

These Terms of Use govern your access to and your use of Stormberg (“Stormberg”, “we”, “Website, ”or “our”) and associated content, features, software, and applications (collectively, the "Service").

By accessing or using our Website and Services, you agree to comply with the version of the Terms posted on the website at the time you access Stormberg. These Terms of Use constitute a legally binding agreement from the moment you access our Website and/or start using our Services.

If you do not fully agree with these Terms of Use, you may neither access the Website nor use our Services and you must leave the Website immediately.

You also agree to comply with any applicable laws, regulations and requirements that may govern your access to and use of our Website and Service including, but not limited to, those relating to virtual currency trading. You must be at least 18 years of age to use the Services.

As we are constantly improving our Website and our Service, it may change occasionally as we evolve, refine, or add more features to the Service, often without prior notice to you. We will always make an effort to notify you of such changes, but you should also check back, see when Terms of Service were last updated (the date of the last update is always listed at the top) and review these to ensure you are aware of the latest provisions. If you continue to use the Website and/or the Services after you have learned of any changes or amendments hereto, you are deemed to have accepted these amendments and changes.

## 1. DEFINITIONS

Any capitalized terms used herein shall have the meaning given to them in the “Definitions” section unless explicitly stated otherwise.

“**you**” or “**Member**” refers to anyone, whether a legal or natural person, accessing and using our Website and our Services.

“**Party**” refers to Stormberg Investment Research or Member and “**Parties**” refer to Stormberg Investment Research and Member as the parties to the Agreement specified herein.

**“Agreement”** refers to a legal contract established between you and Stormberg Investment Research when you access the Website and/or start using the Services (not limited to subscription-based Services). The Agreement governs any rights and obligations of the Parties relating to any use of the Website and the Services and these Terms of Use constitute an integral part of such Agreement.

**“Website”** refers to the <https://stormberg.io/> website and any subdomains thereof.

**“Services”** refer to any services provided by Stormberg Investment Research as it is advertised on the Website including, but not limited to, the consulting services related to the virtual currency purchase, sale, and exchange (virtual currency trading).

**“Ideas”** refer to any analysis, opinions, tips, tricks, and/or other content containing any information on virtual currency trading.

**“Telegram Channel”** refers to any and all of our Telegram channels used to provide the Services.

**“Third-party services”** refer to any services that have been referenced on our Website including, but not limited to, virtual currency exchanges that you can use for virtual currency trading.

**“Provider”** refers to a provider, whether a legal or natural person, of any third-party services (as defined above).

The section headings in these Terms of Use are for convenience only and shall not govern the meaning or interpretation of any terms and clauses herein.

## 2. SERVICES

Our Services are provided to you via our Website and the Telegram Channels/Bots unless agreed otherwise on an *ad hoc* basis with you.

We provide you mainly with consulting services related to virtual currency trading. More specifically, we provide you with the ability to interact, follow and copy our investment ideas, and/or our portfolios, we also provide you with general tips and tricks as to how we trade with virtual currencies (in general we provide you with the Ideas).

Some more general information we provide to you free of any charges, but to access more specific and more frequent information on our virtual currency trading, you must subscribe to one of our memberships.

The exact specification of the Services then depends on the chosen membership plan and is always specified on the Website. Please, be

aware, that any information on response times and/or frequency of communication with you are of indicative nature only and shall not be considered binding.

**Please, be aware, that even though we provide you with a variety of Ideas that may be useful to you when deciding whether to enter into a trade, we never provide you with any financial advice that is tailored to your specific needs. We solely provide you with information based on our artificial intelligence service and opinions, therefore, our Services do not constitute neither financial nor investment advisory service.**

You have the sole discretion to decide on whether to act upon the Ideas and we shall have no power, authority, responsibility or obligation to ensure or cause you to act upon the Ideas.

**We reserve a right to deny you our Services for any reason (including a previous breach of these Terms of Use or applicable laws) or without any reason at all.**

Please, be aware, that you are allowed to use our Services only if you have full legal capacity and are at least 18 years old.

### 3. USER ACCOUNT

To access some sections of the Website or to use some of our Services you may be required to create a user account. You may create the user account yourself by following the procedures on our Website.

#### **Sign up**

The user account is created for every member who needs to obtain access to Ideas. When creating the user account, we will ask you to provide us with your email address and password. Once your user account is created, you will then use your email address to log in thereto.

#### **Your account, Your Responsibility**

You are solely responsible for all activities that occur from your user account and/or in connection therewith.

Therefore, you acknowledge that you are responsible for the protection of your mailbox, computer, smartphone, or other devices used to access the user account; and for any activity that occurs under your user account due to your failure to do so. If possible, we recommend you always log out of your user account when you are done using it. You must let us know immediately if you suspect any unauthorized access to your user account.

