

General Terms and Conditions (GTC) for the Use of Skypex Proprietary Trading Platform and Services

1. Scope and Contractual Parties

These General Terms and Conditions (GTC) govern the use of the products and services (referred to as "Products" or "Services") provided through the online user interface at skypex.io.

The contracting parties for the use of the Services are ARTHWO LTD, S.A., Bella Vista Urbanization, Samuel Lewis Avenue & 55 Street, Panama City in the Republic of Panama, Email: info@arthwo.com (hereinafter referred to as "We" or "Skypex" and the customer (hereinafter referred to as "You," "Customer," or "User"). ARTHWO LTD, S.A. is authorized and tasked with the distribution of the Products and Services by the rights holders and is entitled to employ its own distribution channels. Skypex is a protected product name of ARTHWO LTD, S.A.

To become a distributor for Skypex, you must enter into a separate partner agreement designated by ARTHWO LTD, S.A.

If you intend to purchase other products which are related to the Skypex family additional terms and conditions must be accepted, as specified separately.

These terms of use apply exclusively. The user's terms and conditions do not apply, even if we have not explicitly objected to their application in individual cases.

Our offerings are gradually developed; therefore, some Products or Services may not be available or may only be partially available.

Skypex may make the use of the website(s) or individual functions, as well as the extent to which certain functions can be used, subject to specific conditions, such as the verification of registration data, duration of use, payment behavior, or the submission of specific documents (e.g., proof of identity and/or residence).

Skypex reserves the right to impose special terms and conditions for certain items or Services at any time.

Your consent to these terms and conditions is considered given once you use the website(s) for the first time.

If you do not agree to these terms and conditions, you should immediately cease using the website(s).

No part of this website(s) is to be regarded as a binding offer that can be accepted. Your order constitutes a binding offer, and our acceptance of this offer is deemed to have occurred when we send you a confirmation email indicating that your order has been accepted.

2. System Failures, Technical Requirements, Availability

The availability of our website(s) to the user is subject to the current state of technology. Skypex reserves the right to temporarily restrict Services if necessary due to capacity limits, security aspects, or to implement technical measures required to provide or improve the Services (maintenance work). In such cases, the legitimate interests of Skypex users will be considered, for example, through timely notifications. This provision does not affect the liability limitations that are part of this agreement.

In the event of unexpected system failures affecting the use of our website(s), users will be duly informed.

Access to our website(s) is exclusively through a browser or apps on a computer or mobile device with an internet connection.

To ensure the full functionality of our website(s), users must always use the latest technologies (browser or app) and/or enable them on their computer (e.g., JavaScript, cookies, pop-ups).

The use of outdated or uncommon technologies can lead to restrictions in the use of the websites. Please note that the display and printing of data shown on the website may vary depending on individual hardware or software configurations, deviating from the screen content.

The responsibility for the internet connection lies with the user, and Skypex has no influence or responsibility in this regard.

3. Restrictions

Only adults are allowed to use the website(s). In general, this applies if the user is at least 18 years old. If there is a different age limit for legal capacity or adulthood in the user's country, it will apply accordingly.

Eligibility participants must ensure they comply with all applicable legal and regulatory requirements in their jurisdiction and understand that all tax liabilities and compliance with tax laws are the responsibility of the users.

4. Offered Products and Services

The Products and Services include educational materials, AI, trading and other software products, as well as online education services in the form of individual items and subscriptions.

5. Responsibilities

ARTHWO LTD, S.A. is responsible for the marketing, distribution/sale of Products and Services, and the overall business organization of Skypex.

Tradegree L.L.C. manages the intellectual property rights of the project's founders, including patents, and holds ownership of all educational products and services offered under the Skypex.

Invount Ltd. acts as the Chief Financial Officer (CFO) and oversees all financial matters, including the processing and insurance arrangements related to Skypex.

SC Consulting Ltd. is responsible for the accounting and acts with the payment provider CoinPayments Inc.

6. Terms of Use

6.1. Registration

To use Skypex's website(s), registration must be completed. There is no entitlement to be registered.

All data provided in the registration process must be correct and complete. Subsequent changes must be communicated to Skypex.

Passwords must be kept confidential and not shared with third parties. In case of loss, Skypex must be notified immediately.

User data must not be transferred.

Skypex reserves the right to restrict the use of the website(s) for individual users, especially in cases where there are peculiarities in the verification of submitted data, payment behavior, etc.

When accessing Skypex's website(s), the user is obligated not to use them for illegal, immoral, or inappropriate purposes. Avoid any actions that could violate laws or incite others to act unlawfully. This includes the infringement of intellectual property, harm to minors, disclosure of confidential information, and the commission of crimes.

