

The products provided on this site include automated binary options trading. Trading binary options is not suitable for everyone. It involves a high level of risk, as the leverage can play against you as well as in your favour. As a result, the products offered on this site may not be suitable for every investor, due to the risk of losing all the invested capital. We strongly recommend not to invest money that you can not afford to lose, as well as not to trade with money borrowed. Before you start trading with the complex products offered by us, please, make an assessment of all the related risks and familiarize yourself with the terms of responsible trading.

Please remember that, in spite of all the attractiveness of binary options trading, it involves various risks. Working with options can turn into a real addiction, just like any other activity taken to an extreme. We ask you to perform a thorough self-analysis to check whether you are at risk. To avoid becoming addicted, it is important to follow some basic rules and principles.

- Take the opportunity to practice for free on our website on a demo account. This will help you understand the rules and basic functions of the site.
- Buy contracts only for amounts you can afford to lose. Never buy contracts with borrowed money.
- Do not buy contracts, if you are tired or under the influence of alcohol.
- Limit the amount of your winnings. Once you have reached that limit, set aside a portion of the amount and work with the remaining funds.

Definitions

User: a natural or legal person using the Website or the Software. For the term BotMarket24 User, the pronoun "You", "Client" may also be used.

Software: The BotMarket24 software designed to enable binary options trading by means of a bot. The software is available through the website <https://BotMarket24.online/>. The notion BotMarket24 may also use the pronoun "We", "Website".

Strategies: presets that enable the execution of trading tactics. Users can configure the Software to automatically buy and sell currencies based on Strategies.

Terms and conditions

Each client agrees to read, understand and accept this Legal Agreement, as well as the Terms and Conditions under which trading bots are purchased on this website. These terms and conditions may be periodically supplemented by additional terms and conditions, which will be notified to each client by e-mail left by the client when registering.

Introduction

The financial services offered on this website are only suitable for clients who are able to take responsibility for the possible loss of all invested financial resources, are risk aware and have experience in the risk associated with the purchase of trading bots and webbots.

Currency and commodity markets are extremely volatile and often difficult to make accurate predictions. Because of this volatility, as well as the bias in the valuation system in favor of the site (as described in more detail below), no strategies purchased from the site (whether or not the net winnings exceed the bet amount) can guarantee profits.

The maximum loss that a client may suffer is the amount paid by the client on Deriv.com.

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The Company reserves the right, in its sole discretion, to deny and/or cancel services to any customer for any reason, including (but not limited to):

- any case in which the Company believes that a person's activities on this site may be illegal in the person's region or state of residence,
- any case where the Company is approached by the authorities, regulatory bodies of the person's state or region,
- any incident in which the Company may suffer financially, taxologically or legally as a consequence of that person's actions on that site,
- any restriction on customers purchasing contracts during certain hours regulated by Deriv.com.

Languages

For the convenience of our clients these terms and conditions are provided in Russian, Ukrainian and English. Although the translations reflect the same principles, the company tries to provide as accurate a translation as possible from Russian into specific languages. In case of any discrepancies between the Russian version of the website and the rules in any other language, the Russian version shall prevail.

Clients can communicate with the Company on this site, by e-mail, telegram. More details can be found on the Contacts page.

As a rule, the Company communicates with clients via this site, by e-mail or e-mail address, which clients specify when opening an account. The Company will communicate with the client in Russian or any other language indicated by the client when opening the account.

In the case where the client uses advanced anti-spam systems, which require the Company to pay a certain fee to send the client a response or notification, the Company will try to find an alternative way to contact the client without paying the specified fees.

Client Responsibility

The Client agrees to take full personal responsibility for the proper settlement of each transaction entered into within his account with the Company. Such transactions include any transactions entered into by members of the Client's family or people in the Client's entourage who have accessed the account. The client is responsible for ensuring that only he/she controls access to the account and that minors do not have access to work on the site. In any case, customers are fully responsible for all contracts purchased on their account and for any credit card transaction made on their account at the site. Each customer is also liable to reimburse the Company for expenses and losses of any kind that the Company may incur as a direct or indirect result of the customer's failure to execute or settle such transaction.

