### Security and Disclaimer Strategy: Importance of Risk Disclosure

Open Finance aims to provide its clients with the best trading conditions, but we must warn about potential risks and force majeure situations associated with your use of our platform. Users should be aware that trading may involve instruments not listed on exchanges or other speculative transactions, which may carry certain risks. Open Finance is not responsible for any losses incurred by clients while using our platform and does not provide any guarantees regarding the profitability of investments. Users must fully understand all the risks associated with trading on our platform and make their own decisions at their own risk. We recommend that all users familiarize themselves with additional information and consult financial experts before starting to trade on our platform.

Please note that FOREX is a high-risk market involving the trading of currency pairs. FOREX trading requires the use of margin accounts, which means that investors must have a certain amount of funds on their account that can be used as collateral for trading on the market. However, if the price of the currency you are buying falls, losses may exceed your deposit. This means you may lose more than you invested. Additionally, the FOREX market often experiences significant fluctuations, which can result in substantial losses. Therefore, before making a decision to trade in FOREX, you need to carefully assess your investment opportunities and the risks associated with trading on the margin market. Furthermore, clients should be prepared for the possibility of a total loss of their investment capital or a portion thereof as a result of trading operations. Therefore, clients should not use funds they cannot afford to lose and should be aware of all the risks associated with trading in FOREX.

Due to the high level of risk associated with trading, we cannot guarantee that you will achieve any profits or avoid losses resulting from your speculative deposits. Therefore, we do not provide explicit or implied guarantees in this regard and are not liable for any losses that may arise from your trading actions. Open Finance is not responsible for the accuracy of information provided by third parties, including the content of web pages and data associated with our website. Users of our website are obligated to comply with the terms and conditions, which may be modified at any time at the discretion of Open Finance.

### AUP (Acceptable Use Policy)

AUP stands for "Acceptable Use Policy." This document outlines the rules and restrictions regarding the use of a specific product or service, in this case, trading with Open Finance.

The AUP strategy states that any unauthorized use of Open Finance's web administration can result in financial losses and harm to Open Finance, its clients, and brokers. If such a violation is detected, Open Finance may employ any lawful means of protection, including seeking legal injunctions.

This document prohibits any unlawful access to our systems and infrastructures, improper use of our exchange service, and engaging in exchange activities through multiple accounts. Using multiple accounts simultaneously for exchange operations, such as utilizing multiple accounts on the platform to acquire additional funds or conceal one's identity, is strictly prohibited by platform rules. Such practices are prohibited as they can lead to negative consequences, including account suspension or prohibition from using the platform.

Therefore, the AUP strategy establishes the rules and limitations for trading with Open Finance and serves as a warning about the potential consequences of improper use of this product.

## The Acceptable Use Policy may include the following rules:

- Prohibition of Price Manipulation: It is prohibited to engage in any actions aimed at manipulating prices on the exchange, such as artificially creating demand or supply, price manipulation, information manipulation, etc.
- 2) Prohibition of Insider Trading: It is prohibited to use insider information obtained from confidential sources for personal gain in trading.
- 3) Prohibition of Unauthorized Access: Unauthorized access to the trading platform or other trading participants is strictly prohibited.
- 4) Requirement to Adhere to Platform Rules: Clients must comply with the rules and requirements set by Open Finance and the trading platform on which they trade. Violation of these rules may result in access restrictions or even a trading ban.

These rules are designed to ensure fair and transparent trading practices, maintain market integrity, and protect the interests of all participants. By adhering to these rules, clients contribute to a secure and trustworthy trading environment.

### **Prohibited Actions**

Open Finance is committed to not using and taking all reasonable measures to prevent the use of its frameworks by clients or third parties in any of the following undesirable ways:

- 1) Engaging in fraud or committing criminal offenses.
- 2) Sending, receiving, transmitting, uploading, or using materials that are hostile, oppressive, offensive, demeaning, contain vulgarities or threats, and infringe on copyright.
- 3) Sending unsolicited commercial messages (spam), indiscriminately publishing or distributing special materials, or intentionally drawing attention to such unwanted messages, publications, or time-limited materials that have been sent or provided by third parties.
- 4) Taking any actions that, in the reasonable discretion of Open Finance, may have a negative impact on the Open Finance organization, its administration, investors, potential participants, managers, lawyers, trustees, brokers, clients, business, or reputation.
- 5) Violating any licenses or rights of third parties.

Open Finance strictly prohibits the sending of unsolicited commercial messages (spam), indiscriminate publication or distribution of special materials, or intentional drawing attention to such unwanted messages, publications, or time-limited materials that have been sent or provided by third parties.

Please note that such actions are considered a violation of Open Finance's policy and may result in legal consequences. Open Finance reserves the right to take appropriate measures, including but not

limited to account suspension, contract termination, or pursuing legal action for damages in the event of a breach of this prohibition.

## Security of the Organization

The following actions are prohibited:

- 1) Violating or attempting to abuse the security of Open Finance or interfering with the operations of Open Finance organizations, their authentication measures, employees, or equipment.
- 2) Attempting to gain unauthorized access to computer records or assets that do not belong to you, through the Open Finance platform or administration.
- 3) We draw your attention to the fact that such actions constitute a violation of Open Finance's security policy and may result in legal consequences.

# Violation of AUP

a. Open Finance reserves the right to take appropriate, authoritative, and preventive measures to ensure compliance with this AUP and all other standards, policies, and procedures by its clients.

b. Any privileges granted by Open Finance, including the ability to enforce mandatory measures, do not constitute an obligation for Open Finance to exercise such rights (or enforce such agreements) compulsorily.

c. The inability to exercise a specific Open Finance privilege does not imply a waiver of such right, including the possibility of specific approval.

d. Open Finance may prevent any person's access to its infrastructure and take necessary measures to prevent such access if Open Finance considers circumstances that may encourage abuse of an account.

e. If you or any other party ignore any provision of this AUP, Open Finance may take measures against you without prior notice, without any obligations towards you, potential clients, or other parties, including but not limited to:

I. Providing explanations, confirmations, documents, or other materials for verification purposes.

II. Restricting clients' access to our framework to ensure its security and proper protection.

III. Rectifying, cancelling, or rolling back client transactions as part of compensations provided on behalf of Open Finance or third parties.

IV. Deducting and confiscating reserves and additional data in accordance with applicable laws or based on court orders or directives from competent analytical or executive authorities.

V. Temporarily suspending or fully terminating the use of Open Finance's infrastructure and additional administration.

VI. Taking actions at our discretion to prevent uncertainty and ensure proper functioning. It is important to note that the use of privileges provided by Open Finance under this Agreement does not impose an obligation on Open Finance to compensate the client for the loss of access to Open Finance's infrastructure and administration.