If you submit any information to us through the Website, including in connection with the user account creation, you represent such information as true, accurate, and complete. Should any of your account information change, you are obliged to update it immediately.

### **Personal Data**

The collection of your personal data in connection to the Website and/or the Service use shall be as limited as possible. Any collection, storage, and handling of your personal data shall be governed by a separate set of terms on handling the personal data of users, which shall be published on the Website.

### **User account termination**

You may delete your user account at any time by sending us a request from the email address provided when creating your user account. We may first verify the request and require you to provide additional verification.

We reserve a right to suspend or delete your user account including any submitted content without prior notice in the event you have breached these Terms of Use or any applicable laws. If you have already paid a subscription fee, the fee will not be refunded.

We reserve a right to delete your user account without any reason at all with a previous notification sent to you via email at least one month before the user account is deleted (this does not apply during the subscription period that you have already paid for).

If your user account is deleted for any reason, the information listed and accessible in your user account and respective user areas of the Website shall be lost.

### **Telegram account**

To use our Services, you may need to have a Telegram user account as we often use Telegram Channels to provide you with the Ideas.

Please, be aware that it is your own responsibility to create and maintain the Telegram account and we can be held responsible neither for any failure to do so nor for any other problems caused by Telegram when you access our Services (in such events you do not qualify for any refunds of paid subscription fees).

## 4. FEES

We offer various pricing models (subscriptions) for our Services depending on your circumstances and needs (various membership plans). Detailed information on the pricing models may be found on our Website.

Any information on our membership plans and pricing information published on the Website or communicated to you in any other way by us is of an informative nature only.

Please, be aware that any pricing information is subject to future changes without any prior notice and you must always review the current pricing information before subscribing for any membership plan or before extending your current subscriptions.

You can either pay in USD using Coinbase services or select a cryptocurrency to pay with another wallet to which you will be redirected from our Website.

If you choose Coinbase payment method or any other third-party services, the payment is processed by a third-party provider, so for more information on the payment process, please visit the provider's website. The third-party provider is responsible for the processing of your payment and for the information you filled in during the payment procedure including credit (debit) card information.

Please, be aware that once the order is accepted, the billing details may not be changed.

At the moment we are not subject to taxation for value-added tax (VAT), however, it may change at any time without any prior notification. In such case, the prices will be displayed on the website usually both including and excluding VAT. In case of any doubt, the displayed price is always considered to be excluding VAT.

You are responsible for payment of any sales, use, value-added, and any other similar taxes or governmental fees associated with your order of our Services. If we have to under the applicable law collect and remit any taxes or fees (for example we collect VAT on the services invoiced within the territory of The United Arab Emirates), then we will add the appropriate amount to the final sum of your payment.

We send you an invoice electronically via the email you have listed when placing your order for our Services. For legal reasons you hereby consent to receive sales invoices electronically.

In the case of a virtual currency payment, the rules for *fiat* payments above shall apply similarly.

The virtual currency payment will not include any virtual currency transaction fees that may be charged by the respective virtual currency network.

In the case of virtual currency payment refund, we shall refund the payment either in the respective virtual currency to the virtual currency address from which you have made the payment or in USDT to the virtual currency address provided by you. We may choose the refund method based on our sole discretion.

Your membership period shall never start before your membership fee is fully paid (the membership fee is fully paid at the moment we actually receive the payment, not at the moment you send it).

## 5.SUBSCRIBER RESTRICTIONS

SUBSCRIBERS SHALL NOT DISCLOSE OR DISCUSS ANY OF THE CONTENT (INCLUDING, BUT NOT LIMITED TO, PRICE TREND PREDICTIONS, BUY/SELL RECOMMENDATIONS AND RELATED INFORMATION) AVAILABLE ON OR THROUGH THE SITE AND/OR THE SERVICE TO ANYONE WHO IS NOT A CURRENT SUBSCRIBER. In particular, Subscribers may not post or communicate any of the content provided to them on or through the Site and/or the Service, whether provided in text, numerical or graphic format, on or through any social media platform or service, discussion group, bulletin board, email or text distribution list or other means, without the express prior written consent of Stormberg Investment Research. Corporate Subscribers shall ensure that all of its employees or affiliates adhere to the restrictions in this paragraph and shall be responsible for any violations by any of their employees or affiliates.

Resale or transfer of any subscription or the information or content received from or through the Site and/or the Services without the prior written consent of Stormberg Investment Research is strictly forbidden.

