Terms of Service

Please read these terms carefully before using our website or engaging our services.

Effective Date: March 6, 2025 | Last Updated: March 6, 2025

1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client," "you," or "your") and Algocipher Quantitative ("Company," "we," "our," or "us") governing your access to and use of our website at algocipherquantitative.com and all services, products, and technology solutions we provide.

By accessing our website, submitting an inquiry, entering into a service agreement, or using any of our products (including Radar 61), you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must discontinue use of our website and services immediately.

2. Our Services

Algocipher Quantitative operates through two primary divisions:

Custom Technology Services

We design and build bespoke trading technology for institutional and professional clients, including trading platforms, execution infrastructure, market data pipelines, analytics engines, backtesting systems, risk management tools, and automation solutions. Specific deliverables, timelines, pricing, and terms for each engagement are governed by the written service agreement executed between the parties.

Proprietary Products

We develop and offer proprietary software tools for traders, including Radar 61, our AI-powered trading signal and pattern recognition platform. Use of any product is subject to these Terms and any applicable product-specific subscription or license agreement.

We reserve the right to modify, suspend, or discontinue any service or product at any time with reasonable notice where possible.

3. Eligibility

To use our website or engage our services, you must be at least 18 years of age and have the legal authority to enter into binding contracts. By using our services, you represent and warrant that you meet these requirements.

Our services are intended for professional, institutional, and sophisticated users in the financial services and trading industry. Use of our services does not constitute investment advice, and we do not provide regulated financial advice or portfolio management services.

4. Accounts and Access

Where account access is required to use our products or platforms, you are responsible for maintaining the confidentiality of your login credentials. You agree to notify us immediately at hello@algocipherquantitative.com if you suspect any unauthorized access to your account.

You are responsible for all activity that occurs under your account. We are not liable for any loss or damage arising from your failure to maintain credential security.

5. Payment Terms

Custom Development Projects

For bespoke technology projects, payment is structured as follows unless otherwise agreed in writing:

- 40% due at project commencement
- 30% due at agreed midpoint milestone
- 30% due upon project completion and delivery

Specific pricing, milestone definitions, and payment schedules are detailed in the applicable service agreement.

Product Subscriptions

Subscription fees for products such as Radar 61 are billed in advance on the applicable billing cycle. Fees are non-refundable except as expressly stated in the product agreement or required by applicable law.

Late Payments

We reserve the right to suspend access to services or products in the event of late or failed payment. We may also charge reasonable interest on overdue balances as permitted by applicable law.

> All fees are stated exclusive of applicable taxes. Clients are responsible for all taxes, duties, or levies applicable in their jurisdiction.

6. Intellectual Property

Custom Work Product

For custom development projects, upon receipt of full payment, all code, systems, and deliverables created specifically for the client under a signed service agreement are transferred to the client. The client will own all custom work product, including source code and related documentation.

Pre-Existing IP and Proprietary Tools

We retain all rights to our pre-existing intellectual property, proprietary frameworks, internal tools, platforms, and methodologies used in delivering services. Nothing in any service agreement grants the client ownership of our core technology stack or general tools unless explicitly stated.

Products

Our products, including Radar 61, are licensed, not sold. All rights in the product, including underlying algorithms, software, and content, remain the exclusive property of Algocipher Quantitative.

Website Content

All content on algocipherquantitative.com, including text, graphics, logos, and design, is our property or licensed to us. You may not reproduce, distribute, or create derivative works without our prior written consent.

7. Confidentiality

In the course of an engagement, both parties may have access to confidential information belonging to the other. Each party agrees to keep such information confidential, use it only for the purposes of the engagement, and not disclose it to third parties without prior written consent, except as required by law.

Confidentiality obligations survive the termination of any service agreement for a period of three (3) years, or as otherwise specified in the applicable agreement.

8. Prohibited Use

You agree not to use our website, services, or products to:

- Violate any applicable law, regulation, or regulatory requirement

- Engage in market manipulation, fraud, or any illegal trading activity

- Reverse engineer, decompile, or attempt to extract source code from our proprietary products

- Resell or sublicense our products or services without written authorization

- Transmit malware, viruses, or harmful code through our systems

- Interfere with or disrupt the integrity of our services or infrastructure

- Use our services in any manner that could damage our reputation or business

Violation of these prohibitions may result in immediate termination of your access and legal action where appropriate.

9. Disclaimers

No Financial or Investment Advice

Nothing on our website, in our products, or in our communications constitutes financial, investment, legal, or trading advice. Trading involves significant risk of loss. Past performance is not indicative of future results. You are solely responsible for your trading decisions.

Services Provided "As Is"

Our website and products are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that our services will be uninterrupted, error-free, or free of harmful components.

Third-Party Integrations

We are not responsible for the performance, availability, or accuracy of any third-party platforms, data providers, brokers, or APIs that our services may integrate with or rely upon.

10. Limitation of Liability

To the fullest extent permitted by applicable law, Algocipher Quantitative and its team members, contractors, and affiliates shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, trading losses, or business interruption, even if we have been advised of the possibility of such damages.

Our total aggregate liability to you for any claims arising out of or related to these Terms or our services shall not exceed the total fees paid by you to us in the three (3) months preceding the claim.

Some jurisdictions do not allow the exclusion or limitation of certain liabilities. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless Algocipher Quantitative and its officers, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to your use of our services, your violation of these Terms, or your violation of any third-party

rights.

12. Termination

We reserve the right to terminate or suspend your access to our services or products at any time, with or without notice, for conduct that we determine violates these Terms or is harmful to other users, us, or third parties.

You may discontinue use of our products at any time. Termination of a service engagement is governed by the terms of the applicable service agreement. Upon termination, your obligation to pay any outstanding fees remains in effect.

13. Governing Law and Disputes

These Terms shall be governed by and construed in accordance with applicable law. Any disputes arising out of or in connection with these Terms or our services shall first be subject to good-faith negotiation between the parties. If negotiation is unsuccessful, disputes shall be resolved through binding arbitration or the courts of competent jurisdiction, as specified in the applicable service agreement.

Where no service agreement exists, you agree to submit to the exclusive jurisdiction of the courts of competent jurisdiction for any claims arising from your use of our website.

14. Changes to These Terms

We reserve the right to update or modify these Terms at any time. When we do, we will update the "Last Updated" date at the top of this page. Material changes will be communicated via email (where we have your contact information) or through a prominent notice on our website. Continued use of our services after changes take effect constitutes acceptance of the revised Terms.

15. Contact Us

If you have any questions about these Terms of Service, please contact us:

- • Email: hello@algocipherquantitative.com
- • Website: algocipherquantitative.com