MASTER SOFTWARE LICENSE, SERVICES AND USER AGREEMENT

Optimum Tick Experts Limited RC: 8376356
(Trading as **OTE Traders** and **OTE Academy**)

PREAMBLE

This Master Software License, Services and User Agreement ("**Agreement**") is a legally binding contract between **Optimum Tick Experts Limited**, a company duly incorporated under the laws of the Federal Republic of Nigeria and trading under the names **OTE Traders** and **OTE Academy** (collectively referred to as "**OTE**", "**we**", "**our**" or "**us**"), and any individual or entity that accesses, purchases, downloads, installs, activates, subscribes to, registers for, or otherwise uses any of our software, websites, educational content, automation tools, trading applications, setup services, consulting services, virtual private server ("VPS") services, account setup services, artificial intelligence features, digital products, affiliate programme, or any other products or services provided by us (collectively referred to as "**you**" or "**Client**").

This Agreement governs your access to and use of every product and service offered by OTE unless a separate written agreement signed by both parties expressly states otherwise.

By clicking **"I Agree,"** creating an account, making payment, activating a licence, installing our software, requesting setup services, subscribing to any service, accessing our website, or continuing to use any OTE product or service, you acknowledge that you have carefully read this Agreement, understood it, and agree to be legally bound by it.

If you do not agree with every provision of this Agreement, you must not use our services.

IMPORTANT NOTICE

Please read this Agreement carefully before using any OTE product or service.

This Agreement contains important provisions relating to:

- software licensing;

- intellectual property;
- payment obligations;
- digital product sales;
- refunds;
- trading risks;
- limitation of liability;
- indemnification;
- dispute resolution;
- arbitration;
- governing law;
- electronic acceptance;
- suspension and termination of licences;
- privacy and data processing; and
- your legal rights and obligations.

By accepting this Agreement, you acknowledge that you understand these provisions.

ARTICLE 1

DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings assigned below.

1.1 Agreement

"Agreement" means this Master Software License, Services and User Agreement together with any schedules, policies, pricing pages, order forms, licence terms, privacy policy, acceptable use policy, refund policy, and any amendments published by OTE from time to time.

1.2 OTE

"OTE", "Optimum Tick Experts Limited", "OTE Traders", and "OTE Academy" refer to Optimum Tick Experts Limited and its directors, officers, employees, contractors, licensors, affiliates, successors, assigns and authorised representatives.

1.3 Software

"Software" includes every Expert Advisor (EA), trading robot, algorithm, artificial intelligence model, script, indicator, dashboard, application, plugin, API integration, web application, mobile application, cloud service, VPS deployment, licence key, executable file, update, patch, modification, enhancement or related technology supplied by OTE.

1.4 Services

"Services" include, without limitation:

- software licensing;
- educational programmes;
- mentorship;
- account setup assistance;
- VPS setup;
- installation services;
- software activation;
- software configuration;
- AI-powered features;
- customer support;
- technical support;
- affiliate programmes;
- consulting;
- website services;
- subscriptions; and
- any future service made available by OTE.

1.5 Trading Account

A Trading Account means any brokerage account, proprietary trading firm account, demo account, simulated account or other financial trading account owned or controlled by you.

1.6 Broker

A Broker means any independent third-party financial institution, brokerage firm, exchange, trading platform or financial intermediary through which trades may be executed.

OTE is not a Broker.

1.7 Expert Advisor (EA)

An Expert Advisor or EA is a software application designed to execute programmed instructions within compatible trading platforms.

It is software only.

It is not a person.

It is not an investment adviser.

It is not a financial institution.

1.8 Artificial Intelligence (AI)

Artificial Intelligence means any automated computational system capable of generating recommendations, analyses, predictions or outputs.

AI outputs are generated automatically and may be incomplete, inaccurate or unsuitable for your circumstances.

1.9 VPS

A Virtual Private Server ("VPS") is a remotely hosted computer used to operate software continuously over the internet.

OTE may assist in configuring VPS services but does not own or control third-party VPS providers unless expressly stated.

1.10 Prop Firm

A Prop Firm means an independent proprietary trading company that permits qualified traders to trade subject to rules determined solely by that company.

OTE has no authority to modify or enforce any prop firm's rules.

1.11 Demo Account

A Demo Account is a simulated trading environment that does not involve real money.

Performance achieved on a Demo Account may differ materially from results obtained on live accounts.

1.12 Live Account

A Live Account is a trading account funded with real money.

1.13 Licence

A Licence means the limited, revocable, non-exclusive, non-transferable permission granted by OTE to use its Software in accordance with this Agreement.

Ownership of the Software is never transferred.

1.14 Digital Product

Digital Product includes software, licences, activation keys, educational materials, downloadable content, cloud services, online courses, videos, documents and similar electronically delivered products.

1.15 Website

Website includes every website, application, portal, customer dashboard or online platform operated by OTE.

ARTICLE 2

INTERPRETATION

Unless the context clearly indicates otherwise:

1. singular words include the plural;
2. plural words include the singular;
3. references to one gender include all genders;
4. headings are provided for convenience only and do not affect interpretation;
5. references to legislation include amendments and successor legislation;
6. the words "including", "includes" and "such as" mean "including without limitation";
7. any ambiguity shall not automatically be interpreted against the drafting party merely because that party prepared this Agreement.

ARTICLE 3

UNDERSTANDING FOREX, CFDs AND ALGORITHMIC TRADING

Why This Section Exists

Many people who purchase software from OTE are not lawyers or financial professionals.

Likewise, if a dispute ever arises, the judge, arbitrator or regulator considering that dispute may have little or no experience with financial markets.

Accordingly, this section explains, in ordinary language, the nature of the markets in which OTE's software may be used.

This section is provided for explanatory purposes only.

It does not constitute investment advice.

What is Forex?

The foreign exchange market, commonly called "Forex", is an international marketplace where one currency is exchanged for another.

For example:

- United States Dollars may be exchanged for Euros.
- British Pounds may be exchanged for Japanese Yen.
- Nigerian Naira may be exchanged for United States Dollars.

Currency values constantly change due to numerous factors, including economic data, interest rates, inflation, political developments, natural disasters, government actions, market sentiment and global events.