ANY SUBSCRIBER (OR ANY PERSON FOR WHOSE ACTIONS THE SUBSCRIBER IS RESPONSIBLE) WHO VIOLATES THE PROVISIONS OF THIS SECTION OF THE TERMS OF SERVICE SHALL HAVE THEIR SUBSCRIPTION TERMINATED WITHOUT COMPENSATION. STORMBERG INVESTMENT RESEARCH FURTHER RESERVES THE

RIGHT TO PURSUE LEGAL ACTION AGAINST ANY SUBSCRIBER WHO VIOLATES THE PROVISIONS OF THIS PARAGRAPH.

## 6. AVAILABILITY

We seek to provide continuous uninterrupted operation, so you can access and use the Website and the Services (either via Website, Telegram Channels/Bots, or otherwise) at any time. However, you acknowledge that due to maintenance, repairs, or exceptional outages we cannot guarantee uninterrupted (100 %) availability of the Website and the Services.

In the event that the Website or Services are unavailable due to a planned temporary maintenance shutdown, we shall make an effort to inform you via email thereof in advance. However, under no circumstances, irrespective of whether you have been notified in advance or not, are we liable for any damage incurred by you as a consequence of the Website or Service's unavailability.

Without prejudice to the above we are not obliged to maintain the Website and the Services availability if temporarily or permanently prevented by vis maior – an event or circumstance that is extraordinary, unforeseeable, and unpreventable by usual means and with proper care, and that occurred independently of our will; such vis maior event is, among other things, a serious hacking attack.

## 7. WARRANTIES AND LIABILITY

### **Warranties and Liability Limitations**

- The Website and the Services are offered to you on an “as is” and “where-available” basis and therefore we expressly disclaim any warranties, express or implied, relating to the Website and/or the Services including but not limited to merchantability and suitability for any particular purpose.
- We shall not under any circumstances be held liable to you for any direct, indirect, special, consequential, punitive, or any other damages and costs including but not limited to loss of profit, loss of revenue, loss of business opportunity arising out of or in connection

with your access and use or inability to access and use of the Website and/or the Services.

- Without prejudice to the liability limitation set out above our collective liability to you, arising out of or in connection with your access and use or inability to access and use the Website and/or the Service, does not exceed in the aggregate the fees you have paid us for using the Website and/or the Services.
- Pursuant to certain laws it may not be possible to disclaim our liability and warranties completely. In such cases, we hereby disclaim our liability and warranties to the fullest extent permissible by such law. You acknowledge, that if you are a consumer some of the liability and warranty limitations may not apply to you depending on your country of residence.

### **Indemnity**

- You agree to indemnify and hold harmless Stormberg Investment Research, its officers and directors, employees and agents, members and its affiliates against any loss, liability, claim, damage, and expense including but not limited to any and all expenses reasonably incurred in defending against any litigation commenced or threatened or any claim arising out of or in connection with these Terms of Use.

### **Third-Party Services**

- For access to some Third-party services including some of the third-party virtual currency exchanges, we may refer you to the website of the respective Provider.
- Unless clearly stated otherwise on the Website (for example “*this service is provided to you by Stormberg Investment Research*”), Third-party services are always provided to you directly by the respective Providers. We never provide Third-party services directly to you and we are not in any way party to any legal relationship between you and the respective Provider. We also do not serve as an

agent of the respective Provider. Therefore, we are not responsible for the provision of Third-party services in any way.

- You acknowledge that in order to receive the Third-party services you may be asked to leave our Website and you might also need to open an account and go through an authorization procedure to confirm your identity. We assume no liability for the contents of the website or for the (lack of) identification procedures.

### **Financial Risk**

**You bear full responsibility for your own investment research and financial decisions and should seek the advice of a qualified securities professional before making any investment.**

- Under no circumstances shall any information within the Website or provided to you by us constitute financial, investment, or professional advice, unless explicitly stated so.
- You are solely responsible for your decisions regarding storing, buying, selling, exchanging, sending, and receiving virtual currency coins and you shall always consider your financial circumstances and associated risks before obtaining coins of any virtual currencies.
- You represent that you understand all the risks involved in purchasing, selling, and exchanging virtual currency coins. You represent in particular that you understand that the value of virtual currency coins may be extremely volatile and that its exchange rate with respect to other virtual currencies or to fiat currencies may fluctuate significantly, which could lead to significant and sudden decreases in the value of your virtual currency assets.
- You consider that not all the associated risks of using virtual currencies are identified in these Terms of Use.
- You hereby acknowledge that you are solely responsible for obtaining the necessary information about the tax or similar obligations arising in relation to any submitted transactions and for withholding,

collecting, reporting, and remitting the correct amounts of tax to the appropriate tax authorities. We are not responsible either for obtaining the above-mentioned information or for the fulfillment of such tax (or similar) obligations.