Client Funds

Funds received from clients may not be invested in any securities, futures, currencies, derivatives and other assets on behalf of clients.

Funds received through the website on the Company are only a payment for the rent of the trading web-bot according to its price and term of use.

The client deposits the funds invested in trading to his account on the Deriv.com resource according to their terms and conditions.

Company Rights

The Company does not tolerate any form of inappropriate behavior. This also includes the use of profanity. In this regard, the Company reserves the right to suspend or terminate the client account in case of unacceptable behavior on the part of the client.

The Company reserves the right to suspend operations on this website or its individual sections in the following cases:

- In the event of political, economic, military or market events (including unusual market volatility and illiquidity), events related to the operation of Deriv.com, or other circumstances beyond the Company's control, responsibility and authority, where the continuation of this site would inevitably cause material or other damage to customers, the Company, or where, in the Company's opinion, the price of the contracts cannot be calculated.
- In the event of a failure in the means of communication normally used to calculate the price or value of any of the financial contracts, where the price or value of any financial contract cannot be determined quickly and accurately.
- In the event of an error in current prices, published winning percentages or trading software.

The company from the client gets access to the account management through API-keys and has no access to the account itself and the funds on it.

Liability

Nothing in these Terms excludes or limits BotMarket24's liability, unless it can be excluded or limited under applicable law.

BotMarket24 shall not be liable to you for any (direct or indirect) damages that you incur as a result of your use of the Website or the Software or the content provided thereon. For example, BotMarket24 is not responsible for:

- a) the proper functioning of the (hyper) links provided by the Website or Software;
- b) the quality of any strategy created and provided by Users on the Website;
- c) the (lack of) financial benefit to Users from the use of the Website or the Software;
- d) any situation in which the User's mobile device, login details and/or password are stolen and a third party subsequently uses the Website or Software without the User's consent;
- (e) any damage to or alteration of User's equipment, including but not limited to computer equipment or a portable device, as a result of the installation or use of the Website or the Software;
- (f) BotMarket24's failure to perform any of its obligations under these Terms and Conditions if such failure is caused by events beyond BotMarket24's reasonable control.

The Company shall have no liability to customers in the event of negligence, fraud, force majeure, government or law enforcement action, disruption, damage or destruction of computer systems, their data and records or any part thereof; delays, losses, errors or omissions resulting from the failure or inefficient use of any communication facility, computer equipment or software. The company shall not be liable for any damages, actual or perceived damages that result from or were caused by the content of this site. **THE COMPANY IS NOT LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR AS A RESULT OF ANY MISUSE OF YOUR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.**

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Marketing and promotion

The company may from time to time inform clients about changes on the site, new services and promotions. If the client nevertheless wants to unsubscribe from such service and does not wish to receive any information with advertising content, he/she can either unsubscribe from the service by following the link in the message or by contacting the Company's support service by e-mail. If the customer decides to receive the Company's promotional newsletter again, he/she may resume the subscription by contacting the support service.

Opening an account

The Customer can open an account on this website only under the following conditions:

- The Client has fully read these legal Terms and Conditions and understands that he/she will be purchasing a web-based trading bot rental and under these Terms and Conditions.
- The Customer has read the Company's privacy statement and is aware of how the Company handles the information entrusted to it.
- The Client is at least 18 years old (or 21 years old if he/she is an Estonian resident).

The Client has the necessary experience and knowledge of financial trading to assess the benefits and risks of purchasing financial contracts through this website and is able to do so without relying on any information contained on this website.

Payment Terms and Conditions

All special offers and free trials are without any obligation of BotMarket24, but are always subject to these Terms and Conditions.

The payment terms on the Site include taxes and other additional fees.

BotMarket24 reserves the right to change the payment terms at any time with the updated terms taking immediate effect.

Refunds

Users have the right to cancel the subscription payment within 14 days after the date of payment on the Site.

