General Terms and Conditions (GTC) of U-Trading

Risk warning regarding automated trading systems and crypto markets

The use of automated software solutions to support transactions in the crypto sector ("trading bots") and trading in crypto assets involves significant risks. Crypto markets are subject to strong price fluctuations and regulatory uncertainties. The use of such software can lead to losses, especially in the event of misconfiguration, limited API functionality, or unforeseen market events.

U-Trading does not offer personal investment advice, asset management, or any guarantee of trading success. The responsibility for setting up and using the bot licenses, connecting to external trading platforms, and for all trading decisions lies solely with the user. U-Trading does not guarantee any minimum or target returns. Information about possible profits, distributions, or "profit increases" are solely representations of potential and do not constitute a promise or liability.

Further information on the risks can be found in the full risk disclaimer at:www.utrading.com/disclaimer .

Note on the language version of the GTC

The following General Terms and Conditions (GTC) are legally binding in the present language version. Users who do not fully understand the language of individual content or provisions are obliged either to obtain a professional translation by a sworn translator or to use a machine translation at their own risk for better comprehensibility.

ULTIMA TRADING expressly points out that language-related misunderstandings, misinterpretations or comprehension problems do not give rise to any separate liability or legal consequences. Only the objective content of the present language version is decisive.

§ 1 Definitions

Within the scope of these General Terms and Conditions (GTC), the following terms shall apply:

(1) **"U-Trading"** refers to the platform operated by Senta Tech LLC, through which registered users receive temporary access to automated software modules which, once activated, can be connected via a technical API interface to an account managed by the user at an external third-party crypto exchange.

(2) "Trading bot" refers to an automated software component that is activated by the user and generates transaction triggers based on predefined technical parameters. It is used exclusively via an API interface on the account controlled by the user at an external third-party crypto exchange. The technical integration of the bot into the user environment is carried out via the infrastructure of the U-Trading platform. U-Trading does not individually control or influence specific transactions.

(3) "License" refers to the temporary, non-exclusive, non-transferable right to use a specific trading bot. The license is granted to the user free of charge; However, the bot only becomes active once the user has established the necessary link to an external third-party crypto exchange via an API interface and has loaded the corresponding equivalent value in U-Chain coins onto the platform. The bot only starts after successful API connection and loading. This activation process must be carried out separately for each license purchased or each bot. The license term ends automatically as soon as the bot has reached the trading target defined in the module description (e.g., 220%, 500%, 1,500% of the stored activation volume). Once this target has been reached, the license is permanently terminated and cannot be reactivated.

(4) "Third-party crypto exchange" refers to an external trading platform on which the user carries out crypto transactions via their own account. The connection to the U-Trading platform is established via an API interface provided by the respective third-party provider. U-Trading is not the provider of these external platforms and accepts no responsibility for their services, availability, or legal framework.

§ 2 Provider and subject matter of the contract

(1) The contractual partner within the scope of these General Terms and Conditions is:

Senta Tech LLC
Omar Khizanishvili Str. N 264 Gldani District, Tbilisi Technology Park Free Industrial Zone
Tbilisi, Georgia
Email: info@utrading.com
(hereinafter referred to as "U-Trading")

(2) U-Trading operates a digital platform through which registered users can acquire temporary rights of use for automated software modules (so-called "trading bots"). These modules are technically designed so that they can be connected to external user accounts at third-party crypto exchanges via an API interface. Activation takes place exclusively by connecting to such a third-party crypto exchange via API and by loading the corresponding equivalent value in U-Chain coins onto the platform. The selected trading bot only starts after the API connection has been successfully established and the equivalent value has been loaded.

(3) The bot functionality is provided under a limited-term license model. The license is granted to the user free of charge; however, activation requires the provision of a corresponding consideration in the form of a top-up with U-Chain coins (see § 4). Upon successful API connection and top-up, the user is granted the contractually agreed right to use the selected trading bot. Direct payment to U-Trading in fiat currency or other cryptocurrencies is not provided for. A refund of the service provided in the course of license activation (top-up) is excluded, subject to mandatory legal provisions.

(4) The software is not purchased or permanently transferred. The user receives a temporary, non-transferable right to use the technical functions provided by U-Trading. The software may only be used to configure and control automated processes that are handled via external third-party crypto exchanges. U-Trading does not carry out any transactions itself and is not involved in the trading of crypto assets.

(5) Use of the platform requires a link to an existing user account with an external third-party crypto exchange. The functionality of the bot modules cannot be guaranteed without such an account. The user is solely responsible for setting up, securing, and providing the necessary API access data.

(6) U-Trading accepts no responsibility for technical malfunctions, execution errors, or API restrictions caused by external third-party crypto exchanges or their terms and conditions. The respective exchange provider is an independent third party and not a vicarious agent of U-Trading.

