## PUBLIC OFFER

Общество с ограниPROFIT RIDERS Limited Liability Company (the"**Company**") publishes this Offer as follows:

## 1. TERMS AND DEFINITIONS

1.1. **Offer** – this document published in the public domain on the site <u>https://profitriders.com/</u>.

1.2. **Platform** – a software package posted on the Internet on the website at: <u>https://profitriders.com</u>, which is an information service that connects Users to make transactions with exchanges and crypto exchanges (hereinafter collectively referred to as the "specialized exchange"). The platform includes, but is not limited to, a set of graphic and informational materials, as well as computer programs and databases that ensure their availability on the Internet.

1.3. Acceptance of the offer – full and unconditional acceptance of the Offer by performing the actions specified in section 4 of this Offer.

1.4. **Agreement** – an agreement between the User and the Platform, which is concluded by accepting the offer.

1.5. **User** – an individual who is registered on the Platform and has accepted this Offer.

1.6. **Trader** – a user of the Platform or an algorithm that makes trades on a specialized exchange and displays the results of trading on the Platform.

1.7. **An active trader** is a trader who is registered on the Platform and regularly trades on a specialized exchange.

1.8. **Service package** – a set of conditions for User interaction with the Platform, grouped for billing purposes.

1.9. **Deposit** – the amount of money to be deposited by the User to the exchange account and required for trading.

1.10. **Remuneration** – monetary funds expressed as a percentage of the User's profitand collected in accordance with the procedure established by this offer.

1.11. **Trades** – financial operations (transactions) performed on the stock exchange for the purpose of making a profit.

1.12. Assets – tangible assets expressed in cryptoo- and / or monetary currency and held on the User's exchange account.

1.13. **Deposit drawdown** – a decrease in the value of the User's assets on the exchange account below the value of the deposit made.

1.14. **Information services** – a set of services provided by the Platform and aimed at making Users profit, depending on the chosen package of services.

1.15. **API key** – a software tool that allows the User to receive and send the data necessary for copying trades.

1.16. **Exchange account** – a personal account opened by the User for trading on a specialized exchange, integrated with the Platform.

1.17. **Cryptoexchange** is an online platform for trading cryptoassets.

#### 2. GENERAL PROVISIONS

2.1. This offer is publicly available and is intended for individuals to enter into an agreement with the Platform on the following terms.

2.2. The agreement between the User and the Platform is considered concluded under the terms of the offer from the moment of acceptance.

## 3. SUBJECT OF THE AGREEMENT

3.1. The Platform undertakes to provide the User with services, and the User undertakes to pay for these services and properly comply with the conditions set out in this offer.

3.2. The Platform's services are provided in the form of providing a platform for User interaction in order to copy the strategy of traders.

3.3. The User independently selects the appropriate package of services from those presented on the Platform's website.

3.4. The Platform's services include:

3.4.1. Providing the User with the opportunity to choose a Trader from the suggested options for a fee;

3.4.2. Informational support of interaction between Users.

# 4. PROCEDURE FOR ENTERING INTO AN AGREEMENT

4.1. Conclusion of this Agreement is made by performing the following actions by the User (acceptance of the offer):

4.1.1. The user on the Platform's website chooses the type of cooperation (Trader/User) and fills out the appropriate form. The user is fully responsible for the correctness and accuracy of the specified contact data, since the specified data will be used to exchange information.

4.1.2. Registration of the User on the Platform confirms that the User has read the terms of this public offer and fully and unconditionally accepts them.

# 5. PROCEDURE FOR PROVIDING SERVICES TO THE USER

5.1. The user pre-registers on a specialized exchange integrated with the Platform.

5.2. After registering on the Platform, the User voluntarily selects a service package from the options offered by the Platform and connects the API key to the Platform.

5.3. After purchasing the service package and enabling the API key, the User is given the choice of a Trader for further interaction.

5.4. After the User connects to the Trader, trades made by the Trader on their exchange account are copied via the API key to the биржевой User's exchange account.

5.5. Services are considered to be provided by the Platform and accepted by the User without drawing up certificates of acceptance of the services provided from the moment the User is granted access to the Platform.

5.6. The User understands and acknowledges that trading on a specialized exchange involves risks. Atthe same time, the User independently sets the lower threshold of assets, both for a separate transaction and for a deposit, upon reaching which trading stops.

5.7. In case of a drawdown of the deposit to the amount set in the risk management system (with a possible error of 5%), the Platform disconnects the User from the Trader and closes the trades.

## 6. PROCEDURE FOR RENDERING SERVICES TO A TRADER

6.1. After registering on the Platform and π connecting the API keys of a specialized exchange integrated with the Platform, the Trader's trading results are displayed on the Platform.

6.2. Each Trader registered on the Platform Трейдеру is assigned a different rank depending on the duration of work with the Platform and the number of successful trades.

6.3. Traders with the "novice " rank cannot be selected by Users to copy trades. Atthe same time, Users registered using the Trader's referral link can connect to it regardless of rank.

# 7. PAYMENT PROCEDURE WITH USERS

7.1. The cost of the Platform's services for the User depends on the selected service package.

7.2. The user pays for the selected service package at the specified price.

7.3. After successful payment, the User gets access to the Platform for a period of 3 (three) months to 1 (one) calendaroro year, after which the User, at his own discretion, either continues to use the Platform's services by paying for a new period, or disconnects from the Platform.

7.4. The service package will be considered paid for from the moment the funds are credited to the Platform's current account.

7.5. On the last day of the month, each User receives an invoice (invoice) for payment for information services in the amount of 40% of Пользователем the profit received by the User from each Trader.

7.6. The amount specified in clause 7.5 is distributed as follows:

7.6.1. 30% - Trader's reward.

7.6.2. 10% – distributed by the Platform for marketing purposes.