If the User cancels the subscription payment, the Software usage fee will be charged for the actual time the subscription was used. The balance of the payment will be refunded to the user. No refunds are provided for free trial versions.

Closing an account

Client may contact the Company to close his account. The Client's account may be closed if there are no open trading positions on it and if the Client has undergone the necessary identification procedure within the framework of the Know Your Client policy.

Rules for starting and renting a web bot

The Company reserves the right to make additional rules and restrictions on web-bot trading strategies. These rules may change from time to time, according to market conditions and other factors. At the moment the following general rules are in effect on the website:

- the client registers on Deriv.com according to their terms and conditions.
- opens a demo-account and a USD-account on Deriv.com.
- Creates a new API-key for each of the accounts (Manage account setting>API token). In the line "Choose conditions" tick the checkboxes everywhere.
- go to the site botmarket24.online, register and follow the instructions.

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- on the site botmarket24.online register agreeing to these terms and conditions.
- Rent free (time limited) on the botmarket24.online DEMO strategy and connect your own demo account from Deriv.com.
- Only after you are convinced on the demo-account that you can trust your real account to the trading web bot, you purchase your own choice of Strategy and attach your own API-key of the Real account at binary.com

Conscientious Use of Our Website and Software

By using our Website and Software, you represent and warrant that you are at least 18 years of age.

You may not use the Website and Software if such use violates or may violate any legal requirements.

As a condition of your use of the Website and the Software, you agree not to provide us or the Website and the Software with any information, data or content that is incorrect, inaccurate, incomplete or their provision violates any legal requirements.

In addition, you acknowledge that you will not, and will not permit any third party to:

- a) enter any restricted/secure areas of the Website or Software;
- b) send viruses, worms, junk mail, spam, chain letters, unsolicited offers or advertisements of any kind or for any purpose.
- c) examine, scan or test the Website and the Software or any other related system or network, or violate any security or authentication measures;
- d) use any automated software system to screen-capture data from the Website ("screen-scraping");
- e) create and distribute copies of the Website or the Software;
- f) attempt to sell, distribute, copy, rent, sublicense, loan, merge, reproduce, modify, alter, reconstruct, disassemble, decompile, transfer, exchange, translate, hack, distribute, damage or misuse the Website or the Software;
- g) or create derivative works of any kind.

You may not create an account in another's name or operate under another's name in any way.

If the account is a corporate account, only an authorized person may use the corporate account. It is the responsibility of the corporate account user to ensure that only authorized individuals have access to the account.

If you receive personal data or other confidential information from other users, you are required to keep this information confidential.

BotMarket24 has the right (temporarily or permanently) to block your account and deny you access to the Website if we suspect abuse of the account or the Website. We may also block your account or deny you access to the platform if you fail to comply with these Terms and Conditions, including the terms and policies referenced herein.

BotMarket24 has the right to immediately terminate your account for any conduct on your part that BotMarket24, in its sole discretion, deems unacceptable, or for any violation by you of these Terms of Use, including the terms and policies referenced herein.

Trading Limits

The Company reserves the right to set limits on risk, which affects trading limits for all clients and may not be limited to instruments and certain types of contracts.

Information on trading volume limits can be found in the Strategies section.

Strategies

In order to activate the selected strategy, you need to purchase it. All selected strategies will be added to your basket, in your personal cabinet.

You may purchase any of the following strategies: START, DIGGER, TOOL TO WIN, TRADE, DEMO. All strategies are fully automated, with the exception of the TRADE strategy. This strategy allows you to connect the user to the trading session of the trader of our company. When using this strategy, you agree to the condition of transferring your account into the trust management of our company's trader. BotMarket24 is not responsible for any loss or damage, including, without limitation, any loss of profit, which may arise directly or indirectly from the use of this strategy.

Privacy

BotMarket24 protects your privacy in accordance with the EU General Data Protection Regulation (GDPR). When you use our website and software, we collect certain personal data about you. In our Privacy Policy you can read what personal data we collect and for what purposes.

