

Thndr

Terms & Conditions

This Agreement is entered into with AXIS MARKETS B.V., a limited liability company registered in the Netherlands, with its head office at Johan Cruijf Boulevard 65-71, Amsterdam, 1101 DL, Netherlands, hereinafter referred to as "AXIS," the "Company," or "Thndr." AXIS operates through its subsidiaries, including but not limited to Thndr Technology Holding (Egypt), Thndr Securities Brokerage (Egypt), Axis Technology LLC (Egypt), Thndr Financial LTD (United Arab Emirates), and Axis Advanced Technology Services (United Arab Emirates). Trading services are provided by our regulated entities: Thndr Securities Brokerage, licensed by Egypt's Financial Regulatory Authority, and Thndr Financial LTD, regulated by the ADGM Financial Services Regulatory Authority. AXIS MARKETS B.V. may assign or transfer this Agreement to any affiliate, subsidiary, or parent company, in compliance with applicable laws.

This Agreement, together with the AXIS MARKETS B.V. Terms & Conditions and all policies available on www.thndr.app and the Thndr mobile application (the "App"), governs your access to and use of AXIS's digital financial services (the "Services"). By accessing or using the Services, you (the "User") agree to be bound by the terms of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. Your access to and use of the Services signifies your acceptance of these terms, establishing a contractual relationship between you and AXIS MARKETS B.V. If you do not agree to these terms, do not accept this Agreement, and you will not be permitted to access or use the Services. This Agreement supersedes any prior agreements or arrangements with you. AXIS MARKETS B.V. reserves the right to terminate this Agreement or your access to the Services, in whole or in part, at any time and for any reason.

Our collection and use of your information in connection with the Services are governed by AXIS MARKETS B.V.'s Privacy Policy, available in the Privacy Policy section.

Definitions

User

A User is any natural or juristic person who accesses and uses the services.

Subsidiary

A registered entity in which Axis holds a controlling share.

Affiliate

Any entity in which Axis directly or indirectly controls or has shared control.

Service Provider

Any entity holding a service agreement with Axis, or else approved by the latter to extend its offering to Axis Users through Axis platform.

Platform

This refers to the Application developed by AXIS present at the App Store & Google Play, along with the company's website and any digital means that may be introduced and communicated to Users in the future to access the AXIS services.

The Services

Axis provides its Services through a digital app & web service that enables the interaction between User(s) and various service providers among which are licensed financial institutions, in order to provide access to financial services internationally. User(s) can access financial services offered by Axis's Service Providers, this includes but not limited to purchase and/or sale of registered securities, and mutual funds among other asset classes ("**Investment**"). Service Providers at their sole discretion can accept Users requests or refuse based on their sole discretion, and User(s) can track such requests along with their investment portfolio through Axis.

Axis does not provide actual investment services or act in any way as a Service Provider, rather it transmits buy/sell trade orders on your behalf to Service Providers for execution, based on your instructions. It is the Service Provider's obligation, as a Service Provider by virtue of an agreement with Axis, to provide Service Providerage and/or investment services, which may be arranged and availed through the use of the Services. Axis has no responsibility for any investment services rendered to an User by any Service Provider, nor does it assume responsibility towards a Service Provider for any illegal or fraudulent act of a User. Axis's sole obligation is to act as a facilitator between the User and the Service Provider.

Axis does not take possession, custody, or control of any User and/or Service Provider financial/money accounts. Axis does not assume any liability, possessory rights, or obligations, and assumes no financial responsibility whatsoever, for investments, including investment advice, order accuracy, or any other event that may lead to the estoppel and/or amendment of the service enforced by the relevant regulatory authorities.

YOU ACKNOWLEDGE THAT AXIS IS NOT A Service Provider AND DOES NOT DIRECTLY PROVIDE FINANCIAL SERVICES AND/OR Service ProviderAGE SERVICES OR FUNCTION AS A Service Provider AND THAT ALL SUCH FINANCIAL SERVICES ARE PROVIDED BY SUBSIDIARIES, AFFILIATES AND/OR SERVICE PROVIDERS.