7.7. To calculate the amount specified in clause 7.5, the User's net profit (net of losses) is used for all trades on the User's exchange account, starting from 12:01 UTC on the first day and ending at 12:00 UTC on the last day of the settlement month. If a trade is closed on the User's exchange account on the last day of the month after 12:00 UTC, it is counted in the invoice for the next month.

7.8. Payment for information services is made by the User within 72 hours from the moment of issuing the invoice (invoice). In case of non-payment or late payment of the issued invoice, the User's access to the Platform is temporarily blocked until full payment is made.

7.9. Tradera's remuneration is calculated based on the results of each month of work with the User, depending on the profit from trading in accordance with the procedure established by Section 7 of this Offer.

7.10. The Trader's remuneration is accrued from the 1st to the 30th day of each month after receiving payment from the User on the issued invoice.

7.11. Theoзнаграждение Trader's reward for the current month is paid only in case of a positive result from his trading.

7.12. The platform reserves the right to change its pricing policy depending on changes in market conditions.

#### 8. AFFILIATE PROGRAM

8.1. If new Users register on the Platform at the invitation of existing Users, the invited Userь receives a reward as a percentage of the income of the invited User (referral).

8.2. The amount of User remuneration under the affiliate program is set depending on the selected service package and is indicated on the site <u>https://profitriders.com/</u>.

8.3. The amount of remuneration for an active Trader registered on the Platform under the partner program is 15% of the cost of the service package sold.

#### 9. LIABILITY OF THE PARTIES

9.1. The Platformis notresponsible for non-compliance of the provided services with the User's expectations and / or for their subjective assessment. Such non-compliance with expectations and / or negative subjective assessment are not grounds for considering the services provided to be of poor quality, or not in the agreed amount.

9.2. No information or other materials provided by the Platform under this Agreement can be considered as guarantees. Making decisions based on all the information provided by the Platform is the exclusive responsibility of the User. The User assumes full responsibility and risks associated with using the Platform.

9.3. The User understands and acknowledges that the Platform's services consist in providing access to the Platform. Onceдоставления access to the Platform is granted, the funds paid by the User will **NOT BE REFUNDED.** 

9.4. The Platform does not guarantee the User to make a profit and is not responsible for the outcome of trades carried out by the User.

9.5. The User is solely responsible for the deposit made by him and the assets on the exchange account.

9.6. If the User violates the payment procedure with the Platform established by this Agreement, the User's access is temporarily blocked until full paymentis made.

9.7. The Platform's responsibility is limited to ensuring User interaction and maintaining its functionality.

9.8. The choice of a specialized exchange for trading is made by the User and the Trader independently from the list of exchanges integrated with the Platform. In case of choosing a specialized exchange that is prohibited in the host country, the User and the Trader are independently responsible for all the consequences associated with this choice.

## **10. DISPUTE RESOLUTION UNDER THE AGREEMENT**

10.1. All disputes or disagreements arising between the parties under or in connection with this Agreement are resolved through negotiations between the parties.

10.2. All claims are sent via the Platform's website. The term of consideration of claims by the parties is 15 calendar days from the date of receipt.

10.3. If it is impossible to resolve disputes through negotiations between the parties, they are subject to consideration in the relevant court in accordance with the current lawonдательствуmediation.

## **11. TERM OF VALIDITY AND MODIFICATION OF THE AGREEMENT**

11.1. This Agreement comes into force from the moment the User accepts the offer and is valid until fulfillment of the obligations by the Parties.

11.2. The User agrees and acknowledges that making changes to the offer entails making these changes to the Agreement concluded and valid between the Platform and the User, and these changes take effect simultaneously with such changes in the offer. The current version of the offer is available on the Platform. Continuing to use the Platform will mean that the User agrees to the terms of the new version of the offer. If the User does not agree with the terms of the new version of the offer, they can stop using the services, and the funds paid by the User **are not refundable**.

#### **12. COPYRIGHT NOTICE**

12.1. The Company owns all proprietary rights, including intellectual property rights, to all content and software on the Platform, without exception. The Platform's content and software are protected by copyright.

12.2. Users are prohibited from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, downloading, transmitting, selling or otherwise distributing or using the Platform's content and software, unless such actions are expressly permitted by the terms of this Offer.

12.3. Nothing in the text of this Offer can be interpreted as transferring to the User any exclusive rights to the content (in whole or in a separate part) and the Platform software.

#### **13. FORCE MAJEURE**

13.1. The Parties are released from liability for violation of the terms of the Agreement, if such violation is caused by force majeure (force majeure), including: actions of state authorities (includingthe adoption of regulatory legal acts), fire, flood, earthquake, other natural disasters, lack of electricity, computer and/or Internet connection failurest includingserver failures, software failures, hacker attacks and other technical problems, strikes, military operations, terrorist attacks, epidemics, pandemics, quarantine restrictions, civil unrest, riots, and any other circumstances, not limited to the above, that may affect the parties ' performance of their obligations under this Agreement. To the agreement.

13.2. In the event of a force majeure eventcrB cτ, the affected party must notify the other party within 5 (five) calendar days of the occurrence of such event.

13.3. In the event of force majeure, the time period for the Parties to fulfill their obligations under the agreement is postponed in proportion to the time of force majeure, as well as the time required to eliminate their consequences.

## **14. FINAL PROVISIONS**

14.1. In everything that is not regulated by this Offer, the parties are guided by the current legislation.

14.2. By accepting the terms of this Offer, the User agrees to receive SMS notifications to their email and instant messengers about all events held by the Platform, their terms, financial conditions and other information, regardless of the validity period of this offer.

14.3. The recognition by a competent court of any provision of this offer as invalid or not subject to enforcement does not entail the invalidity or unenforceability of other provisions of the Agreement.