It is prohibited to use our services for harassing, defamatory, threatening, obscene, racist, sexist, or otherwise offensive or inappropriate actions.

Use Skypex's services responsibly and consider that others, including vulnerable individuals, might observe users' activities.

Skypex explicitly reserves the right to immediately block users if their usage violates these terms and conditions.

6.2. Trading Packages

Skypex offers different trading packages that determine the specific rules and progression for traders through Levels 1, 2, and 3. Details about the packages, including rules, pricing, and profit-sharing structure, are provided on the Skypex website and are subject to change.

6.3. Trading Levels

There are three levels in the Skypex trading progression:

6.3.1. Level 1 – Virtual Money Trading

Traders will commence with virtual funds and are required to trade in compliance with the specific rules of their selected package. They must adhere to risk management guidelines, including limitations on position size, daily loss thresholds, and drawdown limits. Traders who meet the profit targets and risk management criteria outlined in their package will advance to Level 2.

6.3.2. Level 2 – Advanced Virtual Money Trading

Traders will continue to trade with virtual funds but will be subject to stricter rules. The profit targets and risk management requirements will be more stringent, according to the purchased package. In order to advance to Level 3, traders must successfully complete Level 2.

6.3.3. Level 3 – Funded Account

Upon successful completion of Level 2, traders may receive a funded account from Skypex, which may be provided within 12 months from the date after the completion of Level 2. All trading will be conducted with real funds provided by Skypex, and the same risk management and trading rules will apply. The profit-sharing arrangements will depend on the trader's chosen package, with a portion of the profits allocated to the trader and the remainder to Skypex. Skypex reserves the right to delay or withdraw the allocation of the funded account based on the trader's prior performance or behavior on the platform. It is important to note that there is no entitlement to such an account.

6.3.4. Trading conditions

The full and legally binding trading conditions are outlined in the 'Trading Rules,' which are available on the Skypex website. By participating in trading, all users agree to comply with these rules.

Advancement to Level 3 may be subject to additional conditions, such as financial considerations or feasibility.

6.4. Use of Third-Party Providers

We engage third-party providers, including but not limited to Skypex, for the facilitation of our trading services. Any fees or charges assessed by these third-party providers are the sole responsibility of the trader. We disclaim any liability for such fees, and they will be deducted from the trading profits. By utilizing our trading services, you acknowledge and agree to the conditions stated herein, including the potential impact of third-party fees on your overall trading profits.

6.5. Profit Sharing in Level 3

The profit-sharing ratios are determined by the package that has been purchased. Skypex reserves the right to modify the profit-sharing arrangement based on the trader's performance or compliance with the rules. The profit-sharing structure is outlined on the Skypex website and is subject to change.

6.6. Trading Rules and Restrictions

All traders are required to adhere to the following general rules, regardless of their trading level. The use

of copy trading services, AI trading systems, or bots is strictly prohibited. Any violation of this rule will lead to an immediate ban and termination of the trader's account.

Traders must comply with strict risk management rules, including limitations on position size, leverage, maximum daily loss, and drawdown. Additionally, only trading instruments approved by Skypex, as specified in each package, are permitted for use.

6.7. Failure and Restart Policy

If a trader fails to meet the criteria in Level 1 or Level 2, they will have the opportunity to restart the trading progression up to two times.

In case of failure, the trader must begin again from Level 1.

Traders are required to purchase a new package within 14 days of failing a level in order to continue.

Failure to do so within this period will result in termination from the evaluation process.

If the trader restarts within 14 days, they are eligible to purchase the same trading package at a 50% discount on their original package, for a maximum of two times.

6.8. Package-Specific Rules

Each trading package will include specific rules governing various aspects of trading. These rules will cover leverage limits, defining the maximum allowable leverage per trade, and position sizing, which establishes the size of positions relative to the account size.

Profit targets will be clearly defined to indicate the goals required for advancing to the next level.

Additionally, a minimum number of trading days will be specified before a trader can progress to the next level. All detailed rules and structures are provided on the Skypex website and are subject to change.

6.9. Funded Account Allocation

All taxes, including capital gains tax or income tax on profits, are the sole responsibility of the trader. It is the trader's responsibility to ensure they meet the legal age requirement and comply with all applicable regulations in their jurisdiction.

6.10. Prohibited Conduct

Traders are prohibited from engaging in any illegal, fraudulent, or unethical activities, including but not limited to using multiple accounts to circumvent the rules, sharing account access with third parties, colluding with other traders to manipulate trades, or using AI bots, trading signals from any provider, or engaging in copy-paste trading.