No individual or company can consistently control or predict these movements.

What is a CFD?

A Contract for Difference ("CFD") is a financial contract whose value changes according to movements in the price of an underlying asset.

Depending on the broker and applicable law, CFDs may reference currencies, commodities, stock indices, shares, cryptocurrencies or other financial instruments.

CFDs are generally leveraged products.

Leverage can increase both profits and losses.

Trading CFDs may result in the loss of all funds deposited into a trading account and, in certain circumstances depending on the broker's terms and applicable law, may expose a trader to additional liabilities.

What is Algorithmic Trading?

Algorithmic trading refers to the use of computer software to execute trading instructions automatically according to pre-programmed rules.

Instead of manually opening and closing trades, software may analyse data and execute instructions based on its programming.

Algorithmic trading does not eliminate risk.

Software cannot prevent financial losses.

Software cannot predict future market movements with certainty.

Software cannot guarantee profits.

Market Behaviour

Financial markets are inherently uncertain.

Prices may move rapidly without warning.

Unexpected events may occur at any time.

Markets may become highly volatile.

Liquidity may disappear.

Trading platforms may become unavailable.

Orders may execute at prices different from those requested.

Historical performance does not predict future performance.

No software can eliminate these risks.

ARTICLE 4

THE NATURE OF OTE'S BUSINESS

OTE is a technology and software company.

OTE develops, licenses, distributes and supports software products, educational materials and related digital services.

OTE is **not** a bank.

OTE is **not** a deposit-taking institution.

OTE is **not** a stock exchange.

OTE is **not** a broker.

OTE is **not** a dealer in securities.

OTE is **not** an investment manager.

OTE is **not** a hedge fund.

OTE is **not** a mutual fund.

OTE is **not** a portfolio manager.

OTE is **not** a trustee of client investments.

OTE is **not** a financial adviser.

OTE does **not** accept client money for investment.

OTE does **not** pool investor funds.

OTE does **not** promise profits.

OTE does **not** guarantee returns.

OTE does **not** guarantee that any Software will generate profits, avoid losses, satisfy the rules of any proprietary trading firm, or remain compatible with any third-party broker, trading platform or external service.

You remain solely responsible for every decision relating to your trading activities, including whether to use any Software provided by OTE.

ARTICLE 5

ELIGIBILITY AND LEGAL CAPACITY

5.1 Eligibility

You may only use the Services if:

(a) you are at least eighteen (18) years of age or the age of legal majority in your jurisdiction, whichever is higher;

(b) you possess the legal capacity to enter into binding contracts;

(c) your use of our Services is lawful in your country or territory;

(d) you are not prohibited by any applicable law, court order, sanctions regime, or regulatory restriction from using our Services;

(e) all information you provide to OTE is accurate, complete, and not misleading.

If you are acting on behalf of a company, partnership, trust, or any other legal entity, you represent and warrant that you have full authority to bind that entity to this Agreement.

5.2 Jurisdictional Restrictions

OTE makes no representation that its Services are lawful or available in every country.

Certain jurisdictions prohibit or restrict software used in connection with leveraged financial trading, CFDs, cryptocurrencies, or automated trading.

You are solely responsible for determining whether your use of our Services is lawful in your jurisdiction.

OTE shall have no responsibility for your failure to comply with local laws.

5.3 Right to Refuse Service

OTE reserves the unrestricted right to refuse, suspend, or terminate Services to any person or entity where doing so is reasonably necessary to:

- comply with applicable law;
- comply with sanctions;
- reduce fraud;
- protect intellectual property;
- protect other users;
- maintain system integrity;
- investigate abuse; or
- protect OTE's commercial interests.

Nothing in this Agreement obligates OTE to provide Services to every applicant.

ARTICLE 6

ACCOUNT REGISTRATION

6.1 Registration

Certain Services require registration.

You agree to provide accurate and complete information during registration.

You shall promptly update any information that becomes inaccurate.

6.2 Identity Verification

OTE may request documentation to verify your identity at any time.

Such documentation may include:

- government-issued identification;
- proof of address;
- company registration documents;
- payment verification;
- beneficial ownership information;
- tax information;
- any other information reasonably required for compliance.

Failure to provide requested information may result in suspension or termination.

6.3 Account Security

You are solely responsible for:

- maintaining password confidentiality;
- protecting licence keys;
- protecting authentication devices;
- restricting unauthorized access;
- logging out of shared devices;
- monitoring your account.

Any activity occurring under your account shall be deemed to have been authorised by you unless proven otherwise.

6.4 Multiple Accounts

OTE may restrict multiple accounts where reasonably necessary to prevent:

- fraud;
- licence circumvention;
- affiliate abuse;
- promotional abuse;
- payment abuse;
- software piracy.

ARTICLE 7

SOFTWARE LICENCE

7.1 Licence Grant

Subject to your continued compliance with this Agreement, OTE grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable licence to use the Software solely for its intended purpose.

This licence grants permission to use the Software.

It does not transfer ownership.

7.2 Ownership

All Software remains the exclusive property of OTE.

Nothing in this Agreement transfers ownership of:

- source code;
- object code;
- algorithms;
- AI models;
- indicators;
- databases;
- strategies;
- documentation;
- updates;
- graphics;
- trademarks;
- business methods;
- trade secrets;
- confidential information.

7.3 Licence Restrictions

Except where expressly permitted by law, you shall not:

- copy the Software;
- sell the Software;
- rent the Software;
- lease the Software;
- sublicense the Software;
- distribute the Software;
- reverse engineer the Software;
- decompile the Software;
- disassemble the Software;
- decrypt the Software;
- modify the Software;
- create derivative works;
- remove copyright notices;
- remove licence protections;
- bypass activation systems;
- circumvent security features;
- extract source code;
- use automated tools to analyse proprietary algorithms;
- create competing products based upon the Software.

7.4 Licence Scope

Unless otherwise stated, every licence is issued for the specific user and account purchased.

Licences may include restrictions relating to:

- duration;
- device limits;
- trading account limits;
- VPS limits;
- subscription periods;
- activation limits.

OTE may employ technological measures to enforce licence restrictions.

7.5 Updates

OTE may release updates, improvements, bug fixes, security patches, compatibility changes, or feature modifications.

