

General Terms and Conditions OTE's Chartlab

The sole proprietorship OTE's Chartlab (hereinafter: OTE's Chartlab) is registered at the Chamber of Commerce with number 86271237 and is located at Koraalzwam 25 (2403SP), Alphen aan den Rijn, the Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. **Offer:** any offer or quotation to the Customer for the provision of Services by OTE's Chartlab.
3. **Consumer:** the natural person who acts in a personal capacity and who is not registered with the Chamber of Commerce.
4. **Services:** providing general information about the financial markets through a Telegram or Discord group.
5. **Service Provider:** OTE's Chartlab that offers Services to the Customer hereinafter: OTE's Chartlab.
6. **Customer:** the Consumer who has appointed OTE's Chartlab for Services performed by OTE's Chartlab, or to whom OTE's Chartlab has made a proposal under an Agreement.
7. **Agreement:** any Agreement and other obligations between Customer and OTE's Chartlab, as well as proposals from OTE's Chartlab for Services provided by OTE's Chartlab to Customer and accepted by Customer and accepted and performed by OTE's Chartlab by which these terms and conditions are an inseparable form whole.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer of OTE's Chartlab, every Agreement between OTE's Chartlab and Customer and to every service offered by OTE's Chartlab.
2. Before an Agreement is concluded, the Customer will be provided with these general terms and conditions. If this is not reasonably possible, OTE's Chartlab will indicate to the Customer how the Customer can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from insofar as this has been explicitly agreed in writing with OTE's Chartlab.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Customer.
5. The Customer's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purpose as the original provision.
7. Ambiguities about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.

10. In the event that OTE's Chartlab has not always required compliance with these general terms and conditions, it retains its right to demand compliance in whole or in part with these general terms and conditions.

Article 3 - The Offer

1. All offers made by OTE's Chartlab are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. OTE's Chartlab is only bound by an Offer if it is confirmed in writing by the Customer. Nevertheless, OTE's Chartlab has the right to refuse an Agreement with a (potential) Customer for reasons that are justified for OTE's Chartlab.
3. The offer contains a description of the Services offered. The description is sufficiently specified, so that the Customer is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any financial compensation or termination of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in OTE's Chartlab's offer are in principle indicative and if they are exceeded, the Buyer will not be entitled to termination or financial compensation, unless expressly agreed otherwise.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Customer has accepted an Offer from OTE's Chartlab by gaining access to the Telegram or Discord group and/or paying for the relevant Service.
2. OTE's Chartlab has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. OTE's Chartlab is not bound by an Offer if the Customer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Customer cannot derive any rights from this mistake or error.
4. Any Agreement entered into with OTE's Chartlab or a project assigned by Customer to OTE's Chartlab rests with the company and not with an individual person associated with OTE's Chartlab.
5. The Customer, being a Consumer, is entitled to revocation during the statutory period of 14 days, unless OTE's Chartlab has already started performing the Service with the Customer's permission because the Customer has already gained access to the Telegram or Discord group. The Customer waives its right of withdrawal by means of this permission.
6. If the Agreement is entered into by several Customers, each Customer is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Term of the Agreement

1. The Agreement is entered into for a definite period, unless the content, nature or purpose of the assignment implies that it has been entered into for an indefinite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that OTE's Chartlab obtains from the Customer.
2. The Agreement is offered with a minimum duration of one month, but can be entered into for the desired duration of the Customer. The Agreement is not automatically extended after the agreed term. The agreement will be renewed automatically if the Customer chooses a recurring payment. The term of the Agreement commences when the Customer joins the Telegram or Discord group.

3. Termination of the Agreement takes place using a written notification, at least by e-mail to OTE's Chartlab before the end of the relevant month. If the Customer cancels the Agreement after the start of a new month, no amounts already paid will be refunded, unless otherwise agreed.
4. If the Customer wishes to terminate the Agreement prematurely, no payments that are already paid in the specific month will be refunded, unless stated otherwise.
6. Both the Customer and OTE's Chartlab can terminate the Agreement on the basis of an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations then comply correctly.
7. Both the Customer and OTE's Chartlab can terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is granted a moratorium, bankruptcy has been filed or the company concerned ends due to liquidation. If a situation as stated above occurs, OTE's Chartlab is never obliged to refund monies already received and/or financial compensation.