## 8. ONLINE CONDUCT

You agree to use the Website and the Services only for lawful informational purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You are also prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Website.

We reserve the right to prohibit conduct, communication, or content that we deem in our sole discretion to be unlawful or harmful to you, the Website, other Members, or any rights of Stormberg Investment Research or any third party. We may without having to give a reason in our sole discretion remove or request the removal of any user content from the Website.

We may disclose any user content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Website and provide the Services; or (iii) to protect the rights or property of Stormberg Investment Research its associates, our customers and/or you.

You must not attempt to introduce viruses or other malicious or harmful material to the Website or its visitors, to gain unauthorized access to the Website or servers connected to the Website or the servers storing the Website, or attack our Website via a DoS or DDoS attack.

For any information, like email addresses, shipping contacts or other information or data including text and pictures sent, transmitted, or uploaded by you on the Website that is subject to intellectual property rights, you agree to grant us and our respective contractors and business partners a free, non-exclusive, fully transferable, license to use, copy,

digitally store, and distribute such user content and to prepare derivative works based on, or incorporate into other works also for commercial purposes, for the duration of the intellectual property rights.

Our Website is in English and in languages listed on the top of our homepage only. Any other language version of the Website is not an official translation and we may not be held liable for any discrepancies in translation.

## 9. COPYRIGHT

You acknowledge that the Website and the Telegram Channels/Bots contain information, data, software, photographs, graphs, videos, typefaces, graphics, music, and other material (collectively as the “**Content**”) that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights.

Except as expressly stated herein, you are not allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit, or otherwise use (including “mirroring” and “framing” on other devices or servers) the Content or any portion of the Website itself in any form or by any means without prior written permission of Stormberg Investment Research or the copyright owner (if different from Stormberg Investment Research).

You may not download (other than page caching) or modify the Website or any portion of it including, but not limited to, any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Website or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools.

Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use the Website or any Content except when expressly stated herein.

You are hereby granted a limited, revocable, non-exclusive right to access, view, and use the Website and its Content for your personal, non-commercial use only. On any copies of the Website or the Content you make, the proprietary notices must be kept. This right to access, view, and use (license) terminate automatically if you breach any part of these Terms of Use. Upon termination, you must immediately delete all of the Website data and the Content in your possession or control.

You may not use any of our Content to link third parties to the Website or any other website unless we approve it.

## 10. LINKS

We are not responsible for the content of any websites that may be linked to from the Website or Service associated with us or the Website. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Website is independent from us, and we have no control over the content of that other website.

In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website unless stated otherwise. In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

You may link to the homepage of our Website in a fair and legal way that does not damage our reputation or suggests any form of association or approval on our part where there is none. We reserve a right to forbid any linking to our Website.

## 11. USER AS A CONSUMER

Considering the subject of the Agreement is the access to our Website and use of our Services, the Member hereby agrees that the provision of services shall be commenced as soon as the Member signs up, usually by creating account on the Website. Therefore, the Member is in fact not entitled to withdraw from the Agreement.

## 12. COMMUNICATION

You agree that any communication relating to your access and use of the Website and/or Services will be addressed to you electronically via notifications available upon accessing Website or via email (if provided by you in the Website interface). You agree to visit Website and your email address regularly to receive any communication we have addressed to you.

If you provide us with an email address that is incorrect or inaccessible to you, we shall assume no liability for your failure to receive any communications addressed to you via such email address.

You can contact us electronically via the email address [support@stormberg.io](mailto:support@stormberg.io).

### 13. FINAL PROVISIONS

If any clause of these Terms of Use is determined to be illegal, invalid, or unenforceable, in whole or in part, under any law, the legality, validity, and enforceability of the other clauses hereof shall not be affected. In the event that any clause or part thereof is determined to be illegal, invalid, or unenforceable, that clause shall be replaced by the Parties with a legal, valid and enforceable clause that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable clause, given the content and purpose of these Terms of Use.

You may not assign or transfer any of your rights or obligations assumed under these Terms of Use or in any other way related hereto without our prior written consent.

All the provisions of these Terms of Use that by their nature extend beyond the termination of the mutual legal relationship, including but not limited to dispute resolution and applicable law clauses, shall survive the termination of the mutual legal relationship between the Parties.

These Terms of Use are issued in an English-language version. The meanings of the terms, conditions, and representations herein are subject to definitions and interpretation in the English language. We may also issue these Terms of Use in other language versions for your convenience; however, in case of any discrepancies, the English-language version shall always prevail.