6.11. Disqualification and Termination

Skypex reserves the right to immediately disqualify or terminate a trader's account if they violate any of the trading rules or terms outlined herein, engage in prohibited trading methods such as copy trading or the use of AI systems, provide false information or engage in fraudulent activities, or promote Skypex as an investment platform.

6.12. Refund Policy

Skypex does not offer refunds for purchased trading packages, except in cases of administrative errors or platform malfunctions, as determined at Skypex's discretion.

6.13. Withdrawal of Profits

Traders in Level 3 may withdraw profits according to the withdrawal rules defined in their package. Skypex reserves the right to review and approve all withdrawals based on compliance with these Terms and Conditions. Rules and structure, are provided on the Skypex website and are subject to change.

6.14. Suspension of Accounts

Skypex may suspend or terminate a trader's account under the following circumstances: suspected violations of the rules or fraudulent activity, failure to comply with the trading package rules, or upon the trader's request for account closure.

6.15. Communication

All communication between Skypex and traders will occur via email or the platform's internal messaging system. It is the trader's responsibility to ensure they regularly check these channels for updates and information.

6.16. Bereavement or Case of Death

In the event of the account holder's death, the Position in the Networking model and all associated benefits will be transferred to a person designated by the account holder during their lifetime, via his registered email to Skypex, provided that the designated person fully complies with these Terms and Conditions without any restrictions. However, if no person has been designated by the account holder during their lifetime, the account and its associated benefits will revert to Skypex. The benefits of the trading account cannot be transferred.

Actual information on how to contact Skypex, is provided on the Skypex website and is subject to change.

7. Payment Terms

We accept payments in various cryptocurrencies through our payment provider, CoinPayments Inc. Once you select your preferred cryptocurrency, you will be redirected to the CoinPayments platform to complete the payment process.

Please note that payment processing is handled by CoinPayments Inc., and we assume no liability for any errors or delays caused by CoinPayments Inc.

All displayed prices are final prices and include costs for monetary transactions, currency conversion, and any other applicable process-related expenses.

For all accounting purposes we have contracted SC Consulting Ltd. as Skypex's accounting partner.

8. Disclaimer

The information available on Skypex's website(s) does not constitute a consulting service by Skypex and cannot replace the advice of professionals. The customer is responsible for making and managing his investment and trading decisions.

Please note that dealing with crypto is at the users own risk and could potentially lead to a total loss.

Skypex is not liable for the achievement of the desired success that the user aims to achieve by using the website(s).

Furthermore, Skypex is liable, except for damages to life, body, and health, as well as the violation of essential contractual obligations, only for damages attributable to intentional or grossly negligent conduct. This includes indirect consequential damages, especially lost profits.

Unless intentional or grossly negligent actions are present or damages result from the violation of life, body, health, or essential contractual obligations, liability is limited to the foreseeable damage typical for such contracts at the time of the contract conclusion. This limitation also applies to indirect consequential damages,

especially lost profits.

9. Data Privacy

Skypex collects and processes only the data voluntarily provided by users in accordance with legal provisions. For further information on data protection regulations, please refer to Skypex's Privacy Policy.

10. International Use, Jurisdiction

Since all involved companies operate internationally, the user agrees that the Services can be used globally. The user is responsible for ensuring that the use of the Services is legal in their country or region.

The place of jurisdiction for all disputes related to these GTC and the use of Skypex's Services is Panama, unless mandatory consumer protection regulations of the user's country of habitual residence take precedence.

The place of jurisdiction and performance is always Panama if the user is a merchant, a legal entity under public law, or a public-law special fund.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

11. Changes to the GTC, Effective Date, Severability Clause

Skypex reserves the right to change these GTC at any time.

The amended conditions will be communicated to the user via email or through the user's interface. The use of the Services after such a change is considered acceptance of the new GTC.

These GTC come into effect once the user has confirmed the use of Skypex's Services by checking the appropriate box.

Furthermore, they come into effect through the continued use of Skypex's website(s).

If individual provisions of these General Terms and Conditions are or become invalid or unenforceable, this does not affect the validity of the General Terms and Conditions and/ or the usage agreement. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to the economic objective intended by the contracting parties with the invalid or unenforceable provision.

Note: This agreement is subject to modification or update at any time, without prior notice. It is the responsibility of the parties to regularly review the agreement for any amendments or updates. In case of any discrepancy between the English version and the translated versions of this information, the English version takes precedence.

Panama, 26.11.2024

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