TERMS OF SERVICE

Takumis — AI strategy builder

Beta version — strategy building and historical testing only

1. These Terms of Service (the **"Terms"**) govern the use of the website available at takumis.ai and of all of its subdomains, of the strategy building environment made available through it, and of every rule sheet, generated file, backtest, score, report, sample and item of documentation supplied by means of it (together, the **"Service"**). The Service is provided by Hello strategy builder s.r.o., a company incorporated under the laws of the Czech Republic, with its registered office at náměstí Svobody 91/20, Brno-město, 602 00 Brno, company identification number 298 39 777, registered in the Commercial Register maintained by the Regional Court in Brno, file no. C 153126 (the **"Provider"**). The person who accepts these Terms is referred to as the **"User"**.
2. **Beta version.** The Service is currently made available as a beta version, for the purposes of development, testing and evaluation, to a limited number of Users selected by the Provider, and in respect of the building and historical testing of trading strategies only. No live trading takes place within the Service and no strategy is executed, deployed, started, monitored, adjusted or stopped by the Provider. Article V applies to the beta version and prevails over any other provision of these Terms to the extent of any inconsistency.
3. **The Provider supplies software, not an investment service.** The Provider is not a broker, an investment firm, a bank, a payment institution or a fund. It holds no authorisation from any financial supervisory authority and is not supervised by any. It does not receive, transmit or execute orders, does not manage any asset or portfolio, does not advise, does not issue trading signals and does not hold any money or financial instrument of the User. Article III sets this out in full and is a material part of these Terms.
4. **Nothing produced by the Service is a recommendation.** The strategy is described by the User. The Service converts that description into code, tests that code against historical data and reports what it found. It does not know, request, hold or take into account the User's financial situation, investment objectives, knowledge, experience, holdings or capacity to bear loss, and nothing it produces is presented as suitable or appropriate for the User or for any other person.
5. **Acceptance.** The User accepts these Terms, and is bound by them, from the moment the User first uses the Service, and in any event upon creating an Account or receiving or purchasing Credit, whichever is earliest. A User who does not accept these Terms must not use the Service.

I. Definitions and Interpretation

1. In these Terms the following expressions have the following meanings.
2. **"Account"** means, where the Provider makes registration available, the User's registered account in the Service, through which the User accesses the Service, holds Credit and retains Strategies and Generated Files. Where no registration is available, references to the Account are to the User's access to the Service.
3. **"Backtest"** means the mechanical application of a Strategy to Historical Market Data under stated cost assumptions, and the statistics, equity curve, trade list and other figures resulting from it.
4. **"Broker"** means a brokerage firm operated by a third party, independent of the Provider, with which the User holds or opens a trading account, and which may make available to the User a facility for running a Generated File on that account. The Provider is not a Broker and is not a party to the relationship between the User and any Broker.
5. **"Credit"** means the prepaid, non-monetary unit of entitlement to the Service, purchased by the User or granted by the Provider, and consumed by Model Time. Credit is a measure of entitlement to the Service and is not money, electronic money, a payment instrument, a deposit, an account balance, a security, a crypto-asset or a claim to any payment.
6. **"Generated File"** means the compiled strategy file produced by the Service from an approved Rule Sheet and made available to the User, in the Output Format applicable at the time of generation, together with the Rule Sheet and any accompanying report. A Generated File does not include, and the Provider does not supply, the source code from which it is compiled.