§ 3 Registration and use of the platform

(1) Use of the U-Trading platform requires prior registration by the user. Use without registration is not possible, as individual user and API data are required to activate and control the trading bots.

(2) The user undertakes to provide all necessary information completely and truthfully during registration. Required information includes, in particular, first and last name, a valid email address, a secure password, and information about the country of origin and, if necessary for operation, API access data for a user account with an external third-party crypto exchange.

(3) The user must be of legal age and have full legal capacity. U-Trading reserves the right to request proof of identity (KYC procedure) within the scope of legal requirements or for security reasons.

(4) The user is solely responsible for setting up and securing their user account with a third-party crypto exchange and for properly generating and integrating the API access data. U-Trading accepts no liability for errors, delays, or security breaches in connection with the use of such external exchange access.

(5) U-Trading reserves the right to refuse registrations or the activation of bot licenses at its own discretion and without giving reasons, in particular in the event of technical risks, suspicion of misuse, or incomplete information.

(6) Each user may only create one personal user profile. The transfer of access data or the use of a profile by third parties is not permitted. In the event of violations, U-Trading is entitled to block access temporarily or permanently.

(7) The use of the platform is only permitted within the scope of the intended technical functionality. Any manipulation of the interface, automated mass requests, or circumvention of security measures are prohibited.

§ 4 Conclusion of contract and license activation

(1) U-Trading offers the user various license models for automated trading bots. These licenses grant the user a temporary, non-transferable right to use a selected trading bot in connection with a user account linked via an API interface to an external third-party crypto exchange for a specific period of time.

(2) The contract is concluded as soon as the user has completed all of the following steps:

- License selection: The user selects a specific license model (trading bot) on the platform.

- API link: The user establishes the technical link between the selected bot and their account with a supported third-party crypto exchange via the API interface.

- Top-up with U-Chain coins: The user tops up their account on the platform with the amount of U-Chain coins required for the selected license model (according to the specified equivalent value).

- Activation confirmation: U-Trading confirms the successful activation of the license to the user and starts the bot.

Each bot or license must be activated individually in this manner. If the above steps are not completed in full, the bot will not be activated and no contract for the use of the respective trading bot will be concluded.

(3) The amount of U-Chain Coins required to activate a license model is displayed on the platform (including the corresponding euro equivalent for guidance, if applicable). U-Trading will inform the user transparently of the respective amount of this consideration before the top-up is carried out.

(4) As soon as the user has successfully established the required API connection and topped up with U-Chain Coins, and U-Trading has activated the license, the contractually agreed service provision (operation of the trading bot) shall commence. Reversal or ordinary termination of the license by the user after activation is excluded, unless mandatory statutory provisions provide otherwise.

(5) The user acknowledges that the use of a digital trading bot module is exclusively via the technical connection and the loading of U-Chain Coins. U-Trading does not offer any alternative activation methods or means of payment. A claim for reimbursement after activation is only possible within the framework of mandatory statutory provisions.

§ 5 Right of withdrawal for digital services

(1) If the user is acting as a consumer, they are generally entitled to a statutory right of withdrawal in accordance upon conclusion of the contract. The withdrawal period is 14 days from the date of conclusion of the contract.

(2) However, in the case of contracts for the provision of digital content that is not delivered on a physical data carrier – as in the case of usage licenses for trading bots – the right of withdrawal expires prematurely if:

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a) U-Trading has begun to perform the contract after the user has **expressly agreed** that performance may begin before the expiry of the withdrawal period,

and

b) the user has **confirmed** their **knowledge** that they will lose their right of withdrawal upon complete fulfillment of the contract.

(3) U-Trading shall obtain the necessary consent and confirmation in a clear and comprehensible manner before activating the license. Without these declarations, the license will not be activated and the service will not commence.

(4) U-Trading shall provide the user with details of the right of withdrawal, including a model withdrawal form, during the ordering process and in text form. The model withdrawal form is available at any time at: www.utrading.com/widerruf.

(5) The right of withdrawal applies exclusively to consumers. Users who, at the time of conclusion of the contract, are acting in the exercise of their commercial, independent, or freelance activity are considered entrepreneurs and have no statutory right of withdrawal.

(6) Legal entities or partnerships are generally not considered consumers unless they can prove that the order is predominantly not attributable to their commercial or independent professional activity. In cases of doubt, U-Trading may request appropriate evidence.

§ 6 Term, use, and resource behavior

(1) The term of a bot license is not determined by the calendar, but by the objective. It ends automatically as soon as the performance limit specified in the respective module description has been reached in relation to the stored activation volume (e.g., 220%, 500%, etc.). The relevant performance is calculated on the basis of the cumulative realized profits on the linked user account as achieved by the bot. Separate termination is not required to terminate the license.

