

Terms of use and Privacy Policy
of
XOH Trader

This application belongs to X Open Hub Sp. z o. o. with its registered office in Warsaw, at Ogrodowa 58, 00-876 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) conducted by District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000454027 ("**XOH**") which make available for its clients the following terms of use and privacy policy:

1. DEFINITIONS

1.1. Service Provider

X Open Hub Sp. z o. o. with its registered office in Warsaw, at Ogrodowa 58, 00-876 Warsaw, Poland identified above and from now on XOH or the Service Provider.

1.2. Users

Physical person who has (a) concluded an agreement on providing of brokerage services with a brokerage house offering "XOH Trader" to its clients on the basis of Technology Services Agreement concluded with Service Provider (b) downloaded the app and (c) uses it through his/her mobile device (like smartphone and tablet).

1.3. Services

Application for mobile device, that allows the User to invest on the OTC financial instruments. **Please note, that XOH does not offer any financial instruments.** Please note also, that XOH is only technology provider to brokerage house, with -which User has concluded the agreement on providing of brokerage services ("**Brokerage services provider**"). If You have any problem with trading via "XOH Trader" please contact your Brokerage services provider.

2. SUBJECT OF THIS DOCUMENT

The subject of this Terms of use and Privacy Policy is to regulate the general conditions of using the "XOH Trader" and inform the Users of data gathered by "XOH Trader".

The contracting process of the platform "XOH Trader" (this is the name of the application in Play Store - Google and App Store - Apple) by the users will be conducted on the language selected by the User among the ones offered by the application.

The Privacy Policy is only supplementary to the Google Play Store and Apple App Store privacy policies. XOH does not bear any responsibility for the privacy policy implemented by the entities managing the Google Play Store and Apple App Store applications and their compliance with the applicable law

regulation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR).

3. APPLICABLE LAW

The hereby Terms of Use and Privacy Policy are subject, among other provisions, to what is stipulated on the Polish regulations of Information of Society Services.

5. SERVICE CONDITIONS

The "XOH Trader" is provided to the User on an "as is" and "as available" basis and the Service Provider does not warrant that the use of the "XOH Trader" will be uninterrupted or error-free or that it will achieve its intended purpose or results.

The Service Provider reserves the right to modify at any time the hereby Terms of use and Privacy Policy as well as any other document exposed in this application without notice.

The Service Provider may request the User to accept the additional and complementary clauses to such Terms of use and Privacy Policy that must be read and accepted for the efficient service provision or application update.

5.1. Truthfulness of the data

The User is the only responsible of the authenticity of the data introduced by him/herself to the Brokerage services provider in the registration process, and he/she accepts the requirement of supplying truthful, exact and full details.

If the User does not comply to such requirement, it will be under his/her responsibility to answer for the potential damage produced to the Service Provider, or any other third party related.

5.2. Application performance

The Sole Application Identifier is kept encrypted on the mobile device (on the application registration process with XOH until this parameter is created), until such mobile application is erased from your device.

The Application Identifier, as well as the brand information, the type and ID hardware of the mobile device, are sent to the Service Provider during the registration process of the product on the Application, and are used to identify the sole identification of the application and the mobile device. The communication between the mobile application and the Service Provider's systems is performed using contemporary encryption machinery. Depending on the mobile platform, the applications from the Service Provider may access the following permits on your mobile device:

- a. Internet connection;
- b. Advertising Identifier (IDFA) to check the efficiency of our marketing campaigns and the installing of our application;
- c. A microphone on the chat;
- d. The Telephone Status with the aim to leave the application on stand-by status when the application is working on the background.

The application permits will be voidable changing the settings of the system or uninstalling the application. The mobile applications do not storage any kind of personal information that may allow a third party to identify the individual user of the application. The anonymous data regarding the activity of the users on the mobile applications may be used for statistical purposes of the Service Provider. Besides, the Service Provider informs that the applications are linked to the following services:

1. Google Firebase - to gather figures on the application about information, and the information about how the users use the application. The data remain anonymous.
2. Fabric.io - to gather figures on the application about information, and information about how the users use the application. These data will remain completely anonymous. This service will also be used by the Service Provider to gather failures (such as bugs on the application), and that will also remain completely anonymous and devoid of any data that may be used to identify the client or his/her data.

Dear user, in the lack of acceptance of this Privacy policy, please do not install or uninstall our application.

The Service Provider will not be responsible of the delays or failures that may be produced on the access, functioning and operability of the "XOH Trader", or on its services and/or contents, as well as of the interruptions, suspensions or the malfunction of it, when the origin of such situations is the breakdown produced by natural disasters or force majeure cases, or those of acute emergency, such as strikes, computer intrusion or assaults, or any other kind of force majeure or fortuitous cause, as well as mistakes on the telematic networks of data transfer and in every case when the mistake may have been produced by a third party external to the company Organization of the Service Provider.