7. **"Fork"** means a copy of a published Strategy taken by a User into the User's own Account for further work, and the Strategy resulting from that work. A Fork which re-qualifies and exceeds the published threshold against the best public variant of its lineage may be listed in the Strategy Library as a variant of that lineage.
8. **"Historical Market Data"** means the historical price and related data against which a Backtest is run, which the Provider obtains from third-party sources and the coverage of which is limited to those instruments and periods which the Provider makes available from time to time.
9. **"Model Time"** means computation performed by the artificial-intelligence model in producing, revising, diagnosing or explaining a Strategy. Model Time is the only element of the Service which consumes Credit.
10. **"Output Format"** means the file format in which a Generated File is produced. As at the date of these Terms the Output Format is the compiled algorithm format of the cTrader platform. The Provider may add, change, deprecate or withdraw an Output Format in accordance with Article XIV.
11. **"Prompt"** means any description, instruction, question, correction or other content submitted by the User to the Service, whether typed or spoken.
12. **"Robustness Score"** means the mechanical score which the Service may calculate in respect of structural properties of a Backtest. It is a calculation and not an assessment, an opinion, an endorsement, a rating, a benchmark or a recommendation.
13. **"Rule Sheet"** means the plain-language statement of every condition capable of opening, sizing or closing a position, together with every assumption applied, which the Service presents to the User for approval before a Generated File is produced.
14. **"Simulated Result"** means any Backtest figure, equity curve, drawdown, statistic, score or other result produced on historical data, and any other hypothetical figure produced by the Service.
15. **"Strategy"** means the trading logic described by the User and expressed in a Rule Sheet, comprising its rules, conditions and parameters, in each of its successive revisions.
16. **"Strategy Library"** (also referred to on the website as the strategy gallery) means the part of the Service through which a User may publish a Strategy built in its Account and through which other Users may view, download or Fork it, together with the creator leaderboard associated with it.
17. **"Trading Platform"** means the third-party software, operated by a Broker or by a technology provider of a Broker, in which a Generated File is capable of being executed.
18. **"User Content"** means the Prompts, names, descriptions, comments, feedback and other content which the User submits to the Service. Strategies, Rule Sheets and Generated Files are not User Content; Article VI governs the rights in them.
19. **"Workflow"** means a one-off trade plan built by means of the Service and compiled in the same manner as a Strategy, which contains its own trigger condition and expiry and which, once installed and switched on by the User on the User's own account at a Broker, places the order described in it once when the condition is met, or expires. References in these Terms to a Strategy and to a Generated File include a Workflow.
20. In these Terms: the headings are for convenience only and do not affect construction; "including" and "in particular" are without limitation; the singular includes the plural and vice versa; a reference to an Article is a reference to an Article of these Terms; and a reference to a numbered paragraph within an Article is a reference to the correspondingly numbered paragraph of that Article.

II. Nature and Scope of the Service

1. **What the Service is.** The Service is software. The User describes a trading strategy in ordinary language; the Service converts that description into a Rule Sheet for the User's approval, tests it against Historical Market Data, reports the result, proposes revisions which the User may accept or reject, and, upon the User's approval, produces a Generated File. The User downloads or retains the Generated File. The role of the Provider ends at that point.

2. **The decision is the User's.** Every condition capable of opening, sizing or closing a position is written out in the Rule Sheet, in ordinary language, before any Generated File is produced. The User is responsible for reading the Rule Sheet and for approving it. The Service stops at the proposal; it does not proceed of its own motion, does not re-run anything while the User is absent, and does not revise a Strategy which the User has not asked it to revise.
3. **No model at run time.** A Generated File is deterministic code. No artificial-intelligence model is invoked, consulted, sampled or present at any time while a Strategy is running. Given the same input data, a Generated File produces the same result. A parameter which the User edits is edited mechanically and not by the model.
4. **No execution and no reach after delivery.** No component of the Provider executes, deploys, monitors, adjusts, optimises, restarts, suspends or terminates any Strategy. The Provider has no technical means of reaching a Generated File once it is in the possession of the User or has been installed elsewhere, including where the User subsequently requests a change. A change is effected by generating a new file.
5. **Hand-off to a Broker.** Where the Service offers to take the User to the client area of a Broker, that function redirects the User's own browser and nothing more. The Provider does not transmit any instruction to any Broker, does not deploy, install, start or activate anything on any account, does not authorise anything on the User's behalf, and does not accept any term of business for the User. Everything which follows the redirection takes place between the User and the Broker, on the Broker's infrastructure and under the Broker's terms. Article XIII applies.
6. **Market data coverage.** The instruments, periods and resolutions available for analysis and Backtest are those which the Provider makes available from time to time and are limited by the terms on which the Provider obtains Historical Market Data from third parties. The Provider may add, restrict or withdraw coverage of any instrument or class of instrument at any time, including where required by a data provider or an exchange, and gives no warranty as to the accuracy, completeness, currency, continuity or suitability of any market data.
7. **No warranty by reference.** Neither the website, nor any description of the Service, nor any documentation, example, illustration or screenshot constitutes a specification, a warranty or a contractual undertaking as to the functionality of the Service.