Method of Order Instructions

Axis provides its services via the App and the website hereinafter referred to collectively as (the “**Platform**”). Users may use either the website or the App (as applicable) the App and/or website to submit requests to arrange and provide access to financial services that will be rendered by the Service Providers and Services Providers. Our platform acts as a neutral marketplace where Users may access various financial services, subject to the Service Provider’s acceptance of the service details.

Axis is a platform that allows Users and Service Providers to interact and enter into agreements for the provision of financial services. Axis is not responsible for any execution of service terms entered into between you and any Service Provider.

Axis does not guarantee that an order will be accepted by the Service Provider nor does it guarantee that an accepted order will be successfully executed by them. Axis is not a party to any agreement made between Axis’s users and Axis’s subsidiaries, affiliates, and service providers via Axis’s platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website and/or App. Users might be requested to provide certain information when accessing certain services accessible via AXIS platform, such information might include but not limited to:

- Order Value
- Targeted security, mutual fund, or asset class
- Order date
- Order Conditions
- Any other information necessary for the safe and adequate execution of the order.

Axis does not endorse, recommend, or refer to any specific investments, nor does Axis have any control or influence over actions or decisions made by Users using the Services. Axis’s Users make their own decisions and you acknowledge and agree that we are not in any way influencing your decision to use the service. Since we are not involved in the actual transaction between Users and Service Providers, we have no control over the accuracy of order listing or the ability of Service Providers to execute them. You acknowledge and agree that any communications, correspondences, verbal or written or by electronic means, or any warranties or representations made with regard to the arrangement of investment and/or services are not provided by us and are specifically and solely between you and the Service Provider.

Billing and Invoicing

Axis may at will charge you for accessing its platform. Further, you will be liable to bills and/or invoices issued by the Service Provider of choice in the manner ascribed in the executed agreement between you and your Service Provider. You understand and accept that the fee and/or commission that might be applied to your Service Provider might in some cases not include the governmental and miscellaneous fees nor the taxes that will be applied on a case-by-case basis based on your executed orders.

All payments must be made in accordance with the Payment section below.

Completion of the Order

Upon completion of an order, the Service Provider is instructed to notify the User via the platform and provide proof of execution.

Communication

By creating a User Account (as defined below), you agree that the service providers may communicate and notify as part of the normal course of business.

You agree that your contact information will be made available to the Service Provider in the manner that Axis solely deems fit for the completion of the services requested by you.

Accessing the Services

User Account

In order to access and use Axis's Services, you must register for and maintain an active user services account ("**User Account**"). Axis does not impose restrictions on Users age, geo and/or capacity to hold a User account; however, You understand that some of AXIS's Service Provider may impose restrictions while providing their services this may include but not limited to age limitations; Furthermore, Service Providers may impose claims to certain information for the purposes of registration and for the purposes of completing your KYC & AML checks, including, but not limited to, the User(s) name, address, national ID/ and or passport number, mobile number, job status, as well as at least one valid and preferred payment method. As an exception to the aforementioned conditions Axis may from time to time at its sole discretion decide to amend and/or eliminate any of those conditions for certain users while accessing certain services; however, such changes shouldn't be interpreted as a waiver from Axis to reinstate such conditions.

You agree to maintain complete, accurate, and valid information in your User Account. Your failure to maintain complete, accurate, and valid User Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or may result in Axis's termination of the terms and conditions of this Agreement with you. You are responsible for maintaining the confidentiality of your User Account login credentials and are fully responsible for all activities that occur under your User Account. You agree to immediately notify Axis of any unauthorized use, or suspected unauthorized use of your User Account or any other breach of security. Axis is not liable for any loss or damage arising from your failure to comply with the above requirements. [Unless otherwise permitted by Axis in writing, the user may only possess one User Account.]

User Account Fees

Axis currently does not directly charge you any fees or commission for accessing its platform; however, it unilaterally retains the right to impose any future fees it deems necessary for the services extended; nonetheless, you will be liable for your purchases

and/or services requested by You and availed by Service Providers & Services Providers through Axis.

User Requirements, Conduct, and Restrictions

You may not authorize third parties to access or use your User Account. You may not assign or otherwise transfer your User Account to any other natural or juristic person. You agree to comply with all applicable laws and regulations when using the services, and you may only use the services for lawful purposes.