Some updates may be mandatory.

Failure to install required updates may affect Software functionality.

OTE is under no obligation to continue supporting outdated versions indefinitely.

ARTICLE 8

ACCOUNT SETUP SERVICES

8.1 Nature of Service

Where requested, OTE may assist in configuring:

- trading platforms;
- Expert Advisors;
- VPS environments;

- broker connections;
- prop firm accounts;
- software settings;
- risk parameters;
- integrations.

Such assistance is administrative and technical only.

It is not investment management.

8.2 Client Responsibility

Even where OTE assists with setup:

- you remain the account owner;
- you remain responsible for every trade;
- you retain full control over your account;
- you may disable the Software at any time unless restricted by the Software's design.

You remain solely responsible for monitoring your account.

8.3 No Ongoing Monitoring

Unless expressly agreed in writing, OTE does not continuously monitor:

- account balances;
- open positions;
- drawdowns;
- broker actions;
- margin levels;
- stop-outs;
- VPS uptime.

You remain responsible for monitoring your account.

ARTICLE 9

VPS SERVICES

9.1 Third-Party Infrastructure

OTE may recommend or assist with third-party VPS providers.

Unless expressly stated otherwise, VPS infrastructure is owned and operated by independent third parties.

OTE does not control their:

- hardware;
- networking;
- uptime;
- maintenance;
- cybersecurity;
- pricing;
- service quality.

9.2 No Guarantee of Availability

OTE does not guarantee uninterrupted operation of:

- VPS servers;
- internet connections;
- cloud infrastructure;
- electricity;
- telecommunications;
- hosting providers.

Interruptions may occur without notice.

9.3 Client Responsibilities

The Client remains responsible for:

- VPS subscription payments;
- server credentials;
- operating system updates;

- security;
- backups;
- internet connectivity.

ARTICLE 10

THIRD-PARTY SERVICES

Our Services may interact with third-party providers including:

- brokers;
- MetaTrader platforms;
- payment processors;
- cloud providers;
- VPS providers;
- AI providers;
- messaging platforms;
- hosting companies;
- exchanges;
- liquidity providers;
- market data providers.

These providers operate independently.

OTE neither owns nor controls them.

Their products and services are governed by their own terms and conditions.

OTE accepts no responsibility for acts, omissions, failures, insolvency, outages, pricing changes, delays, suspensions, regulatory actions, or breaches committed by any third party.

Your relationship with any third-party provider is separate from your relationship with OTE.

ARTICLE 11

USER RESPONSIBILITIES

You agree that you shall:

- use the Software lawfully;
- comply with this Agreement;
- maintain sufficient technical knowledge to operate your trading account responsibly or obtain independent assistance;
- maintain adequate account funding where necessary;
- monitor your trading account regularly;
- keep credentials confidential;
- promptly report security incidents;
- maintain compatible hardware and software;
- comply with broker requirements;
- comply with prop firm rules;
- comply with tax obligations;
- comply with applicable laws.

Failure to satisfy these responsibilities may adversely affect the operation of the Software.

OTE shall not be responsible for any resulting loss.

ARTICLE 12

PROHIBITED CONDUCT

You shall not:

- use stolen payment methods;
- impersonate another person;
- use fraudulent identities;
- interfere with Software operation;
- upload malicious code;
- attempt unauthorized access;
- exploit vulnerabilities;
- scrape proprietary data;
- conduct denial-of-service attacks;
- distribute malware;
- share licence keys;

- resell Software without authorization;
- circumvent licence restrictions;
- use Software for unlawful purposes;
- infringe intellectual property rights;
- harass OTE personnel;
- publish false or defamatory statements about OTE knowing them to be false or with reckless disregard for their truth;
- engage in fraudulent chargebacks;
- manipulate affiliate programmes;
- intentionally misuse support services.

OTE reserves the right to investigate suspected violations and take any lawful action, including suspension or termination of access, where reasonably justified.

ARTICLE 13

NATURE OF TRADING AND ASSUMPTION OF RISK

13.1 General Nature of Financial Markets

The Client acknowledges that financial markets are inherently uncertain and unpredictable.

The prices of currencies, commodities, indices, cryptocurrencies, shares, contracts for difference (CFDs), and other financial instruments fluctuate continuously due to numerous factors beyond the control of OTE, including economic conditions, political events, central bank decisions, interest rates, inflation, wars, civil unrest, natural disasters, pandemics, technological failures, market sentiment, institutional trading activity, government intervention, regulatory developments, and unforeseen global events.

No individual, institution, software application, algorithm, artificial intelligence system, trading strategy, or mathematical model can accurately predict future market movements with certainty.

Accordingly, the Client understands that financial losses are an ordinary and expected risk of trading.

13.2 Nature of Algorithmic Trading

Algorithmic trading involves the use of computer software to execute trading instructions according to predefined rules.

Although algorithmic trading may improve consistency and speed of execution, it cannot eliminate market risk.

The Client acknowledges that:

(a) software follows programmed logic;

(b) software cannot exercise human judgment beyond its programming;

(c) software cannot anticipate every market condition;

(d) software may produce undesirable outcomes during abnormal market conditions;

(e) software is dependent upon data received from third parties.

The use of automation does not reduce the inherent risks associated with financial markets.

13.3 Loss of Capital

The Client understands that using trading software may result in:

- partial loss of trading capital;
- total loss of trading capital;
- missed trading opportunities;
- unrealised profits;
- account drawdowns;
- account liquidation;
- broker stop-outs;
- disqualification from proprietary trading programmes;
- suspension or closure of trading accounts by third parties.

The Client accepts these risks.

13.4 Independent Decision-Making

The decision to:

- purchase OTE Software;

- activate any Software;
- connect the Software to any trading account;
- fund any trading account;
- determine risk settings;
- determine position sizes;
- continue using the Software; or
- discontinue using the Software,

is made solely by the Client.

OTE does not make these decisions on the Client's behalf.

13.5 Continuous Responsibility

The Client remains responsible for monitoring their trading account at all times.

The Client shall not assume that the Software eliminates the need for supervision.

The Client remains solely responsible for ensuring that trading activities remain appropriate for their own objectives and financial circumstances.