III. Regulatory Status and Exclusions

1. **Status.** The Provider is a software undertaking. It holds no licence, authorisation, registration, permission or exemption from any financial supervisory authority in any jurisdiction, is not supervised by any such authority, and is not a member of any investor compensation or deposit guarantee scheme. Nothing in the Service, on the website or in any communication of the Provider is to be read as a representation to the contrary, and the User shall not present it as such.
2. **No investment service or activity.** The Provider does not provide, and the Service does not comprise, any investment service or activity within the meaning of Directive 2014/65/EU (MiFID II) or of any national implementation of it, and in particular the Provider does not: receive or transmit orders in relation to one or more financial instruments; execute orders on behalf of clients; deal on own account; manage portfolios, whether on a discretionary basis or otherwise; provide investment advice; underwrite or place financial instruments; operate a regulated market, a multilateral trading facility or an organised trading facility; provide safekeeping or administration of financial instruments; grant credit or loans to an investor; or provide foreign exchange services connected with the provision of investment services.
3. **No personal recommendation.** Nothing produced by the Service is a recommendation addressed to the User, to any class of person or to the public, and nothing is presented as suitable or appropriate for any person. The Service does not perform, and is not capable of performing, any suitability or appropriateness assessment. It has no access to any investment questionnaire, client profile, categorisation, holding, balance or trading history of the User held by any Broker, and the Provider does not request, obtain or process any such information for the purposes of the Service.

4. **No investment recommendation and no investment research.** Neither a Strategy, nor a Rule Sheet, nor a Backtest, nor a Robustness Score, nor anything published in the Strategy Library constitutes an investment recommendation, a recommendation or suggestion of an investment strategy, investment research, or a financial analysis within the meaning of Article 3(1)(34) and (35) and Article 20 of Regulation (EU) No 596/2014 on market abuse, of Delegated Regulation (EU) 2016/958, or of Articles 36 and 37 of Delegated Regulation (EU) 2017/565. Nothing produced by the Service relates to any identified issuer or financial instrument as an object of recommendation, and no opinion is expressed as to the value, price or future performance of any financial instrument.
5. **No signals, no copy trading, no automated trading on behalf of the User.** The Provider does not issue, publish, sell or distribute trading signals, does not operate a signal service, does not offer copy trading, mirror trading or social trading, does not operate any arrangement under which an order arising from the investment decision of the Provider or of any third party is executed on the account of a User, and does not place, route, transmit or submit any order or instruction to any Broker, Trading Platform, venue or counterparty, whether on behalf of the User or otherwise. Every investment decision embodied in a Strategy is the decision of the User who described it.
6. **No management of assets.** The Provider exercises no discretion over any account, position, order or asset of the User, holds no mandate, power of attorney or trading authority in respect of any account, and has no ability to open, close, size, hedge or otherwise affect any position.
7. **No payment service, no electronic money, no deposit-taking.** The Provider is not a credit institution, a payment institution, an electronic money institution or a payment service provider within the meaning of Directive (EU) 2015/2366 or Directive 2009/110/EC, does not hold client funds, does not operate any payment account and does not execute any payment transaction. Payments for Credit are processed by third-party payment providers. Credit is a non-monetary, single-purpose, non-transferable and non-redeemable unit of entitlement which may be used only for the Service, confers no claim to any payment and bears no interest.
8. **No fund, no collective investment, no pooling.** The Provider does not establish, operate, manage, administer, market or distribute any collective investment undertaking, alternative investment fund, UCITS or comparable vehicle, does not pool the money of any person, and does not accept any money for the purpose of investment.
9. **No crypto-asset service.** The Provider does not provide any crypto-asset service and does not offer to the public, issue, or seek admission to trading of any crypto-asset, token, coin or other transferable digital value within the meaning of Regulation (EU) 2023/1114. Credit is not a crypto-asset, is not transferable and exists only as an entry in the Account.
10. **No custody.** The Provider holds no money, financial instrument, crypto-asset or other property of the User at any time, and no money of the User is at any time held on any account of the Provider otherwise than as consideration paid for Credit.
11. **No benchmark, no rating, no index.** The Robustness Score and every other figure produced by the Service are mechanical calculations in respect of a single Strategy on stated data. None of them is a benchmark or index within the meaning of Regulation (EU) 2016/1011, a credit rating within the meaning of Regulation (EC) No 1060/2009, or an assessment of the creditworthiness or quality of any person or instrument, and none of them is published or offered for use as a reference for any financial instrument or contract.
12. **No other regulated or professional service.** The Provider does not provide insurance distribution, credit intermediation, tax advice, legal advice, accounting services, or any service requiring authorisation under any law applicable to the User. The User is responsible for obtaining independent professional advice where it is needed.
13. **No inducement and no remuneration from a Broker.** The Provider receives no commission, rebate, spread share, mark-up, volume-based payment, introduction fee or other consideration from any Broker or from any other person in respect of any User, any account opened, any deposit made or any transaction executed. The revenue of the Provider consists exclusively of Credit purchased by Users and, where

