## **8. GOVERNING LAW**

- 8.1. The construction, validity and performance of this Agreement shall be governed by the laws of South Africa.
- 8.2. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by the courts of South Africa.

## **9. ACKNOWLEDGEMENT**

- 9.1. By downloading and continuing to use the Software You acknowledge reading this Agreement, understanding it and agree to be bound by the terms of it.