ARTICLE 14

NO INVESTMENT SERVICES

14.1 Nature of OTE

OTE is a technology company.

OTE develops and licenses software.

OTE provides educational and technical services.

OTE does not operate as:

- a bank;
- a securities dealer;

- an investment adviser;
- an asset manager;
- a hedge fund;
- a collective investment scheme;
- a mutual fund;
- a trustee of investments;
- a portfolio manager;
- a stockbroker; or
- a financial institution,

unless expressly licensed and stated otherwise in writing.

14.2 No Investment Advice

Nothing provided by OTE shall be interpreted as:

- investment advice;
- financial advice;
- tax advice;
- accounting advice;
- legal advice; or
- personalised recommendations.

Educational content, software outputs, tutorials, webinars, support communications, demonstrations, examples, illustrations, historical data, or marketing materials are provided for general informational purposes only.

They are not recommendations that any particular transaction is suitable for any particular Client.

14.3 No Recommendation to Trade

OTE does not recommend that any Client:

- buy;
- sell;
- hold;
- close;
- modify; or
- avoid

any financial instrument.

Any trading activity undertaken by the Client is based solely upon the Client's own independent judgment.

ARTICLE 15

NO FIDUCIARY, AGENCY, OR PARTNERSHIP RELATIONSHIP

Nothing contained in this Agreement creates:

- a fiduciary relationship;
- an agency relationship;
- a partnership;
- a joint venture;
- a trust relationship;
- an employment relationship; or
- a brokerage relationship

between OTE and the Client.

The Client remains solely responsible for all decisions concerning their finances and trading activities.

OTE does not owe fiduciary duties that arise from discretionary management of client investments because OTE does not manage client investments.

ARTICLE 16

PERFORMANCE DISCLAIMERS

16.1 No Guarantee

OTE does not guarantee:

- profits;
- account growth;
- successful trades;
- successful funding challenges;
- successful prop firm evaluations;
- account preservation;
- reduced losses;
- future performance; or
- compatibility with every broker or trading platform.

16.2 Historical Performance

Historical performance is not a reliable indicator of future results.

Any historical data displayed by OTE reflects past market conditions only.

Future market conditions may differ significantly.

16.3 Backtesting

Backtesting involves applying a trading strategy to historical market data.

Backtesting is hypothetical.

Backtesting cannot replicate every real-world trading condition.

Backtesting results may differ materially from live trading performance.

16.4 Simulated Results

Demonstrations, simulations, optimisation reports, modelling, and hypothetical examples are created under controlled conditions.

Such results should not be interpreted as evidence that identical or similar results will be achieved in live trading.

16.5 Testimonials

Testimonials describe the experiences of particular users.

Individual experiences vary.

Testimonials are not guarantees of future results and should not be interpreted as typical outcomes.

ARTICLE 17

MARKETING DISCLAIMER

Advertisements, promotional materials, website content, presentations, webinars, videos, emails, social media posts, demonstrations, case studies, educational materials, screenshots, graphics, charts, and other promotional content are prepared for marketing and educational purposes.

Unless expressly stated otherwise in writing, marketing materials:

- are not contractual promises;
- do not create warranties;
- do not guarantee future performance;
- do not modify this Agreement.

In the event of any inconsistency between marketing materials and this Agreement, this Agreement shall prevail.

ARTICLE 18

ARTIFICIAL INTELLIGENCE DISCLAIMER

Certain Services may incorporate artificial intelligence, machine learning, predictive analytics, automated decision-support tools, or similar technologies.

The Client acknowledges that AI systems:

- generate probabilistic outputs;
- may produce inaccurate information;
- may produce incomplete information;
- may generate inconsistent outputs;
- may rely upon incomplete datasets;
- may contain computational errors.

AI-generated information should always be independently evaluated before reliance.

The Client remains solely responsible for decisions made using AI-generated outputs.

OTE does not warrant the accuracy, completeness, reliability, or suitability of AI-generated information.

ARTICLE 19

BROKER, PROP FIRM, DEMO ACCOUNT, AND THIRD-PARTY DISCLAIMERS

19.1 Independent Brokers

The Client independently selects any broker used in conjunction with OTE Software.

OTE does not control the broker's:

- execution quality;
- pricing;
- spreads;
- leverage;
- liquidity;
- margin policies;
- commissions;
- operational practices; or

- financial condition.

Any dispute between the Client and a broker is solely between those parties.

19.2 Proprietary Trading Firms

OTE does not own, control, manage, supervise, or represent any proprietary trading firm unless expressly stated in writing.

Each proprietary trading firm establishes and enforces its own eligibility requirements, evaluation criteria, trading rules, payout policies, account restrictions, and disciplinary procedures.

OTE cannot guarantee that its Software complies with the rules of every proprietary trading firm, particularly where such rules change over time.

The Client remains solely responsible for understanding and complying with the applicable rules of any proprietary trading firm used.

19.3 Demo Accounts

Demo accounts simulate trading conditions but may not accurately reflect live market conditions.

Execution quality, pricing, liquidity, slippage, latency, emotional decision-making, and broker behaviour may differ materially between demo and live accounts.

Accordingly, success achieved in a demo environment should not be interpreted as an indication of likely success in a live account.

19.4 Third-Party Changes

OTE is not responsible for changes made by brokers, trading platforms, software vendors, proprietary trading firms, payment providers, VPS providers, exchanges, or any other third parties that affect the operation, compatibility, or performance of the Services.

Third parties may modify or discontinue their products or services at any time without notice to OTE.

ARTICLE 20

PRICING, PAYMENTS, TAXES AND BILLING

20.1 Pricing

The purchase price for any Software or Service shall be the price displayed by OTE or otherwise communicated to the Client at the time the order is accepted.

Prices may be displayed in Nigerian Naira, United States Dollars, or any other currency determined by OTE.

OTE reserves the right to modify prices for future purchases at any time without prior notice.

Price changes shall not affect orders that have already been accepted and paid for unless an obvious pricing error has occurred.

20.2 Payment Obligation

The Client agrees to pay all fees applicable to the Software or Services selected.

No licence, subscription, activation key, setup service, or digital product shall be delivered until payment has been successfully received and verified.

