

Market Terms of Use

Doto Global LTD Market Terms of Use

1. The aim of these Doto Global LTD Market terms of use (hereinafter – the “Terms”) is to regulate provision of additional software and additional services in the Company’s Trading Platform to the Clients. This Terms regulate acquisition of rights to use the software integrated into the Company’s Trading Platform, including all the updates and upgrades, that is considered as standalone Company’s software or software of partners of Company’s, as well as acquisition of rights to use digital content of the Company or its partners, including, but not limited to, informational and educational materials, graphic images, audiovisual works, and analytical data (hereinafter referred to as the “Market Content”).
2. The Market Content is provided for the Client for a fee or free of charge, as specified in the tariff plan on the Company’s Trading Platform or Website. Tariff plans are approved and modified by the Company unilaterally. The Company reserves the right at any time on a unilateral basis to reconsider the amount of the fee for the provision of the Market Content, to change the content of the rendered Market Content via, inter alia, its updating, and to discontinue the maintenance and access to the Market Content.
3. Upon completion of an order through the Trading Platform and, if acquisition of the Market Content requires payment, reception of the payment from by the Company, the Client is granted with a simple (non-exclusive) license to the usage of the Market Content throughout the territory of the registration country. The term of this non-exclusive license is determined in accordance with the Terms.
4. Unless otherwise specified herein and (or) in the Trading Platform or the Company’s Website, the Client’s rights to the usage of the Market Content are provided on a fee basis for 30 (Thirty) calendar days on the **Auto-Renewable Subscription** model. The Auto-Renewable The Client hereby agrees and confirms that subscription implies auto-renewal of rights to the usage of the Market Content and debiting the Client’s funds in the form of a 100% advance payment for the next 30 calendar days of its usage. The Client has the right to cancel the Auto-Renewable Subscription for an unpaid period via the Trading Platform at least two days before the end of the paid period via the personal account. The funds for the paid subscription period are non-refundable if such paid period is less than or equal to 30 (Thirty) calendar days.
5. If the Client paid for a period of the Auto-Renewable Subscription exceeding 30 (Thirty) calendar days, the Client is entitled to make a refund only for the period exceeding 30 (Thirty) calendar days. The initial Subscription period of 30 (Thirty) calendar days is deemed non-refundable. The calculation of the paid period of the

Auto-Renewable Subscription and the funds to be refunded is made on the date of submission of the corresponding Client's request to cancel the Auto-Renewable Subscription. The refund is made by contacting the Company's client support department by the Client. The exact amount of funds to be refunded is determined by the Company on a unilateral basis. 6. The Company has the right at its sole discretion to unilaterally amend or modify terms for the Auto-Renewable Subscription and / or provide other acquisition methods of the usage of the Market Content on a fee basis.

6. The Company has the right at its sole discretion to unilaterally impose restrictions on the usage of the Market Content by the Client and (or) refuse in its further provision if the Client violates the terms of the Client Agreement, as well as in other cases when the Client abuses of functions of the Market Content. In case of termination of the provision of Market Content by the Company due to the circumstances provided for in this clause, the refund procedure, if applicable, is determined by the Company unilaterally, taking into account the nature and extent of the Client's infringement of the Client Agreement, as well as taking into account the remaining period of use of the Market Content paid by the Client.
7. The right to the usage of the Market Content is deemed to be provided for the Client from the moment the respective functionality is integrated in the interface of the Trading Terminal. In case of necessity to make a payment for the provision of the right to use the Market Content, such right shall be deemed to be provided for the Client on or after the date of making the corresponding payment by the Client.
8. Unless otherwise specified in the Terms, the Client Agreement or the corresponding terms and conditions in the Trading Terminal, the fee for the provision of the right to use the Market Content is to be withdrawn using the payment methods offered by the Company.
9. The payment for the usage of the Market Content is to be made in the form of 100 % (hundred percent) advance payment from the fee for the provision of the right to use the Market Content.
10. In case of repudiation of the Client Agreement between the Company and the Client for any ground of such repudiation whatsoever that results in the termination of the Client's right to use the Trading Terminal, the Client also forfeits the right to use the Market Content. With regard to the aforesaid, the payment for the provision of the right to use the Market Content is non-refundable.
11. The Client is entitled to use the Market Content for his or her personal use only and is not entitled to transfer the rights to the usage of the Market Content to third parties.

12. In the event the Company reveals that the Client acquires the rights to use the Market Content from third parties or confers such rights to third parties, the Company may at its sole discretion suspend, limit or discontinue the Client's right of the usage of the Market Content and (or) the Trading Terminal, and repudiate the Client Agreement on a unilateral basis without returning the fee for the usage of the Market Content.
13. The Company shall not be liable for possible illegal actions of the Client making payment for the right to use the Market Content. The Company reserves the right to suspend or discontinue the Client's right to use the Market Content unilaterally on suspicion of the Client's illegal actions all the way up to the clarification of the circumstances, unless otherwise specifically provided for in the governing law. In the event the Company has sufficient grounds to believe that the Client takes actions contrary to law while making a payment, the Company may provide the respective information for the law enforcement agencies to conduct an inspection concerning this fact.
14. The rights to the usage of the Market Content are granted to the Client through the Dashboard in the Trading Terminal.
15. The Company may at its sole discretion restrict the use of the Market Content in certain countries if such restrictions are required by the applicable law.
16. The Company takes all reasonable measures to ensure the continuity of the services and the purchased Market Content but does not assume any obligations and does not guarantee to the Client the uninterrupted and error-free operation of the services and the Additional functionality. The Client hereby confirms that the Market Content is provided to the Client on "as is" basis.
17. The Company is not liable to the Client for direct, indirect or other possible losses incurred by the Client due to interruptions in the operation of the Market Content.
18. The Client confirms that the Market Content provided by the Company is not a recommendation for investment and trading. The Client takes all the decisions on entering into trading operations at its sole discretion and under no circumstances the Company is liable for direct, indirect or other possible losses incurred by the Client in connection with the information provided to the Client through the Market Content.
19. In any case the amount of all possible losses that the Company is obliged to pay to the Client cannot exceed the cost of all the subscriptions paid by the Client for six months.
20. All other matters that are not covered by these Terms shall be governed by the provisions of the Client Agreement.