applicable, of fees paid to it by a Broker for the supply of technology, which are unrelated to the trading of any individual User. The Provider is not an introducing broker, a tied agent or an affiliate of any Broker for the purposes of any regulated activity.

14. **Japan.** The Provider does not carry on any financial instruments business, investment advisory business, discretionary investment management business or other registered business within the meaning of the Financial Instruments and Exchange Act of Japan, is not registered with the Financial Services Agency of Japan, and does not solicit any person to conclude any investment contract. The availability of the Service in the Japanese language does not constitute an offer of any financial product or service in Japan.
15. **Artificial intelligence.** The Service is an artificial-intelligence system within the meaning of Regulation (EU) 2024/1689. The Provider is its provider for the purposes of that Regulation. The Service is not a high-risk artificial-intelligence system within the meaning of Annex III to that Regulation. The transparency obligations applicable to it are discharged by the disclosures made in Article X and in the Service itself.
16. **Restricted jurisdictions.** The Service is not offered to, and must not be used by, any person resident or established in a jurisdiction listed in the list of restricted jurisdictions. The User is responsible for satisfying itself that its use of the Service and of any Generated File is lawful in the jurisdiction in which it is situated.
17. **No holding out.** The User shall not describe, present, market or use the Service, any Strategy, any Generated File or any Simulated Result as a regulated service, as investment advice, as a personal recommendation, as a managed account, as a signal service, as a guaranteed or expected return, or as an activity carried on under any authorisation of the Provider, and shall not hold itself out as acting on behalf of the Provider.
18. **Change of status.** Should the Provider at any time obtain any authorisation, registration or permission, or should any part of the Service become a regulated activity, the Provider will publish that fact and amend these Terms in accordance with Article XXI. Until it does so, no such authorisation is to be assumed.