You agree that you will not, in your use of the services, cause inconvenience, or damage, whether to the Axis, its subsidiaries, affiliates, or service providers. In certain instances, you may be asked to provide proof of identity, and a liveness check to access or use the services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

You agree not to use the services to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the service or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the services, other computer systems or networks connected to or used together with the service, through password mining or other means; (vi) harass or interfere with another user's use of the services; or (vii) introduce software or automated agents or scripts to the services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Services.

User-Provided Content

Axis may, in Axis's sole discretion, allow you from time to time to submit, upload, publish, or otherwise make available to Axis through the services textual, audio, and/or visual content and information, including commentary and feedback related to the services ("**User Content**"). Any user content provided by you remains your property. However, by providing user content to Axis, you grant Axis a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such user content in all formats and distribution means presently known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all user content or you have all rights, licenses, consents, and releases necessary to grant Axis the license to the user content as set forth above; and (ii) neither the user content nor your submission, uploading, publishing or otherwise making available of such user content nor Axis's use of the user content as permitted herein will infringe, misappropriate or violate a

third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree not to provide user content that is defamatory, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Axis in its sole discretion, whether or not such material may be protected by law.

Axis may, but shall not be obligated to, review, monitor, or remove user content, at Axis's sole discretion and at any time and for any reason, without notice to you.

You agree that Axis reserves the right to review any user content, investigate, and /or take appropriate actions and measures against you in its sole discretion, including removing or modifying user content, suspending your user account, or terminating the terms and conditions of this Agreement with you, and/or reporting you to law enforcement authorities

Anonymous Data

Axis may create anonymous data records ("**Anonymous Data**") from your User Content by using commercially reasonable efforts to exclude any information (such as name) that makes the data identifiable to you. Axis may use and disclose Anonymous Data for any purpose, including improving the Service.

Disclosure

Axis may share your User Content as needed (a) with subsidiaries, affiliates, and third-party service providers; (b) if another company acquires Axis; and/or (c) to comply with relevant laws and regulations, or assist in preventing any violation or potential violation of the law or this Agreement (d) to a claims processor or an insurer if there is a complaint, dispute, conflict, which may include an incident involving you and the Service Provider. Please consult Axis's Privacy Policy for further information thereto.

Network Access and Devices

You are responsible for obtaining the data network access necessary to access and use the services. Your mobile network's data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and the platform and any updates thereto. Axis does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Amending the Services

You agree that Axis reserves the right, at any time, to modify, suspend, or discontinue the services or any part thereof with or without notice. However, this does not necessarily mean

the termination of the services extended to you by subsidiaries, affiliates and/or third parties

You agree that Axis will not be liable to you or to any third party for any modification, suspension, or discontinuance of the services or any part thereof.

User's Obligations, Representations and Warranties

User's acknowledgments

The information and data available online on the Axis's platform related to my transactions and operations executed on my account are notifications to me from the Axis and evidence of my knowledge and my consent to this information and operations executed on my account, Axis does not bear any responsibility in the event of any malfunction. Axis has the right at any time to stop this service (dealing with, sending, and receiving instructions and direct orders via the Internet) after giving a prior notice to the user.

All information and notifications sent by the Axis to the client's email address, which is related to his/her transactions are binding to the client and act as proof of knowledge and acceptance of its content as long as not objected to.

Axis will not act in any way as a consultant and, therefore, will not provide any advice or consultancy agreement relating to the financial service availed on the platform, and any decision to buy or sell any securities and/or any other asset class is made independently and in full capacity by the user and shall not be provoked in any way by the Axis.

Axis has the right (but no obligation) to set limits and/or parameters to control the User's ability to place orders at Axis's absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed, or added to by Axis at Axis's absolute discretion and may include but not limited to:

- controls over maximum order amounts and maximum order sizes;
- controls over Axis and its subsidiaries and affiliates total exposure to the user;
- controls over prices at which orders may be submitted to include (without limitation) controls over orders that are at a price that differs greatly from the market price at the time the order is submitted to the order book;
- controls over the Electronic Services to include (without limitation) any verification procedures to ensure that any particular order or orders have come from the user; or any other limits, parameters, or controls which Axis may be required to implement in accordance with Applicable Regulations.