5.3. Liability

The User understands and acknowledges that the Software Provider is a software development company and does not provide nor offers any kind of financial, investment, brokerage, trading, hosting and data feed services in any local or international currency or stock market, nor is the company involved in any respect, directly or indirectly in any commission based payments concerning any trading operations of the User. The User shall indemnify and hold harmless the Service Provider against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses

including but not limited to attorney's fees and costs, whether or not involving a third party claim, arising out of the User's usage of the "XOH Trader".

The User acknowledges and agrees that the laws and regulations in some jurisdictions may prohibit or limit trading on some or all instruments, thus the XOH Trader shall only be used for viewing purposes and all functions for test purposes in such jurisdictions. In the event of the use of the "XOH Trader" by the User in such jurisdictions via Brokerage services provider without proper regulatory license where it is prohibited by law and/or by a financial regulator and may constitute an offense, the User is doing so at its own risk and without the Service Provider's consent or knowledge, and the User indemnifies the Service Provider from any and all liability.

The Service Provider does not provide Internet access and/or trade server hosting services, nor has access to trade servers, transactions, databases or any other confidential information of the Brokerage services provider or User. Hence, the Service Provider shall not be deemed to be an insider with respect to the Brokerage services provider, its clients or traders and shall not be held liable under any laws of the jurisdictions of any Party concerning the holders of privileged or inside information.

The Service Provider does not provide services of a Web hosting provider or computer equipment installation and monitoring services, therefore the Service Provider cannot be held liable for any communication and/or equipment failure, delay in reporting transactions in accounting books or their confirmation, or any fault in electric circuits.

In no event shall the Service Provider, or any of its employees, affiliates, contractors, directors, officers be held liable to the User or any third party, whether in contract, tort (including negligence), or otherwise, whether foreseeable or not, for: Any direct, indirect, incidental, special, punitive or consequential damages (including without limitation any loss or corruption of data, interruption, computer failure or pecuniary loss) arising out of the use or inability to use the "XOH Trader";

- b) Any loss of income, business, profits or anticipated savings (whether direct or indirect), arising out of the use or inability to use the "XOH Trader";
- c) Any loss or damage arising out of or in connection with:
 - Any disruption or delay in any communication when using the "XOH Trader" and/or services provided via "XOH Trader";
 - The Service Provider's decision not to update upon release of new versions of the "XOH Trader".

The Service Provider shall not be held liable for any legal actions and/or third party claims arising from the relationship between the Brokerage services provider and its customers, relating to the operation of the "XOH Trader" or from the use of any and all services provided on "XOH Trader" by the Brokerage services provider.

5.4 Copyright

The application "XOH Trader" is an original work, protected by the Intellectual Property Rights with all the rights reserved for the Service Provider, being forbidden to copy or broadcast in any way, or any media of a part or the

whole content of the material, including, but not exclusively, texts, charts, design code, without permission of the author.

In no event the application may be subject to copy, modification or decompiling of the source code through reverse engineering or any other technique to such effect.

All the logos and brands of the website and of the application "XOH Trader" are registered trademarks on the corresponding public records thus relying on the benefit of the public trust against any kind of dispute in this respect.

The designs of the application "XOH Trader" belong to the Service Provider from its programming, edition, compilation and other necessary elements for its operation, henceforth it will be necessary the specific authorization from the Service Provider for its partial or entire replication, as well as the utilization, distribution and general commercialization.

The claims that may be issued by the Users regarding the possible breaches of intellectual or industrial property regarding any of the Contents of the application "XOH Trader" should be directed to the following emails: support@xub.pro

5.5 Minors

Our services are directed to people of legal age, being forbidden to download the application in mobile phones property of underage people who are not accompanied by their parents, guardians or legal representative, and have their authorization. The parents, guardians or legal representatives will be deemed responsible of all the acts accomplished by them.

All the services hired by the minors or unable are responsibility of the adults in which charge they are. The Parents, guardians or legal representatives are obliged to control and limit the download of the application.

6. IMPROVEMENT OF THE APP USAGE AGREEMENT

The agreement and acceptance for the usage of the application "XOH Trader" is improved from the moment the User installs the application in his/her mobile device, thereupon we request for you to follow carefully all the application download procedure of the application "XOH Trader" below.

7. DOWNLOAD PROCEDURE OF THE APPLICATION

The download procedure of the application "XOH Trader" must be done through your mobile device.

Before downloading the application, the User must check the hereby legal notice and data protection policy, and to take into account that the products are hard to understand.

The steps to the application registration will be as follows:

7.1. Application download

The download may be performed through a mobile device. Depending on the operating system available, the download shall be performed through the App Store, if the product belongs to Apple, or Google play, if the device is Android. If the operating system is any other one, the download may be performed from the applicable digital distribution platform.