IV. Eligibility, Access and the Account

1. The User must be a natural person of at least eighteen (18) years of age with full legal capacity, or a legal person duly represented by a person authorised to accept these Terms on its behalf, and must not be resident or established in a restricted jurisdiction. By using the Service the User confirms that it meets these conditions.
2. **No registration during the beta phase.** During the beta phase the Service is made available without registration. The User is bound by these Terms from the moment it first uses the Service, whether or not it has created an Account, supplied any information or received any Credit. Where the Provider later makes registration available, the User shall supply accurate and current information and shall keep it so.
3. **Credentials and activity.** Where the User has been issued or has chosen any access credential, the User is responsible for its confidentiality and security and for all activity conducted by means of it, whether or not authorised by the User, and shall notify the Provider without undue delay upon becoming aware of any unauthorised access or use. Access is personal to the User; the User shall not share, sell, lend or transfer it, and shall not obtain or operate more than one access to the Service without the Provider's consent.
4. The Provider may refuse, suspend, restrict or withdraw access to the Service, and may close any Account, where the User does not meet the eligibility criteria, where these Terms are breached or a breach is reasonably suspected, where a security risk is identified, or where the Provider is required to do so by law.
5. **Beta access.** During the beta phase, access to the Service is granted at the discretion of the Provider, may be limited in number, may be subject to invitation or waiting list, and may be withdrawn at any time without reasons being given.

V. The Beta Phase

1. **Purpose.** The Service is made available as a beta version for the purposes of development, testing and evaluation. It is not a finished product. The User accepts it as such and uses it for those purposes.

2. **Scope of the beta version.** During the beta phase the Service comprises the description, building, revision, historical testing and, where enabled, the publication of Strategies, and the production of Generated Files. No live trading, deployment, execution, order transmission or connection to any live trading account forms part of the Service during the beta phase. Any function described on the website or in any material as forthcoming is not available and is not undertaken.
3. **No service level.** The Service is provided without any availability, uptime, performance, latency, capacity, response time, support, backup or continuity commitment of any kind. No service level applies. The Service may be unavailable, interrupted, degraded or withdrawn at any time and without notice.
4. **Defects and change.** The Service may contain defects, errors, incomplete functionality and inaccurate output. Any feature, model, limit, Output Format, instrument, price, score, interface or part of the Service may be added, changed, restricted, deprecated or removed at any time and without notice, and the Service may be discontinued in whole or in part.
5. **Model capacity and tokens.** The User acknowledges that the Service depends on third-party artificial-intelligence models, that every operation which uses Model Time consumes computational tokens of those models, that the tokens available within the Service are limited in quantity and may be exhausted, and that the Provider may at any time and for any reason limit, throttle, queue, interrupt, suspend or discontinue the Service or any operation, in whole or in part, for any User or for all Users, with or without notice and without liability. This applies in particular during the beta phase, in which the Service is provided to Users free of charge.
6. **Data and retention during the beta phase.** Any Account, Strategy, Rule Sheet, Generated File, Backtest, published entry, history, configuration or balance of Credit may be reset, migrated, restricted or deleted during or at the conclusion of the beta phase. No retention period whatever is guaranteed during the beta phase. The User should retain its own copy of anything it wishes to keep.
7. **Credit during the beta phase.** Credit may be granted free of charge, in limited amounts, for testing purposes, including the initial Credit granted on registration. Credit so granted carries no monetary value, is not refundable, is not exchangeable for money and may be reduced, suspended or withdrawn at any time. Where payment functions are not enabled, no Credit may be purchased.
8. **Prices are indicative.** Any price, package, rate of consumption or cost indication shown during the beta phase is indicative, is stated for the purposes of testing, and does not bind the Provider. Prices applicable on release will be those published at that time and accepted by the User before any purchase.
9. **No expectation of release.** Nothing in these Terms constitutes any commitment, representation or expectation that the Service, or any feature of it, will be released in full, will be made available to any particular User, within any timeframe, or on any particular terms.
10. **Liability during the beta phase.** The limitations and exclusions in Article XV apply with particular force during the beta phase, and paragraph 8 of that Article applies.

