

## **Terms and conditions**

This User Agreement (hereinafter the Agreement) governs the relationship between ART Cloud Technologies (39/5 Granton Crescent, Edinburgh, Scotland, EH5 1BN, register number SL34179) (hereinafter the Administration) on the one hand and User of the site on the other hand.

### **By using the site you agree to the terms hereof.**

If you do not agree to the terms hereof or you are under the age of 18, do not use the site <https://nox.bz> or its subdomains (<https://me.nox.bz>, <https://forum.nox.bz>) for commercial or any other purposes.

## **Rights and obligations of the parties**

### **User shall have the right to**

- Use information from the site for personal non-commercial purposes.
- Use information from the site for commercial purposes upon consent of the Administration.
- Copy information to other sites only if acknowledging the source.

### **Administration shall have the right to**

- Add, amend or cancel regulations at its own discretion and as needed.
- Add, modify or delete information.
- Restrict access to any information on the site.
- Refuse registration without a reason.

### **User shall be obliged to**

- Ensure the accuracy of the information provided.
- Update personal data provided during registration in case of any changes.
- Ensure protection of personal data from access by third parties.
- Not create multiple accounts on the site if they actually belong to the same person.
- Not prevent operation of the site.
- Not share his/her account and/or username and password with any third parties.
- Not perform any actions that mislead other Users.
- Not post any advertising, erotic, pornographic or offensive materials and any other information that is prohibited or contradicts to current laws.
- Not register an account on behalf of or instead of another person.
- Not use scripts (software) for automatic data collection and/or interaction with the Site and its services.

### **Administration shall be obliged to**

- Keep the site operating except for cases when it is impossible due to reasons beyond the Administration's control.

- Provide all available information about a User to authorized state agencies in cases stipulated by the laws.
- Protect information disclosure of which is restricted or prohibited under the laws by making a warning or by deleting an account of a user violating the rule.

### **Liabilities of the parties**

- In the event of force majeure (war, emergencies, natural disasters, etc.) the Administration shall not guarantee protection of information posted by a User, as well as uninterrupted operation of the information resource.
- Administration shall not be liable for mismatch between the expected and actually received services.
- Administration shall not be liable for services provided by third parties.
- Administration shall not be liable for possible financial loss of clients when trading at the foreign exchange market using the company's products.
- Administration shall not be liable for content posted at its resources by third-party users, including the forum at <https://forum.nox.bz>.

### **Refund policy**

- To get a refund for purchase of a package, the Client shall contact technical support service of the Company at the address [www.nox.bz@gmail.com](mailto:www.nox.bz@gmail.com) within 24 hours from payment. For U.S. citizens, refund is available within 30 days from the first purchase of any package.
- If a package is cancelled, access to personal cabinet will be blocked. It becomes impossible for the Client to restore access to his/her personal cabinet. After the package is cancelled repeated registration is not available.
- If a package is cancelled, all points accumulated under the Affiliate program are cancelled.
- If a package is cancelled, the fees of payment systems are not refundable.
- A package cannot be cancelled after first reward under the Affiliate program is received.
- A package cannot be cancelled after switching to a more expensive package.
- If a package is cancelled, subscription fee is returned in proportion to the number of days remaining before the package expires.
- If all terms of the refund policy are met, the Company shall make a refund within 14 business days.

### **Effectiveness of the Agreement**

This Agreement shall come into effect immediately after registration, that requires to agree to the terms hereof. This Agreement shall be effective until its termination. Administration shall have the right to make amendments hereto unilaterally and at its own discretion. In case of any amendments hereto the Administration shall notify users in any convenient way.

### **Additional information**

This User Agreement is executed in English and Russian languages. English version of the Agreement shall prevail.