Article 6 - Performance of the service

1. OTE's Chartlab will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. OTE's Chartlab guarantees a professional and independent service. All Services are performed based on a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail.
2. The Agreement on the basis of which OTE's Chartlab performs the Services, is leading for the size and scope of the service. The Agreement will only be performed for the benefit of the Customer. Third parties cannot derive any rights from the content of the Services performed regarding the Agreement.
3. The information and data provided by the Customer are the basis on which the Services offered by OTE's Chartlab and the prices are based. OTE's Chartlab has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete.
4. In the performance of the Services, OTE's Chartlab is not obliged or obliged to follow the instructions of the Customer if this changes the content or scope of the agreed Services. If the instructions result in further work for OTE's Chartlab, the Customer is obliged to reimburse the additional costs accordingly on the basis of a new quotation.
5. OTE's Chartlab is entitled to engage third parties for the performance of the Services at its own discretion.
6. If the nature and duration of the assignment so require, OTE's Chartlab will keep the Customer informed of the progress in the interim in the agreed manner.

Article 7 - Obligations of the Customer

1. The Customer is obliged to provide all information requested by OTE's Chartlab as well as relevant appendices and related information and data in a timely manner and/or before the start of the work and in the desired form for the correct and efficient execution of the work. Agreement. Failing this, OTE's Chartlab may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times for the account and risk of the Customer.
2. OTE's Chartlab is under no obligation to verify the accuracy and/or completeness of the information provided to it or to update Customer with regard to the information if it has changed over time, nor is OTE's Chartlab responsible for the accuracy and completeness of the information compiled by OTE's Chartlab for third parties and/or provided to third parties in the context of the Agreement.

3. OTE's Chartlab may, if necessary for the performance of the Agreement, request additional information. Failing this, OTE's Chartlab is entitled to suspend its activities until the information has been received, without being obliged to pay any financial compensation for whatever reason towards the Customer. In the event of changed circumstances, the Customer must notify OTE's Chartlab immediately or no later than 3 working days after the change has become known.

Article 8 - General information (no trading advice)

1. The services offered by OTE's Chartlab is the sharing of information and general education about the financial markets via a Telegram or Discord group.
2. OTE's Chartlab does not provide (individual and/or tailor-made) trading advice within the meaning of the terms included in the Financial Supervision Act. OTE's Chartlab also does not conduct asset management activities. The trading information is not an offer, specific investment advice or (individual advice about a) financial service or product, but only concerns general and non-binding tips. OTE's Chartlab does not require a license.
3. The information provided through the Telegram or Discord group cannot and should not be used as any form of financial advice. Decisions taken by the Customer based on the trading and investment information are entirely for his/her own account and risk. The Customer must at all times evaluate the accuracy and usefulness of the information, whether or not together with his/her own trading adviser or other engaged professional. OTE's Chartlab is expressly not liable for the consequences of any act or omission based on the content of the investment information. For trading advice or asset management that is tailored to the individual situation of the Customer and the assessment of suitability and appropriateness of investments, the Customer must contact his/her own investment adviser or asset manager.
4. The value of investments may fluctuate. Past performance is no guarantee for the future. The Customer must take into account the risks associated with the trading of financial instruments. The Customer must collect all useful information itself in order to be able to make a well-considered decision in full knowledge of the facts.
5. OTE's Chartlab will in no way engage in executing the transactions it recommends to its Customers, nor with the manner in which its Customers effect such transactions, nor does OTE's Chartlab at any time hold or invest in Customers' investments. OTE's Chartlab on their behalf.

Article 9 - Prices and payment of Paid Services

1. In principle, all prices include turnover tax (VAT), unless otherwise agreed.
2. OTE's Chartlab performs its paid services in accordance with the agreed rate. Payment is always made in advance to gain access to certain paid services. Payment should preferably be made in advance in the currency desired by OTE's Chartlab and via the method indicated by OTE's Chartlab (PayPal, Credit card, crypto currency, etc.).
3. In the event that OTE's Chartlab does not receive timely payment from the Customer, the Customer has no right to access the (paid) Telegram or Discord group.
4. The Customer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
5. OTE's Chartlab is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as these are expressly laid down in the Agreement, communicated to the Customer by e-mail or stated on the OTE's Chartlab website.

6. The customer must pay these costs at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of OTE's Chartlab made known to it.

7. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment against Customer, payment and all other obligations of Customer under the Agreement will become immediately due and payable.

Article 10 - Privacy, data processing and security

1. OTE's Chartlab handles the (personal) data of the Customer with care and will only use it in accordance with the applicable standards. If requested, OTE's Chartlab will inform the data subject about this.

2. The Customer is responsible for the processing of data that are processed using a service of OTE's Chartlab. The customer also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Customer indemnifies OTE's Chartlab against any (legal) claim related to this data or the implementation of the Agreement.

3. If OTE's Chartlab is required to provide information security under the Agreement, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 11 - Suspension and termination

1. OTE's Chartlab is authorized to suspend the fulfillment of its obligations or to terminate the Agreement if the Customer does not or does not fully fulfill the (payment) obligations under the Agreement. This also includes that OTE's Chartlab is authorized to remember the Customer's SMS messages.

2. In addition, OTE's Chartlab is authorized to terminate the Agreement existing between it and the Customer, insofar as it has not yet been performed, without judicial intervention, if the Customer does not timely or properly fulfill the obligations that it has from any agreement with OTE's Chartlab. concluded Agreement.

3. Furthermore, OTE's Chartlab is authorized to terminate the Agreement (or have it terminated) without prior notice of default if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. OTE's Chartlab always reserves the right to claim financial compensation. s

Article 12 - Force majeure

1. OTE's Chartlab is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of OTE's Chartlab in any case includes, but is not limited to: (i) force majeure on the part of suppliers of OTE's Chartlab, (ii) failure to properly fulfill obligations of suppliers that the Customer or its third parties prescribed or recommended to OTE's Chartlab, (iii) defective software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of OTE's Chartlab or advisors engaged by it and (vii) other situations that, in the opinion of OTE's Chartlab, fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. All costs incurred by OTE's Chartlab before the termination of the Agreement will in that case be paid by the

Customer. OTE's Chartlab is under no obligation to reimburse Customer for any losses caused by such withdrawal.

Article 13 - Limitation of liability

1. If any result laid down in the Agreement is not achieved, a shortcoming on the part of OTE's Chartlab will only be deemed to exist if OTE's Chartlab has expressly promised this result when accepting the Agreement.
2. In the event of an attributable shortcoming on the part of OTE's Chartlab, OTE's Chartlab is only obliged to pay any financial compensation if the Customer has given OTE's Chartlab notice of default within 14 days of discovery of the shortcoming and OTE's Chartlab has subsequently failed to remedy this shortcoming within a reasonable period of time. recovered. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that OTE's Chartlab is able to respond adequately.
3. If the performance of Services by OTE's Chartlab leads to liability on the part of OTE's Chartlab, that liability is limited to the total amount charged in the context of the Agreement, but only with regard to the direct damage suffered by the Customer unless the damage is the result of intent or recklessness bordering on intent on the part of OTE's Chartlab. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.
4. OTE's Chartlab expressly excludes all liability for consequential damages. OTE's Chartlab is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.
5. The Customer indemnifies OTE's Chartlab against all claims from third parties as a result of a defect as a result of a service provided by the Customer to a third party and which also consisted of Services provided by OTE's Chartlab, unless the Customer can demonstrate that the damage was solely caused by the service of OTE's Chartlab.
8. OTE's Chartlab is in no way liable for the investment result of the Customer. The Customer is fully responsible for the results of its investment portfolio and can never hold OTE's Chartlab liable for any damage or loss.
9. OTE's Chartlab is expressly not liable for the consequences of any act or omission based on the content of the trading information. For investment advice or asset management that is tailored to the individual situation of the Customer and the assessment of suitability and appropriateness of the investments, the Customer must contact an investment adviser or asset manager.
10. OTE's Chartlab does not guarantee the correct and complete transmission of the content sent by/on behalf of OTE's Chartlab, nor for the timely receipt thereof.
11. All claims of the Customer due to shortcomings on the part of OTE's Chartlab lapse if they are not reported in writing and with reasons to OTE's Chartlab within one year after the Customer was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, OTE's Chartlab's liability lapses.

Article 14 - Confidentiality

1. OTE's Chartlab and the Customer undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/commonly known, the information is not confidential and/or the information has not been disclosed to OTE's Chartlab during the Agreement with the Customer and/or has been obtained by OTE's Chartlab in any other way. .