You acknowledge and agree that any Electronic method of acceptance used by Axis in connection with products and services availed through its platform (including without limitation use of digital or Electronic signatures and indications of acceptance by ticking a checkbox on electronic forms or digital platforms ("**Electronic Consent**") shall constitute full and binding legal acceptance by me of this agreement and annexes and any other Terms and Conditions as well as any future changes, amendments, and supplements to such terms and conditions as may be acceptable from time to time as if I had accepted such terms in writing. All relevant Laws and Regulations applicable to acceptance of contracts via Electronic methods will apply and I acknowledge that Axis's records as to any such form of electronic consent shall be binding and shall not be challenged on the basis

that they are available only in electronic or digital format. You also agree that no certification authority or other third-party verification is necessary to validate my electronic consent and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic consent or the validity of terms and conditions between me and Axis.

Representations and Warranties

You hereby represent and warrant as follows:

Axis representatives are not authorized nor shall they provide any financial and/or investment advice or any kind of advisory services to the users.

All the information, quotes, news, and research that can be accessed through the Axis's or any of its subsidiaries and/or affiliates platform ("**Information**"), including the websites and mobile applications, are provided by independent parties, and their purpose is limited to awarding and educating clients and those interested in investing, so they are not considered a guarantee of the value of the asset class and its future performance. As price fluctuations may lead to a profit or loss and therefore neither of that Information constitutes a recommendation from Axis and/or its subsidiaries and affiliates or a solicitation to buy or sell. Axis does not guarantee in any way the accuracy, timeliness, or completeness of the Information. The reliance on the Information is the Client's responsibility. In no event will Axis be liable for consequential, incidental, special, or indirect damages arising from the use of the Information. The user acknowledges that he/she makes their decision independently and of his/her own will.

You are the original, final beneficiary, and sole beneficiary of opening the account, and all of its funds are from legitimate sources.

You shall complete the KYC, and AML forms and provide Axis with any additional data requests that might be requested from time to time to ascertain the legitimacy of the sources of the invested funds that will be used in the purchase of availed assets, in accordance with the provisions of applicable laws and regulations banning money laundering transactions and relevant to the offering extended by Axis.

Service Providers selection

Axis evaluates Service Providers prior to their engagement by Axis. Axis continues to evaluate Service Providers at certain intervals pursuant to Axis's internal risk management and Service Providers selection policies.

Axis is not responsible in any way for the acts and/or omissions of Service Providers and their employees.

Axis provides Users and Service Providers with a feedback mechanism as a means for Users and Service Providers to rate and review each other. We do not express any opinion, nor does Axis make any assurances regarding the truth or accuracy of any User reviews or ratings. Axis does not regularly monitor or remove reviews or ratings, or any portion thereof, unless they contain content we deem inappropriate.

Payment

You understand that the use of the services extended through Axis Platform whether directly or indirectly through its Service Providers will result in charges applying to you for the services provided to you through Axis ("**Charges**"). After you have received services facilitated by Axis through your use of the Platform, Axis may at will facilitate your payment of the applicable Charges on behalf of the Service Provider. Payment of the Charges in such a manner shall be deemed the same as payment made directly by you to the Service Provider. Charges will be inclusive of applicable taxes where required by law. This payment structure is intended to fully compensate the Service Provider for the services rendered as well as any governmental and administrative fees that may be applied from time to time on the offered services.

Charges are applied as per the service chosen by you, there are amounts (subscriptions) that may be due before the completion of the service and there are amounts (fees) that are due after the completion of the services. Payments may be facilitated by Axis or charged directly by the Service Provider using the preferred payment method designated in your User Account in accordance with the applicable laws. Axis and/or its Service Providers have the right to withdraw the Charges at any time after a request for service has been made. In the event the service is not delivered, Axis or the service provider shall refund the Charges to You. The Charges are revised upon the issuance of a Final Invoice.

You agree that Axis reserves the right to remove and/or revise charges for any or all services rendered through the use of its platform, at any time in Axis's sole discretion.

You agree that Axis is entitled to directly collect charges owed by you from your account after which you will be granted an invoice and your new balance will be reflected on the platform

Axis may, from time to time, provide certain Users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you, and shall not constitute an acquired right.

You may elect to cancel your request for services at times, but only within the time spans specified on Axis platform dedicated for each service.