Intellectual Property

BotMarket24 is the exclusive owner of all intellectual property rights related and pertaining to the Website and Software (all content available through), namely, but not limited to, patents, patent applications, trademarks, trademark applications, database rights, trade name rights, copyrights, trade secrets, licenses, domain names, know-how, proprietary rights ("Intellectual Property Rights").

BotMarket24 grants its Users a non-transferable, non-exclusive, non-sublicensable and revocable license to use the Website and Software in good faith based on the subscription offered by us at <https://BotMarket24.com/>. You are not permitted to access the content of the Website and the Software for any other purpose, such as the sale or distribution of the content of the Website and the Software.

Website and Software availability and disclaimer of warranties.

The Website and the Software are available on computer platforms. BotMarket24 makes all reasonable efforts to ensure that the Website and the Software are available at all times. However, User acknowledges that the Website and Software are provided via the Internet and mobile networks, and therefore the quality and availability of the Website and Software may be affected by factors beyond BotMarket24's reasonable control.

BotMarket24 assumes no responsibility for the unavailability of the Website and the Software, or for any difficulty or inability to download or access content, or for any other communications system failure that may cause the Website or the Software to be unavailable.

BotMarket24 is not responsible for any support or maintenance regarding the Website or Software. BotMarket24 may - in its sole discretion - update, modify or adapt the Website or Software and its features from time to time to improve user interaction. BotMarket24 is not responsible for any downtime caused by these actions.

BotMarket24 is not responsible for any failures by third parties or connected exchanges. To the maximum extent permitted by applicable law, BotMarket24 hereby disclaims all implied warranties regarding the availability of the Website and Software. The Website and the Software are provided "as is" and without warranty of any kind.

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Support and Consulting Service

BotMarket24 has a help desk where Users can ask questions about the Website and the Software. BotMarket24 will only answer questions regarding the operation of the Website and the Software.

BotMarket24 expressly states that it will not:

- a) Give users any advice on recommended settings for Strategies;
- b) Give users any financial advice.

BotMarket24 may upload general tutorials and academic videos to the Website about the operation of the Website and the Software.

All tutorials and videos uploaded by BotMarket24 are of a general nature and do not contain any trading and/or financial advice. The user uses this information solely at his/her own risk.

All information provided by BotMarket24 as part of the service is for informational purposes only. The user uses this information solely at his/her own risk.

Risks

The user is aware of the associated risks of owning, trading binary options and assumes full responsibility for those risks.

Indemnification

Users indemnify and hold BotMarket24 harmless from and against all liabilities, losses and costs (including settlement costs and attorneys' fees) arising out of third-party claims regarding:

- a) any injury or loss resulting from the actions of users in connection with the use of our website and software; and
- b) violations of these Terms and Conditions by Users or violations of any legal requirements.

Other Terms and Conditions

BotMarket24 reserves the right to change these Terms and Conditions. If there are material changes to these Terms and Conditions, Users will be notified via a newsletter (if Users have provided their email address) and a notice on our Website along with the updated Terms and Conditions. By continuing to use the Website, you agree to be bound by the most current version of these Terms.

A waiver of part or all of the Terms cannot be construed as a consent or waiver of the right to apply them at a later time or against another User.

Users may not assign rights and obligations under these Terms to third parties.

Separate Terms

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision hereof. Any such invalid or unenforceable provision shall be superseded or deemed superseded by a provision that is considered valid and enforceable and the interpretation of which shall be as close as possible to the meaning of the invalid provision.

Applicable Law and Jurisdiction

These Terms shall be exclusively governed by and construed in accordance with the law. Except as otherwise provided by law, all disputes arising out of or in connection with these Terms and Conditions shall be brought exclusively before a competent court, unless the dispute can be settled amicably.

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Complaints, comments and suggestions.

BotMarket24 is committed to providing an optimal level of service. Complaints, comments or suggestions can be sent to the support service. The appeal should contain the contact information and also a clear description of the reasons for the appeal. Requests are processed within 7 working days or more.

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