(2) The individual license models each define an underlying required activation volume and an associated performance multiplier, upon reaching which the bot is automatically deactivated. The applicable values are taken from the module description on the platform valid at the time of license activation.

(3) The user can manually pause and reactivate the bot functionality at any time during the term. No performance calculation takes place during a pause; upon reactivation, the bot continues its activity until the defined performance limit is reached or the user pauses it again.

(4) Partial or no use of the bot during the activation phase does not result in a refund or extension of the service period. The same applies to technical restrictions on the part of external third-party crypto exchanges or the user themselves.

(5) The license term is based exclusively on the contractually agreed performance limit of the respective license model. Upon reaching this limit, use ends automatically, regardless of when the license was activated or to what extent the bot was actually used.

(6) U-Trading reserves the right to further develop or adapt the technical availability, behavior, or execution of individual bots, in particular in the case of security or performance-related requirements. A significant restriction of the contractually guaranteed main service is excluded.

§ 7 API connection and third-party responsibility

(1) The functionality of the trading bots provided requires a technical link to a user account with an external third-party crypto exchange. This link is established by integrating the individual API access data generated by the user via the respective exchange platform and made available to U-Trading.

(2) The user is solely responsible for:

- setting up and managing their user account with a third-party crypto exchange,

- the correct generation of API keys and the selection of the appropriate permissions,

- and the confidentiality and security of their access data.

(3) U-Trading has no influence on the functionality, accessibility, or availability of external third-party crypto exchanges and accepts no responsibility for actions, execution errors, or security issues arising in connection with the user account maintained there or the respective interface. The respective exchange provider is an independent third party and not a vicarious agent of U-Trading.

(4) Any restrictions, API changes, or outages at a third-party crypto exchange may temporarily or permanently impair the use of the bots. In such cases, there shall be no entitlement to a refund, extension, or replacement service, provided that the impairment is beyond U-Trading's control.

(5) The user expressly acknowledges that the use of the API interface is at their own risk. They are obliged to check the API connection regularly and ensure that all technical requirements for using the bots are met.

§ 8 Availability of services and system requirements

(1) U-Trading strives to provide the functions offered on the platform—in particular the provision and control of the trading bots—with a high level of technical availability. An average annual availability of at least 90% is targeted but not guaranteed. Delays due to network congestion or smart contract upgrades do not constitute guaranteed availability.

(2) The following times in particular are not taken into account when calculating availability:

- scheduled or security-related maintenance work,

- further developments and system adjustments,

- technical disruptions beyond our control (e.g., power outages, network failures, attacks by third parties),

- or failures on the part of external providers, in particular third-party crypto exchanges.

(3) The user shall ensure that the technical requirements for using the platform are met. These include, among other things:

- a current Internet browser with JavaScript and cookie functions enabled,

- a stable internet connection,

- the complete setup and functional connection of the API interface to a supported third-party crypto exchange,

- and, if required for the use of the respective license model, the use of a compatible wallet infrastructure for managing the cryptocurrencies used.

(4) Restrictions in functionality that are attributable to inadequate technical equipment or incorrect operation by the user do not entitle the user to a refund, extension, or compensation.

(5) U-Trading reserves the right to temporarily interrupt the services in order to maintain system security or to carry out technical adjustments. As a rule, the user will be informed of this in advance, provided this is technically and organizationally possible.

§ 9 Termination, blocking, and termination of contract

(1) The user may terminate the user relationship with U-Trading at any time by giving notice in writing (e.g., by email to the address specified in the legal notice). Termination shall only affect future use of the platform and shall not affect any licenses already activated or services already rendered.

(2) Bot licenses that have already been activated shall continue to run until the contractually agreed performance limit has been reached, regardless of whether the user relationship has been terminated in the meantime. There is no entitlement to a refund of the consideration paid for the license activation (e.g., the U-Chain coins charged), unless mandatory statutory provisions provide otherwise.

(3) U-Trading is entitled to terminate the contractual relationship with the user without notice for good cause, in particular if:

- the user violates essential provisions of these GTC,

- unauthorized interference with the functioning of the platform or API occurs,

- misuse of the bots or attempts at manipulation are detected,

- or false information is provided during registration or account linking.

(4) U-Trading may temporarily block user accounts in order to carry out security checks or to prevent imminent damage to the system. The user will be informed of the reason for and duration of the block, if possible.

(5) Termination or suspension by U-Trading shall not affect services already rendered in connection with activated licenses. In such cases, a refund shall only be made if mandatory statutory provisions so require or if the termination is based on conduct on the part of U-Trading that is in breach of contract.

(6) The assertion of further rights – in particular to injunctive relief, damages, or criminal prosecution – is expressly reserved.