Processing Payment

Any transfers/account financing made by you passes through a number of validation phases, which may consume up to (72) working hours to be confirmed by the beneficiary service provider. You must be aware that in certain circumstances as national holidays, and system delays may cause a delay to the affirmation of your payment.

Upon completion of service, you will pay the Charges quoted to you in the final invoice issued to you by the Service Provider ("**Final Invoice**"). The Final Invoice shall consist of:

The charges associated with the service, as stipulated in the account opening agreement with the Service Provider (the "**Initial Charges**"); and Governmental and administrative

charges, surcharges, plus any Taxes the Service Provider may incur related to the execution of service requested by you (“**Additional Charges**”);

Additional Charges may include but are not limited to, exchange fees, clearing & settlement, payment processing, and transfers. Advance notice is not always foreseeably possible or practical, and Axis may not be able to receive and communicate to you Service Provider requests for approval of Additional Charges before the services are rendered.

Axis Service Providers shall issue users daily invoices for the services performed and monthly account statements that shall be sent to you [via e-mail and/or in the App]. This constitutes your receipt, and you should save it for your records.

All information you provide to Axis’s subsidiaries and affiliates or to Axis must be accurate, valid, and complete. You agree to immediately notify Axis of any change in your billing address or the debit card, Digital Wallet, or bank account used for payment hereunder.

You agree not to circumvent payments for scheduled or completed services in any way. Any amount that is not paid when due will accrue a delay interest rate announced by the relevant authority in the jurisdiction of the extended service, from the due date until paid. In the event Axis and/ or its Service Providers is unable to collect all Charges from you due to insufficient funds, you shall be liable for all costs and expenses incurred by Axis in connection with the collection of the Charges, including costs and expenses of a third-party collection agency and legal fees.

Charges paid by you are final and non-refundable.

Cancellation Fee

Cancellations may be requested by either party before services are rendered. Service cancellation by User is valid if it occurs in the manner and within the time dedicated to each service as displayed on Axis.

[You agree that multiple cancellations without just reason may lead to suspension of your account. an estoppel of the services]

Pricing Variation

You understand and agree that Axis and its subsidiaries and affiliates may vary and change pricing for the services, from time to time at their sole discretion, by updating the website and App accordingly and after notifying the users.

Promotional Code

Axis may, in Axis’s sole discretion, create promotional codes that may be redeemed for user account credit, or other features or benefits related to the s services, subject to any additional terms that Axis establishes on a per promotional code basis (“**Promo Codes**”). You agree that Promo Codes: (i) must be used for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Axis; (iii) may be disabled by Axis at any time for any reason without placing any liability on Axis; (iv) may only be used pursuant to the specific terms that Axis

establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Axis reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Axis determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

Ownership

The Services and all rights therein are and shall remain Axis's property or the property of Axis's licensors. Neither this Agreement nor your use of the services conveys or grants to you any rights: (i) in or related to the services except for the limited license granted above or (ii) to use or reference in any manner Axis's company names, logos, product and service names, trademarks or services marks or those of Axis's licensors.

Website

Axis owns the website and all intellectual property therein. Subject to the terms and conditions of this Agreement, Axis grants you a limited, non-transferable, non-exclusive, revocable license to use the website for your internal business use during the term of this Agreement.

The App

Axis owns the App and all intellectual property therein. Subject to the terms and conditions of this Agreement, Axis grants you a limited, non-transferable, non-exclusive, revocable license to install and use the App, in executable object code format only, solely on your own handheld mobile device and for your internal business use during the term of this Agreement.

Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:
You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the services;
You may not remove any copyright, trademark, or other proprietary notices from any portion of the services;
You may not reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Services except as expressly permitted by Axis;
You may not decompile, reverse engineer, or disassemble the services except as may be permitted by applicable law;
You may not link to, mirror, or frame any portion of the services;
You may not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the services or unduly burdening or hindering the operation and/or functionality of any aspect of the services;

You shall not attempt to gain unauthorized access to or impair any aspect of the services or its related systems or networks;

You shall not access or use the services in order to build a similar or competitive service; and

Except as expressly stated herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Users may contact Axis's [technical support center/customer care] for any support-related issues arising from the use of the Services by following the instructions provided on the Services.