Once inside the distribution application, it is possible to access the application "XOH Trader" introducing the name on the browser enabled to such end and pressing the button "SEARCH".

Immediately it will appear the application on the screen as the first option of the browser. Pressing on the app icon we'll access to the rating, news, version history, previews, information, website of the developer, privacy policy and compatibility.

It is advisable to read the Privacy Policy before downloading the application, since it is designed to help you decide if you use the service, in which way and how is it compiled, stored and used the information about the people users to the service.

The application download is free. So, in order to perform the download, it is only necessary to press the button **OBTAIN** if we have an IOS device, or **INSTALL** if our device is based on Android system.

Once the application is downloaded, the User must log in using account number and password received from the Brokerage services provider, with which he has opened an account.

8. DURATION OF THE AGREEMENT OVER THE APP USAGE

The app "XOH Trader", will be available for the users indefinitely. However, XOH reserves the ability, at any time and without prior notice, to modify the presentation and configuration of the application, its functionalities and/or contents in it incorporated. The Client specifically acknowledges and agrees that at any time XOH may suspend, deactivate and/or cancel the access and/or usage of the application, without XOH being responsible of it.

9. PARTIAL NULLITY

If any section of these service conditions was contrary to the Law and, in such case, invalid, it will not affect the rest of dispositions with the Law. The parts commit to renegotiate those invalid service conditions and to incorporate them to the rest of the service conditions.

10. KNOWLEDGE OF ILLEGAL PRACTICES

In the event that any User considers that there are illicit facts of circumstances on the provision of service or the application usage, the User must send an email to Brokerage services provider with a notice including the following data:

- Name, address, telephone number and email address of the claimant.
- Specification of the allegedly illicit activity performed and facts of circumstances that cause the claim.
- Express declaration, plain and at the risk of the claimant, that the information provided on notification is accurate.

By sending the below notice sender gives his/her consent to process personal data contained therein for the purpose to investigate the situation by XOH.

11. COMPLAINTS

INSTRUCTIONS FOR COMPLAINTS SUBMISSION

The complaints and comments about the application functioning and content, the tools and services available must be communicated to the Brokerage services provider.

12. DATA PROTECTION

The controller of data

X Open Hub Sp. z o. o. with its registered office in Warsaw, at Ogródowa 58, 00-876 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) conducted by District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000454027

The purposes of the data processing

The purpose and usage intended of the data and its handling is to manage the and usage of the application and execute Users' requests mentioned herein;

- Data Protection Officer was not appointed;
- Recipients categories: "co-working entities", this means X-Trade Brokers DM S.A. (Warsaw, Poland) companies which are under common control together with XTB companies which are in a constant cooperation with XOH, such as banks, investment firms, auditors, companies providing other financial services, IT companies, advisory companies or courier companies;
- XOH's performance of activities may require a transfer of personal data to entities which are performing services for and on behalf of XOH in other countries, including countries outside of European Economic Area. XOH may use securities in form of a standard data protection provisions, which are approved by the European Commission, in case of transfer of personal data to countries which may not provide an appropriate level of data protection. A person whose personal data concerns has a possibility to obtain a copy of his/her data;
- Personal data will be stored for a period necessary to fulfill the purpose of the processing, with the reservation of the mandatory law provisions;
- A person whose data concerns has a right to request for their correction, deletion or restriction of processing as well as notification of the objection against processing, right to file a complaint to supervisory body, as well as a right to transfer the data;

- Providing of Users personal data is voluntary, failure to provide data will result in the inability to provide the Services, thus if User does not want to give us your personal data it should prevent you from the download of the application.

13. COOKIES

XOH uses the named "session cookies", but the User has the prospect to adjust his/her browser to be notified on the screen of the cookies reception and to avoid the deployment of such cookies on his/her mobile device.

In order to use this application, it is not necessary for the User to allow the deployment of the cookies, without prejudice that in such case it will be necessary that the user registers each time he/she enters into a service that requires the previous registration, or that in such cases he/she is prevented from using all parts of this application.

Please, check the guidelines and user's manual of your browser to deepen into this information.

14. APPLICABLE LAW AND JURISDICTION

To every legal issue that involves the application "XOH Trader" and that is dependant from XOH, it will be for Polish Law resolution, and if applicable, the Consumption Arbitral Court or similar to which the company is subscribed to in the moment of the dispute. To submit complaints in the usage of our services, you may write an email to: support@xhub.pro

15. PRIVACY

XOH treats your personal information with strict secrecy, and the service in which the data will be stored includes the safety measures required by the current law to prevent the destruction, loss, modification, non authorized disclosure or accidental or illegal access of your personal data.