2. In particular, the secrecy pertains to reports, designs, working methods and/or reporting regarding the Customer's order drawn up by OTE's Chartlab. The Customer is expressly prohibited from sharing the content thereof with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, OTE's Chartlab always exercises the required care in dealing with all business-sensitive information provided by the Customer.
3. If OTE's Chartlab is obliged by law or a court order to (co-)disclose the confidential information to the law or competent court or indicated third party and OTE's Chartlab cannot invoke a right of nondisclosure, OTE's Chartlab is not obliged to pay any financial compensation and does not give the Customer any ground for termination of the Agreement.
4. The transfer or distribution of information to third parties and/or publication of statements or productions provided by OTE's Chartlab to third parties requires the written consent of OTE's Chartlab, unless such consent has been expressly agreed in advance. Customer shall indemnify OTE's Chartlab against all claims by such third parties as a result of reliance on such information disseminated without the written consent of OTE's Chartlab.
5. OTE's Chartlab and the Customer also impose the confidentiality obligation on the third parties to be engaged by them (including the accountant and more).

Article 15 - Intellectual Property

- Rights 1. All IP rights and copyrights of OTE's Chartlab, including in any case, but not limited to all designs, models, reports, texts, tips are vested exclusively in OTE's Chartlab and are not transferred to the Customer unless expressly stated otherwise. agreed.
2. If it has been agreed that one or more of the aforementioned items or works of OTE's Chartlab will be transferred to the Customer, OTE's Chartlab is entitled to conclude a separate Agreement for this and to demand appropriate monetary financial compensation from the Customer. Such financial compensation must be paid by the Customer before it acquires the relevant items or works with the IP rights resting on them.
 3. The Customer is prohibited from disclosing and/or multiplying, modifying or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of OTE's Chartlab rest, without express prior written notice. permission from OTE's Chartlab. If the Customer wishes to make changes to goods delivered by OTE's Chartlab, OTE's Chartlab must explicitly agree to the intended changes.
 4. The Customer is prohibited from using the items and documents on which the intellectual property rights of OTE's Chartlab rest other than as agreed in the Agreement.
 5. Parties will inform each other and jointly take measures if an infringement of IP rights occurs.
 6. Any infringement by the Customer of the IP rights of OTE's Chartlab will be penalized by OTE's Chartlab by removing the Customer from the Telegram or Discord group without refund of already made payments.

Article 16 - Indemnification and accuracy of information

1. The Customer is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to OTE's Chartlab in the context of an Agreement. , as well as for the data it has obtained from third parties and which has been provided to OTE's Chartlab for the purpose of performing the Service.
2. The Customer indemnifies OTE's Chartlab against any liability as a result of failure to fulfill its obligations, or failure to do so on time, with regard to the timely provision of all correct, reliable and complete data, information, documents and/or records.

3. The Customer indemnifies OTE's Chartlab against all claims from the Customer and third parties engaged by it or working under it, as well as from customers of the Customer, based on the failure to (timely) obtain any subsidies and/or permissions required in the context of the implementation of the agreement.
4. The Customer indemnifies OTE's Chartlab against all third-party claims arising from the work performed for the Customer, including but not limited to intellectual property rights on the data and information provided by the Customer that can be used in the performance of the Agreement and /or the acts or omissions of the Customer towards third parties.
5. If the Customer provides electronic files, software or information carriers to OTE's Chartlab, the Customer guarantees that these are free of viruses and defects.

Article 17 - Complaints

1. If the Customer is not satisfied with the service of OTE's Chartlab or otherwise has complaints about the execution of its order, the Customer is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant reason that led to the complaint has resulted. Complaints can be reported verbally or in writing via theotetrader@gmail.com with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Customer if OTE's Chartlab is to be able to handle the complaint.
3. OTE's Chartlab will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 18 - Applicable law

1. The legal relationship between OTE's Chartlab and the Customer is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. OTE's Chartlab has the right to change these general terms and conditions and will inform the Customer thereof.
3. In the event of translations of these general terms and conditions, the Dutch language shall prevail.
4. All disputes arising from or in connection with the Agreement between OTE's Chartlab and the Customer will be settled by the competent court of the District Court of The Hague, location The Hague, The Netherlands, unless mandatory provisions designate another competent court.

Alphen aan den Rijn, June 16th, 2022.