Taxes

You are solely responsible for any taxes, charges, and fees incurred or that may be payable to any tax authority in connection with the services provided hereunder, Axis may at times if applicable collect and settle taxes connected to the services on your behalf; however, this should not be interpreted as an obligation on Axis nor shall it constitute an exemption from your liability. Axis bears no responsibility to users of taxations currently enforced nor ones that might be introduced in the future, beyond those that are assumed by law to be paid by Axis.

Record Keeping

Axis reserves the right to keep all records of any services and communications between you and Axis and its subsidiaries and affiliates for administrative purposes in accordance with all applicable laws and regulations. Such records will be kept in accordance with applicable privacy laws and regulations.

Right to Suspend or Terminate Users

You agree that Axis reserves the right to suspend your User Account or terminate the terms and conditions of this Agreement with you at any time and for any reason or for no reason and without notice to you. We are not liable for any damage or loss resulting from such suspension, and/or termination.

No Agency

You hereby agree and acknowledge that your execution of this Agreement, your provision of services, and/or your use of the Axis Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship with us and furthermore that no affiliation, association or connection exists between You and Axis.

Release

Should you have a dispute with one or more of Axis's service providers, subsidiaries and/or affiliates, you agree to release Axis, its shareholders, officers, employees, agents, attorneys, and accountants from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or this Agreement.

Indemnity

Indemnification of Axis

You agree to defend, indemnify, and hold Axis (and its shareholder, officers, employees, and agents) harmless, including costs and legal fees, from any claim or demand made by any third party due to or arising out of your (i) use of the Services, (ii) User Content, (iii) interaction with any other service provider, (iv) violation of this Agreement; or (v) violation of applicable laws or regulations; Axis reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without Axis's prior written consent. Axis will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Indemnification of the User

By virtue of Axis's separate agreement applicable to Service Providers, a Service Provider agrees to segregate his relationship in regards to the performance, execution, and quality of his offering extended to You to be subject solely to the agreement executed between you and the service provider of choice.

Indemnification of the Service Provider

You agree to defend, indemnify, and hold the Service Provider (and their shareholders, officers, employees, and agents) harmless, including costs and legal fees, from any damages, claims, or losses arising out of its performance of this Agreement, to the extent such damages, claims or losses are caused by your or your employee' or agents' negligence or other intentional conduct.

Legal Compliance

You shall comply with all applicable laws, rules, and regulations, regarding your use of Axis Services and those relevant to any extended financial services through Axis's subsidiaries and affiliates.

Term of the Agreement

This Agreement will remain in full force and effect while you use the Services. Axis may at any time terminate this Agreement in its sole discretion if (a) you have breached any provision of this Agreement; (b) Axis is required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful); or (c) Axis has elected to discontinue the services. Upon termination of this Agreement, your User Account and right to access and use the Services will terminate immediately.

Changes to the Agreement

You agree and acknowledge that Axis may apply supplemental terms and conditions to certain Services, such as policies governing promotions, and such supplemental terms and conditions will be disclosed to you in connection with the applicable services. Supplemental terms and conditions are in addition to and shall be deemed a part of, this Agreement for the purposes of the applicable Services. Supplemental terms and conditions shall prevail over this Agreement in the event of a conflict with respect to the applicable Services.

You agree and acknowledge that Axis may amend the terms and conditions of the Agreement related to the Services from time to time. When you accept the terms and conditions of this Agreement, you hereby agree and acknowledge that at any time and at our sole discretion, we may modify the terms and conditions of this Agreement. If we make changes to the terms and conditions of this Agreement, we will notify you of such changes, through email and/or by posting the modified terms and conditions of the Agreement on Axis's platform and by updating the "**Last Updated**" date as it appears above in this Agreement. Amendments will be effective upon Axis's posting of such updated terms and conditions or the amended policies or supplemental terms and conditions on the applicable Services or upon the stated date included within our notice. Your continued access or use of the Services after such posting constitutes your consent to be bound by the terms and conditions of the Agreement, as amended. This Agreement may not be modified, amended, and/or changed by you in any manner. Furthermore, you agree that we may modify this Agreement or discontinue our Services at any time and without notice and without placing any liability or responsibility to you.