OTE reserves the right to reject or cancel any order where payment cannot be verified or is reasonably suspected to be fraudulent.

20.3 Subscription Services

Where a Service is provided on a subscription basis, the Client agrees to pay the recurring subscription fees applicable to that Service.

Unless otherwise expressly stated, subscriptions continue until cancelled by either party in accordance with this Agreement.

Failure to make payment may result in suspension or termination of access.

20.4 Taxes

Unless expressly stated otherwise, all prices are exclusive of taxes, duties, levies, withholding taxes, value added tax (VAT), goods and services taxes (GST), sales taxes, digital services taxes, or similar governmental charges.

The Client is solely responsible for paying all taxes applicable to their purchase or use of the Services, except taxes imposed on OTE's own income.

20.5 Currency Conversion

Payments processed in currencies different from the displayed purchase currency may be subject to exchange rate fluctuations and charges imposed by financial institutions or payment processors.

OTE has no control over exchange rates, conversion fees, intermediary bank charges, or card issuer fees and shall not be liable for any resulting differences in the amount ultimately charged or received.

20.6 Failed Payments

OTE may suspend or terminate Services where:

- payment is declined;
- payment is reversed;
- payment is disputed;
- payment is cancelled;
- payment is fraudulent; or
- payment remains outstanding after becoming due.

ARTICLE 21

DIGITAL PRODUCTS POLICY

21.1 Nature of Digital Products

The Client acknowledges that the majority of OTE's products consist of digitally delivered Software, licence keys, educational content, cloud services, AI services, setup services, downloadable materials, online access, and similar intangible products.

Such products are capable of immediate delivery and use.

21.2 Delivery

Digital delivery may occur through:

- account activation;
- email;
- licence issuance;
- software download;
- cloud access;
- online portal;
- API activation;
- remote installation; or
- other electronic means.

Delivery shall be deemed complete once OTE has made the purchased product or service available through the agreed delivery method.

21.3 Acceptance of Delivery

The Client acknowledges that digital delivery cannot ordinarily be returned in the same manner as physical goods.

Activation of a licence, download of Software, access to educational content, completion of setup services, or provision of credentials constitutes acceptance of delivery.

ARTICLE 22

REFUND POLICY

22.1 General Policy

Because OTE primarily supplies digital products, software licences, and electronically delivered services, all sales are generally final once delivery has commenced.

Subject to applicable law, refunds are not available after:

- licence activation;
- Software delivery;
- account activation;
- download;
- remote installation;
- VPS configuration;
- account setup;
- access to educational materials;
- provision of digital credentials; or
- commencement of Services.

22.2 Circumstances Where Refunds May Be Considered

Nothing in this Agreement excludes any refund rights that cannot lawfully be excluded under applicable legislation.

Where required by applicable law, OTE shall provide such remedies as are legally mandated.

OTE may also, in its sole commercial discretion, approve a refund, credit, replacement, or alternative remedy without admitting liability.

A discretionary refund granted in one case shall not create a precedent or entitlement in any other case.

22.3 Trading Losses

Trading losses shall never constitute grounds for a refund.

The Client acknowledges that the purchase is for Software or Services and not for guaranteed trading results.

22.4 Dissatisfaction

Personal dissatisfaction, misunderstanding of trading, failure to achieve expected results, changes in market conditions, changes in broker policies, or changes in proprietary trading firm rules do not, by themselves, entitle the Client to a refund.

ARTICLE 23

CHARGEBACKS AND PAYMENT DISPUTES

23.1 Obligation to Contact OTE

Before initiating a chargeback or payment dispute, the Client agrees to make reasonable efforts to contact OTE and allow OTE a reasonable opportunity to investigate and resolve the issue.

Nothing in this clause limits any statutory rights to dispute unauthorized or fraudulent payment transactions.

23.2 Fraudulent Chargebacks

A chargeback initiated in bad faith, including where the Client has received the purchased Software or Services and falsely alleges non-delivery or unauthorized use, shall constitute a material breach of this Agreement.

Where permitted by applicable law, OTE may:

- suspend licences;

- terminate Services;
- deny future purchases;
- pursue recovery of outstanding amounts;
- recover reasonable costs incurred in responding to fraudulent disputes; and
- take any other lawful action available.

23.3 Evidence

The Client acknowledges that OTE may rely upon records including:

- payment confirmations;
- electronic acceptance logs;
- IP address records;
- account access logs;
- licence activation records;
- download records;
- support communications;
- email records;
- remote setup records; and
- system logs,

as evidence of delivery, acceptance, and use of the Services, subject to applicable rules of evidence.

ARTICLE 24

ANTI-MONEY LAUNDERING (AML), KNOW YOUR CUSTOMER (KYC), AND FRAUD PREVENTION

24.1 Compliance

OTE may implement reasonable compliance procedures to reduce fraud, money laundering, terrorist financing, sanctions violations, identity theft, payment fraud, and other unlawful activities.

24.2 Verification

The Client agrees that OTE may request additional information where reasonably necessary to:

- verify identity;
- verify ownership of payment methods;
- investigate suspicious activity;
- comply with legal obligations; or
- protect the integrity of the Services.

Failure to provide requested information within a reasonable time may result in suspension or termination of access.

24.3 Refusal of Transactions

OTE reserves the right to refuse, delay, suspend, or cancel transactions where there are reasonable grounds to suspect fraud, unlawful conduct, sanctions violations, payment irregularities, identity theft, or other significant compliance concerns.

ARTICLE 25

LICENSE SUSPENSION, TERMINATION, AND REVOCATION

25.1 Suspension

OTE may suspend access to any Software or Service where it reasonably believes that:

- this Agreement has been breached;

- payment obligations have not been fulfilled;
- fraud is suspected;
- security has been compromised;
- unlawful activity is occurring;
- continued access presents a material security, operational, or legal risk.

Where reasonably practicable, OTE will notify the Client of the suspension and the general reason for it, unless doing so would compromise an investigation or legal obligation.

25.2 Termination by the Client

The Client may discontinue use of the Services at any time.

Termination by the Client does not entitle the Client to a refund except where required by applicable law or expressly agreed by OTE in writing.

