

PUBLIC OFFER

last modified March 19, 2025

1. General Provisions

1.1. This Public Offer (hereinafter, the “Offer”) governs the terms and conditions under which FoxTrade (hereinafter, the “Company”) provides access to its platform, including the Smart Asset Manager (SAM) software module (hereinafter collectively, the “Platform”). The Platform automates trading processes on cryptocurrency exchanges and other supported financial markets.

1.2. This Offer is a legally binding proposal (offer) made by the Company, located online at <https://foxtrade.pro>, to any capable individual or legal entity (hereinafter, the “User”). By accepting this Offer, the User concludes a binding agreement with the Company on the terms stated herein.

1.3. The full and unconditional acceptance (hereinafter, the “Acceptance”) of this Offer is carried out by the User registering an account on the Platform. From the moment the User completes the registration, the User is deemed to have concluded an agreement with the Company according to the conditions set forth in this Offer.

1.4. To clarify any aspect of this Offer, the User may contact the Company at: info@foxtrade.pro.

2. Subject of the Offer

2.1. The Company grants the User access to the FoxTrade Platform and the SAM software module, which includes both preconfigured and customizable algorithms for automating trading on supported markets (cryptocurrency exchanges and other financial marketplaces).

2.2. The service is provided under a “Pay-per-Use” model, meaning payment is based on actual usage of the Platform. An invoice is issued for the previous trading month, and payment must be made within ten (10) business days of the invoice date.

2.3. In the event of late or non-payment, the Company reserves the right to suspend the User’s access to the Platform. Reinstatement of access is subject to clearing any outstanding debt plus a reconnection fee of US\$500.

2.4. Initial registration on the Platform is free of charge.

3. Agreement Execution

3.1. The agreement between the Company and the User is deemed concluded once the User has accepted this Offer by registering on the Platform.

3.2. The Company may unilaterally modify this Offer. Any updated version of the Offer comes into effect when published on the website <https://foxtrade.pro>, unless otherwise specified by additional agreements.

4. Rights and Obligations of the Parties

4.1. Obligations of the Company:

- Provide access to the Platform and its features, provided the User complies with this Offer.
- Ensure the confidentiality of data obtained from the User, in accordance with the Privacy Policy.

4.2. Rights of the Company:

- Request from the User any information necessary to grant access to the Platform.
- Suspend or terminate the User's access to the Platform if the User violates this Offer or other Company documents.
- Modify the Platform's functionality, structure, design, or other characteristics at its sole discretion.

4.3. Obligations of the User:

- Provide accurate and truthful information during registration.
- Comply with the terms set out in this Offer and all other relevant Company documents (Privacy Policy, User Agreement, Risk Disclosure).
- Pay all issued invoices on time.

4.4. Rights of the User:

- Use the Platform's features for the purposes of automated trading and investments.
- Contact the Company's support service for assistance with technical and organizational matters.

5. Payment Procedure

5.1. Payment is made according to actual usage of the Platform (Pay-per-Use).

5.2. An invoice for the previous trading month is generated in the first days of the subsequent month and must be paid within ten (10) business days.

5.3. In the event of payment delay, the User's access to the Platform may be suspended until settlement of the overdue amount. A reconnection fee of US\$500 is charged for reinstating access.

6. Liability and Warranties

6.1. The Company shall not be liable for any losses and/or lost profits resulting from use of the Platform, since trading operations are performed at the User's own discretion and involve financial risks.

6.2. The Company does not guarantee any profit or positive financial result from using the Platform.

6.3. The User bears sole responsibility for all risks related to trading operations and must ensure that using the Platform is lawful in their jurisdiction.

7. Final Provisions

7.1. This Offer is governed by the applicable laws of the country where the Company is registered (or any other specified jurisdiction).

7.2. Any disputes arising from or in connection with this Offer shall be resolved through a pre-trial claims process, and if the dispute cannot be resolved amicably, it shall be referred to the courts at the Company's place of registration.

7.3. If any provision of this Offer is held invalid, the remaining provisions shall remain in full force and effect.