Publication

Axis has your permission to identify you as a customer of Axis or a user of our Services and to reproduce your name and picture on the platform and in any other marketing materials. If you provide Axis any feedback, suggestions, or other information or ideas regarding the Service ("**Feedback**"), you hereby assign to Axis all rights in the Feedback and agree that Axis has the right to use such Feedback and related information in any manner it deems appropriate. Axis will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to Axis any information or ideas that you consider to be confidential or proprietary.

Security

Axis is committed to maintaining user information confidentiality and security. The Company uses industry best practices, technology, and security measures designed to protect the confidentiality of your personal data. The security measures adopted by the Company include, without limitation:

The maintenance of physical, electronic, and procedural measures designed to safeguard the confidentiality of personal data in compliance with applicable data protection, privacy, and data security laws and regulations. These include, without limitation, (i) restricting access by the Company's personnel and subcontractors on a role-based, need-to-know basis, (ii) performing background checks on the Company's personnel; (iii) the implementation and enforcement of corporate policies and standards relating to the protection of information and security; (iv) adopting a multi-layered approach to information security controls, which is designed to protect against security breaches; (v) compliance with applicable laws, regulations and security standards applicable to information security; (vi) the employment of highly trained staff who have relevant and up to date knowledge of data protection and data security risk management practices; and (vii) regular reviews and controls against compliance with the above mentioned technical and organizational security measures.

The technical and organizational security measures are subject to technical progress and development, and the Company may implement adequate alternative measures. While we continuously enhance our security measures to protect your data unauthorized access and occasional interruptions in the system may occur due to factors beyond our control. We strive to provide secure and uninterrupted access, although interruptions may occur due to our reliance on several service providers that are not under our full control. We are committed to maintaining the highest standards of security and service reliability for our users.

Governing Law and Dispute Settlement

This Agreement shall be governed by and construed in accordance with the Laws of the Netherlands.

Any dispute, arising out of or in connection with this Agreement, including, its validity, execution, interpretation, or termination shall be finally settled by Courts of Netherlands.

Entire Agreement

This Agreement, and the policies referred to herein, constitute the entire agreement between you and Axis regarding the use of the services. Axis's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in counterparts.

Severability

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Furthermore, should any provision of this Agreement be held invalid or unenforceable in whole or in part, the Parties undertake to exert all efforts in good faith to ensure the original intent of the Parties is upheld.

Assignment

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Axis's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

Notices

All Notices sent to Axis shall be sent via e-mail or through in-app notifications.

All notices will be sent to you using the contact information you provide and may be sent via email, text, phone call, or in-app.

Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." AXIS EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. AXIS MAKES NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS, OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AXIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

AXIS'S SERVICES MAY BE USED BY YOU TO REQUEST AND GAIN ACCESS TO FINANCIAL SERVICES, BUT YOU AGREE THAT AXIS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE SERVICES OR ANY INVESTMENT ASSET CLASSES COORDINATED OR OFFERED OR PURCHASED BY YOU THROUGH THE PLATFORM OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. YOU ASSUME ALL LIABILITY AND RISK OF USING THE SERVICES.

WE RESERVE THE RIGHT BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SITE OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS"). AXIS ONLY OFFERS TECHNOLOGY THAT ENABLES USERS TO ACCESS FINANCIAL SERVICES SEAMLESSLY. AXIS IS NOT A Service Provider. WE ARE NOT INVOLVED IN THE ACTUAL EXECUTION OF THE FINANCIAL SERVICE OR OPERATION. AS A RESULT, WE HAVE NO CONTROL OVER THE QUALITY OR SAFETY OF ANY FINANCIAL TRANSACTION. WE RESERVE THE RIGHT TO CHANGE ANY AND ALL CONTENT, SOFTWARE, AND OTHER ITEMS USED OR CONTAINED IN THE SERVICES AT ANY TIME WITHOUT NOTICE.

THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. AXIS ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS. AXIS IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO A USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICES.

Limitation Of Liability

AXIS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES,, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

AXIS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY SUBSIDIARY OR AFFILIATE OR ANY THIRD PARTY. AXIS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND AXIS'S REASONABLE CONTROL. IN NO EVENT SHALL AXIS'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED [USD 100].

THE LIMITATIONS AND DISCLAIMER IN THIS AGREEMENT DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.