25.3 Termination by OTE

OTE may terminate this Agreement immediately where the Client:

- materially breaches this Agreement;
- repeatedly breaches this Agreement;
- engages in fraud;
- infringes OTE's intellectual property rights;
- uses the Software unlawfully;
- compromises system security;
- intentionally interferes with Software functionality;
- knowingly provides false information during registration or verification.

25.4 Effect of Termination

Upon termination:

- all licences immediately cease unless otherwise stated;
- the Client shall cease using the Software;
- the Client shall remove or uninstall Software where technically applicable;
- OTE may deactivate licence keys;
- unpaid amounts lawfully due remain payable;

- accrued rights and obligations survive termination where their nature requires them to survive.

ARTICLE 26

INVESTIGATIONS AND COOPERATION

Where OTE reasonably suspects fraud, abuse, intellectual property infringement, cybersecurity incidents, payment fraud, or other material breaches of this Agreement, OTE may conduct a reasonable investigation.

The Client agrees to cooperate with lawful requests for information relating to such investigations.

Nothing in this Article authorizes OTE to access the Client's devices, accounts, or confidential information without the Client's consent or other lawful authority.

Failure to cooperate with reasonable requests directly relating to the investigation may result in suspension or termination of Services where proportionate to the circumstances.

ARTICLE 27

INTELLECTUAL PROPERTY RIGHTS

27.1 Ownership

All intellectual property rights in and relating to the Software and Services are and shall remain the exclusive property of OTE or its licensors.

Nothing contained in this Agreement transfers ownership of any intellectual property to the Client.

27.2 Protected Property

The following are protected by applicable intellectual property laws and this Agreement, whether registered or unregistered:

- software;
- source code;
- object code;
- Expert Advisors (EAs);
- algorithms;
- artificial intelligence models;
- indicators;
- trading logic;
- databases;
- APIs;
- scripts;
- dashboards;
- graphics;
- website designs;
- documentation;
- manuals;
- videos;
- educational materials;
- marketing materials;
- logos;
- trademarks;
- business methods;
- confidential processes;
- proprietary workflows;
- compilations;
- datasets;
- updates;
- enhancements;
- derivative works;
- know-how; and
- trade secrets.

27.3 Reservation of Rights

All rights not expressly granted under this Agreement are reserved by OTE.

No implied licence shall arise merely because the Client has purchased Software or Services.

27.4 Trademarks

"Optimum Tick Experts", "OTE Traders", "OTE Academy", logos, slogans, product names, and associated branding are proprietary trademarks or trade identifiers belonging to OTE unless otherwise indicated.

The Client shall not use OTE branding in any manner likely to create confusion, imply endorsement, or misrepresent any relationship with OTE without prior written consent.

ARTICLE 28

CONFIDENTIAL INFORMATION AND TRADE SECRETS

28.1 Confidential Information

Confidential Information includes any non-public information disclosed by OTE, including:

- algorithms;
- source code;
- software architecture;
- pricing models not publicly published;
- business strategies;
- licensing methods;
- AI models;
- risk management methodologies;
- product roadmaps;
- customer information (where disclosure is lawful);
- internal documentation;
- technical specifications;
- security procedures; and
- proprietary research.

Information that is publicly available through no breach of this Agreement, independently developed without use of OTE's confidential information, or lawfully obtained from a third party without confidentiality obligations shall not be considered Confidential Information.

28.2 Client Obligations

The Client shall:

- maintain the confidentiality of Confidential Information;
- use Confidential Information only as permitted under this Agreement;
- exercise reasonable care to protect Confidential Information from unauthorized disclosure.

The Client shall not disclose Confidential Information except where required by law or with OTE's prior written consent.

28.3 Trade Secrets

The Client acknowledges that certain technologies, methodologies, algorithms, optimisation techniques, business processes, and software logic constitute valuable trade secrets.

Any unauthorized disclosure or misuse may cause significant commercial harm that may not be adequately compensated by monetary damages alone.

Nothing in this clause limits any remedies available under applicable law.

ARTICLE 29

SOFTWARE SECURITY AND REVERSE ENGINEERING

The Client shall not, except to the extent such restrictions are prohibited by mandatory applicable law:

- reverse engineer;
- decompile;
- disassemble;
- decode;
- decrypt;
- bypass security measures;

- remove licence protections;
- circumvent activation systems;
- interfere with anti-piracy mechanisms;
- attempt to discover source code;
- create derivative software based upon OTE Software.

The Client shall not knowingly introduce malware, ransomware, viruses, trojans, spyware, malicious scripts, or other harmful code into OTE systems.

The Client shall not intentionally interfere with the availability, integrity, or security of OTE's infrastructure.

ARTICLE 30

FEEDBACK AND SUGGESTIONS

OTE welcomes feedback intended to improve its products and services.

Where the Client voluntarily submits suggestions, recommendations, enhancement ideas, bug reports, feature requests, comments, or similar feedback, the Client grants OTE a perpetual, worldwide, non-exclusive, royalty-free licence to use, modify, implement, publish, adapt, and incorporate that feedback into its products and services without further compensation, provided that any personal data contained in such feedback is handled in accordance with applicable privacy laws.

Submission of feedback does not transfer ownership of the Client's unrelated intellectual property.

ARTICLE 31

CLIENT DATA AND PRIVACY

31.1 Privacy Commitment

OTE respects the privacy of its Clients and will process personal data in accordance with applicable data protection laws, including the Nigeria Data Protection Act and other applicable legal requirements.

31.2 Categories of Information

OTE may collect information reasonably necessary to provide the Services, including:

- name;
- email address;
- telephone number;
- billing information;
- payment confirmations;
- licence information;
- device identifiers;
- IP addresses;
- browser information;
- operating system information;
- account activity;
- support requests;
- communications;
- verification documents where required.

OTE will only collect personal data that is reasonably necessary for legitimate business purposes or as otherwise permitted or required by law.

31.3 Purposes of Processing

Personal information may be processed for purposes including:

- account administration;
- software licensing;
- customer support;
- identity verification;
- fraud prevention;
- cybersecurity;
- payment processing;
- compliance with legal obligations;
- service improvement;
- communications relating to the Services.

Where required by applicable law, OTE will rely on an appropriate legal basis for processing personal data.