§ 10 Liability and responsibility

(1) U-Trading shall be liable without limitation for damages resulting from intentional or grossly negligent breach of duty by U-Trading, its legal representatives or vicarious agents, as well as for damage to life, limb or health.

(2) U-Trading shall only be liable for other damages – regardless of the legal basis – in the event of a breach of essential contractual obligations (cardinal obligations). In such cases, liability shall be limited to the foreseeable damage typical for this type of contract. Any further liability is excluded.

(3) Liability for indirect damage and consequential damage – in particular loss of profit, loss of data, transaction losses or market changes – is excluded, unless based on intent or gross negligence.

(4) U-Trading accepts no liability for:

- Execution errors, delays, or failures in connection with an external third-party crypto exchange,

- errors in API integration that are attributable to improper setup or operation by the user,

- the performance or algorithmic logic of the bot itself,

- market price changes or the development of the value of the cryptocurrencies used within the platform,

- the functionality or immutability of the underlying smart contracts, including any hard fork risks, network disruptions, or unforeseen liquidity pool shortages.

(5) The user is obliged to comply with all applicable laws, regulations, and third-party terms and conditions when using the platform. The user is solely liable for any violations. The user indemnifies U-Trading from all claims by third parties that are asserted due to illegal use by the user.

(6) The provisions of the Product Liability Act and other mandatory statutory liability provisions remain unaffected.

§ 11 Data protection

(1) U-Trading processes the user's personal data exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

(2) Use of the platform requires registration. In this context, U-Trading only collects data that is necessary for contract execution, license activation, communication, and system security. This includes, among other things, name, email address, country of origin, crypto wallet address (if required for the respective license type), and, if applicable, API access data for a user account with a third-party crypto exchange.

(3) Data processing is carried out on the basis of Art. 6 (1) lit. b GDPR (contract fulfillment), Art. 6 (1) lit. c GDPR (legal obligations) or – in the case of voluntary information – in accordance with Art. 6 (1) lit. a GDPR (consent). Consent given can be revoked at any time with effect for the future.

(4) U-Trading does not pass on personal data to third parties unless:

- this is necessary for the performance of the contract,

- required by law,

- or expressly requested or authorized by the user.

(5) Users have the right at any time to:

- information about the personal data stored by U-Trading (Art. 15 GDPR),

- Correct inaccurate data (Art. 16 GDPR),

- erase or restrict processing (Art. 17, 18 GDPR),

- and data portability (Art. 20 GDPR), where applicable.

(6) Further information on data protection, the technologies used, and the rights of users can be found in the current **privacy policy** of U-Trading, available at: www.utrading.com/privacypolicy.

§ 12 Changes to the contract

(1) U-Trading reserves the right to amend these General Terms and Conditions (GTC) at any time if this is necessary due to technical developments, legal requirements, court decisions or economic necessities and does not unreasonably disadvantage the user.

(2) The user will be informed of any planned changes at least 5 calendar days before they come into effect by email or by notification in the user area. The notification of changes will contain the specific adjustments as well as information on the right of objection and its legal consequences.

(3) If the user does not object to the changes within the period specified in the notification, they shall be deemed approved. The user shall be expressly informed of this consequence in the notification of changes.

(4) In the event of an objection within the specified period, the contractual relationship shall remain in force under the previous terms and conditions. In this case, U-Trading reserves the right to terminate the contractual relationship with reasonable notice.

(5) Changes that affect essential parts of the contract – in particular the type or scope of the licenses, the technical requirements for use, or the activation modalities – shall only take effect if the user has expressly agreed to them.

§ 13 Regulatory notice

(1) U-Trading does not provide financial portfolio management, investment advice or investment brokerage. All information provided by U-Trading is intended solely for the technical provision of automated trading and distribution functions.

(2) The services provided by U-Trading do not constitute crypto-asset services pursuant to Art. 3 (1) No. 17–26 MiCAR for users based in the European Union. The user is responsible for checking the admissibility of the offer in their own jurisdiction.

(3) Any profits or positive performance are not guaranteed. Past performance is not a reliable indicator of future results. Users may suffer the complete loss of the capital invested.

§ 14 Final provisions

(1) The law of Georgia applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law, unless mandatory consumer protection provisions of the consumer's home country conflict with this.

(2) If the user is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes shall be the registered office of U-Trading.

(3) The contract language is German. If translations of these General Terms and Conditions are offered in other languages, these are for comprehension purposes only. The German version is the only authoritative version.

(4) Amendments or supplements to these General Terms and Conditions and ancillary agreements must be made in writing (e.g., by email) to be effective, unless a stricter form is required by law. This also applies to any amendment to this written form requirement itself.

(5) Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed agreed that comes closest to the economic purpose of the invalid provision. The same applies in the event of a loophole.

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