31.4 Data Security

OTE will implement reasonable administrative, technical, and organisational safeguards designed to protect personal information against unauthorized access, disclosure, alteration, or destruction.

No internet-based system can be guaranteed to be completely secure.

Accordingly, OTE cannot guarantee absolute security.

31.5 Data Retention

Personal information shall be retained only for as long as reasonably necessary for legitimate business purposes, compliance with legal obligations, dispute resolution, enforcement of agreements, or as otherwise required or permitted by applicable law.

31.6 International Processing

Where personal information is processed or stored outside Nigeria, OTE shall take reasonable steps to comply with applicable legal requirements governing cross-border data transfers.

ARTICLE 32

COOKIES AND ANALYTICS

OTE may use cookies, analytics technologies, pixels, local storage, and similar technologies to:

- maintain website functionality;
- authenticate users;

- improve security;
- remember preferences;
- analyse website performance;
- improve user experience;
- detect fraud.

Where required by applicable law, OTE will provide appropriate notice and obtain any legally required consent for non-essential cookies or similar technologies.

ARTICLE 33

CYBERSECURITY

The Client agrees to use reasonable measures to protect access credentials and systems used in connection with the Services.

The Client shall promptly notify OTE if the Client becomes aware of:

- unauthorized account access;
- compromised credentials;
- suspected malware affecting the Software;
- cybersecurity incidents that may materially affect the Services.

OTE may implement security measures including:

- licence verification;
- multi-factor authentication;
- device verification;
- fraud detection;
- access monitoring;
- security logging.

Such measures are intended to protect both OTE and its Clients.

ARTICLE 34

EXPORT CONTROLS AND SANCTIONS COMPLIANCE

The Client represents and warrants that:

- the Client is not prohibited by applicable sanctions or export control laws from receiving the Services;
- the Client will not use the Services in violation of applicable export control or sanctions laws;
- the Client will not knowingly provide access to the Services to persons or entities prohibited under applicable law.

OTE may suspend or terminate Services where continued provision would reasonably be believed to violate applicable sanctions, export control laws, or binding legal obligations.

ARTICLE 35

RECORDS, ELECTRONIC COMMUNICATIONS, AND ELECTRONIC ACCEPTANCE

35.1 Electronic Records

The Client agrees that OTE may maintain records relating to the Services in electronic form.

Electronic records maintained in the ordinary course of business may be relied upon by OTE, subject to applicable rules of evidence.

35.2 Electronic Communications

The Client consents to receive communications electronically, including:

- invoices;
- receipts;
- account notices;
- licence notices;
- support communications;
- security alerts;
- legal notices;
- updates to this Agreement.

Electronic communications shall satisfy any legal requirement for written communication to the extent permitted by applicable law.

35.3 Electronic Acceptance

The Client acknowledges that clicking an acceptance button, ticking a checkbox, electronically signing, completing payment after being presented with this Agreement, activating a licence, or continuing to use the Services after reasonable notice of updated terms may constitute electronic acceptance of this Agreement, where recognized by applicable law.

The Client agrees that such electronic acceptance has the same legal effect as a handwritten signature to the extent permitted by applicable law.

ARTICLE 36

LIMITATION OF LIABILITY

36.1 Allocation of Risk

The Client acknowledges that the pricing of OTE's Software and Services is based upon an agreed allocation of commercial risk between the parties.

The limitations of liability contained in this Agreement are an essential part of that allocation and form a material basis upon which OTE agrees to provide the Software and Services.

36.2 No Liability for Trading Decisions

To the fullest extent permitted by applicable law, OTE shall not be liable for losses arising from or relating to:

- trading decisions made by the Client;
- investment decisions;
- account funding decisions;
- leverage selected by the Client;
- position sizing;
- risk settings;
- stop-loss placement;
- take-profit placement;
- broker selection;
- proprietary trading firm selection; or
- continued use of the Software after the Client becomes aware of issues affecting its operation.

The Client remains solely responsible for all trading decisions.

36.3 No Liability for Market Events

OTE shall not be liable for losses arising from:

- market volatility;
- flash crashes;
- market gaps;
- abnormal spreads;
- slippage;
- liquidity shortages;
- trading halts;
- exchange closures;
- economic announcements;
- central bank decisions;
- wars;
- terrorism;
- civil unrest;
- government intervention;
- sanctions;
- natural disasters;
- pandemics; or
- other market events beyond OTE's reasonable control.

36.4 No Liability for Third Parties

OTE shall not be responsible for the acts, omissions, failures, insolvency, downtime, delays, pricing, execution quality, or policies of:

- brokers;
- proprietary trading firms;
- payment processors;
- cloud providers;
- VPS providers;
- MetaTrader platform providers;
- internet service providers;
- telecommunications providers;
- hosting companies;
- financial exchanges;
- liquidity providers;
- AI providers; or
- other independent third parties.

36.5 Indirect Damages

To the fullest extent permitted by applicable law, OTE shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including:

- loss of profits;
- loss of revenue;
- loss of business opportunities;
- loss of goodwill;
- reputational harm;
- business interruption;
- loss of anticipated savings;
- loss of data;
- loss of use; or
- economic loss,

whether arising in contract, tort (including negligence), statute, or otherwise.

Nothing in this Agreement excludes liability that cannot lawfully be excluded.

36.6 Liability Cap

To the fullest extent permitted by applicable law, OTE's aggregate liability arising out of or relating to this Agreement shall not exceed the total amount actually paid by the Client to OTE for the specific Software or Service giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to liability.

This limitation does not apply where prohibited by mandatory law.

36.7 Duty to Mitigate

The Client agrees to take reasonable steps to mitigate any loss or damage that may arise in connection with the use of the Software or Services.

ARTICLE 37

CLIENT INDEMNITY

The Client agrees to indemnify and hold harmless OTE, its directors, officers, employees, contractors, licensors, affiliates, successors, and assigns from and against losses, liabilities, damages, judgments, settlements, costs, and reasonable legal expenses arising out of or relating to:

- the Client's breach of this Agreement;
- the Client's unlawful conduct;
- infringement of third-party rights by the Client;
- misuse of the Software;
- fraudulent activity;
- disputes between the Client and any broker, proprietary trading firm, payment provider, VPS provider, or other third party;
- taxes payable by the Client;
- content or information supplied by the Client.

This obligation applies only to the extent the losses are caused by the Client's acts or omissions and does not require the Client to indemnify OTE for OTE's own fraud, wilful misconduct, or other liability that cannot lawfully be excluded.

ARTICLE 38

FORCE MAJEURE

OTE shall not be liable for delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including:

- acts of God;
- floods;
- fires;
- earthquakes;
- epidemics;
- pandemics;
- war;
- terrorism;
- riots;
- civil disorder;
- labour disputes;
- power failures;
- internet outages;
- cyberattacks;
- governmental actions;
- sanctions;
- failures of telecommunications networks;
- failures of third-party infrastructure; or
- any other event beyond OTE's reasonable control.

OTE shall use reasonable efforts to resume performance once the force majeure event has ceased.

ARTICLE 39

CONSUMER PROTECTION

Nothing in this Agreement excludes, limits, or restricts any statutory right or remedy that cannot lawfully be excluded or limited under applicable law.

Where any provision of this Agreement conflicts with a mandatory legal requirement, that provision shall be interpreted or modified only to the extent necessary to comply with the applicable law, while preserving the remaining provisions of this Agreement as far as possible.

ARTICLE 40

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to conflict of law principles, except where mandatory laws of another jurisdiction apply and cannot lawfully be excluded.

ARTICLE 41

DISPUTE RESOLUTION

41.1 Good Faith Negotiation

Before commencing formal proceedings, either party shall provide written notice describing the nature of the dispute and allow the other party a reasonable opportunity to resolve the matter through good-faith discussions.

41.2 Arbitration

If the dispute cannot be resolved through negotiation within thirty (30) days after receipt of written notice, either party may refer the dispute to arbitration seated in Lagos State, Nigeria, in accordance with the applicable arbitration laws in force in Nigeria.

Unless otherwise agreed by the parties or directed by the arbitral tribunal:

- the arbitration shall be conducted in English;

- a single arbitrator shall be appointed unless the complexity of the dispute reasonably requires a panel;
- the arbitral award shall be final and binding, subject to any rights of challenge or appeal that cannot lawfully be excluded.

Nothing in this Article prevents either party from applying to a court of competent jurisdiction for urgent interim or conservatory relief where appropriate.

41.3 Jurisdiction of Courts

Subject to the arbitration provisions above, the courts of Lagos State and other courts having competent jurisdiction within the Federal Republic of Nigeria shall have jurisdiction over matters relating to this Agreement, including the recognition or enforcement of arbitral awards and applications for interim relief.

ARTICLE 42

NOTICES

Any notice under this Agreement shall be given by:

- email;
- courier;
- registered post;
- personal delivery; or
- any other method agreed in writing by the parties.

The Client is responsible for keeping contact information current.

Notices sent electronically shall be deemed received when transmitted, unless the sender receives a notice indicating that delivery failed.

ARTICLE 43

ASSIGNMENT

The Client may not assign, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without OTE's prior written consent.

OTE may assign or transfer this Agreement as part of:

- a corporate restructuring;
- merger;
- acquisition;
- sale of assets; or
- other lawful business reorganisation,

provided such assignment does not materially reduce the Client's contractual rights under this Agreement.

ARTICLE 44

WAIVER

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

Any waiver shall be effective only if made in writing by the party granting the waiver.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

ARTICLE 45

SEVERABILITY

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect.

Where reasonably possible, the invalid provision shall be interpreted or modified so as to reflect its original commercial purpose while complying with applicable law.

ARTICLE 46

SURVIVAL

The following provisions, together with any other provisions that by their nature are intended to survive termination, shall survive the termination or expiration of this Agreement:

- payment obligations accrued before termination;
- intellectual property rights;
- confidentiality obligations;
- limitation of liability;
- indemnification;
- dispute resolution;
- governing law;
- record retention obligations;
- provisions relating to unpaid fees;
- any accrued rights or remedies.

ARTICLE 47

ENTIRE AGREEMENT

This Agreement, together with any documents expressly incorporated by reference, constitutes the entire agreement between the parties concerning the Software and Services and supersedes all prior discussions, negotiations, understandings, representations, and agreements relating to its subject matter.

The Client acknowledges that, in entering into this Agreement, they have not relied upon any representation or statement not expressly contained in this Agreement, except where such reliance cannot lawfully be excluded.

ARTICLE 48

AMENDMENTS

OTE may amend this Agreement from time to time to reflect:

- changes in law;
- regulatory requirements;
- technological developments;
- security requirements;
- changes to the Services;
- operational improvements.

Where changes materially affect the Client's rights or obligations, OTE will provide reasonable notice through its website, customer portal, email, or another appropriate electronic communication before the changes take effect, unless immediate changes are required by law or for security reasons.

Continued use of the Services after the effective date of the amended Agreement constitutes acceptance of the amendments, except where applicable law requires a different process.

ARTICLE 49

CONTACT INFORMATION

Questions regarding this Agreement may be directed to OTE using the contact details published on OTE's official website or through any other official communication channel designated by OTE.

The Client should ensure that communications are directed only to official OTE channels to reduce the risk of fraud or impersonation.

ARTICLE 50

FINAL ACKNOWLEDGEMENT

BY CLICKING "I ACCEPT," REGISTERING AN ACCOUNT, PURCHASING A PRODUCT OR SERVICE, ACTIVATING A LICENCE, INSTALLING SOFTWARE, REQUESTING SETUP SERVICES, ACCESSING THE WEBSITE, OR OTHERWISE USING ANY OTE SOFTWARE OR SERVICES, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTOOD IT, HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE IF THEY CHOSE TO DO SO, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

THE CLIENT FURTHER ACKNOWLEDGES THAT THEY UNDERSTAND THE RISKS OF FOREX, CFD, AND ALGORITHMIC TRADING, THAT OTE IS A SOFTWARE AND EDUCATION COMPANY RATHER THAN AN INVESTMENT MANAGER OR FINANCIAL ADVISER, AND THAT ALL TRADING DECISIONS AND THEIR CONSEQUENCES REMAIN THE CLIENT'S RESPONSIBILITY.