VI. Strategies, Rule Sheets and Generated Files

1. **Rights in the Strategy.** All right, title and interest in and to every Strategy, Rule Sheet, Workflow and Generated File created by means of the Service — including the trading logic as expressed by the Service, its parameters, the code from which a Generated File is compiled, the compiled file itself, every revision, Fork and derivative of any of them, and every Backtest and score produced in respect of them — vest in and belong to the Provider from the moment of their creation. The Provider may use, reproduce, modify, adapt, combine, translate, compile, publish, share, sublicense, distribute, commercially exploit and otherwise dispose of any of them, in whole or in part, without restriction, without attribution to the User and without any obligation of accounting or remuneration to the User, subject only to the privacy policy and to paragraph 10 of this Article.
2. **Licence of the User's input.** To the extent that any Prompt, description or other User Content supplied by the User is protected by copyright or any other right, the User grants to the Provider, with effect from its submission, an exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable and sublicensable

licence, unlimited as to territory, time, quantity and manner of use, to use it for any purpose, including to reproduce, modify, adapt and combine it, to incorporate it in any Strategy and to exploit the result. The User agrees not to exercise, and to the extent permitted by law waives, any right which would prevent the Provider from doing so. Where mandatory law does not permit the licence to be exclusive, irrevocable or unlimited, it is granted to the widest extent which that law permits. The User warrants that it is entitled to grant this licence and that its User Content infringes no right of any third party.

3. **Licence to the User.** Subject to the User's continuing compliance with these Terms, the Provider grants to the User a non-exclusive, non-transferable, non-sublicensable, worldwide licence, unlimited in time, to use each Strategy, Rule Sheet, Workflow and Generated File created in the User's Account for the User's own trading on accounts held in the User's own name, and for the User's own analysis, education and internal purposes, without limitation as to the number of accounts, Brokers, Trading Platforms or executions. The licence continues after termination in respect of Generated Files already downloaded, and terminates automatically upon any material breach of these Terms.
4. **What the User may not do.** The User shall not, and shall not permit or enable any person to: sell, resell, rent, lease, lend, license, sublicense, assign, transfer, distribute, redistribute, share, syndicate, white-label, host for others or otherwise make available any Strategy, Rule Sheet, Workflow or Generated File, or any part or derivative of any of them, to any third party, whether for consideration or free of charge, otherwise than by publication in the Strategy Library in accordance with Article IX; offer, market or operate any Strategy or its output as a trading signal, a subscription, a managed or copied account, a fund, a service or a product for any other person; register, apply for, claim or assert any patent, trade mark, design right, copyright or other right in any Strategy, Rule Sheet or Generated File, or represent itself as the author or owner of any of them; remove, obscure or alter any notice, watermark or identifier; decompile, disassemble, decrypt, reverse engineer or otherwise attempt to derive the source code or underlying structure of any Generated File, save to the minimum extent that such an act cannot lawfully be prohibited; or use any Strategy, Rule Sheet or Generated File, or any knowledge derived from the Service, to build, train or improve any product or service which competes with the Service.
5. **Reservation of rights.** All right, title and interest in and to the Service and every part of it, including the website, the strategy building environment, the models and prompts operated by the Provider, the compilation toolchain, the backtesting engine, the scoring methodology, the qualification test, the documentation and all trade marks and brand elements, remain with the Provider or its licensors. Nothing in these Terms transfers any of them, and no licence is granted by implication.
6. **Compiled files only.** The Provider supplies compiled files. Source code is not supplied and forms no part of the Service. Where the Provider offers source code as a separate item, it is supplied on separate terms, and any modification made by the User to a Generated File or to such source code terminates every statement made by the Provider as to what the Strategy does.
7. **Output Format and platform.** A Generated File is produced in the Output Format published at the time of generation and is capable of execution only in a Trading Platform which supports that format. The User is informed of the applicable Output Format before generating a file and, where Credit is purchased, before purchase, and acknowledges that a Generated File will not run outside a supporting Trading Platform. The Provider gives no warranty of interoperability with any other platform, broker, terminal or software.
8. **Correspondence between the Rule Sheet and the file.** The Provider takes reasonable care that a Generated File implements the Rule Sheet approved by the User. The Rule Sheet is the statement of what the Strategy does, and it is the document the User is to read and approve. Where the User considers that a Generated File does not correspond to the Rule Sheet, the User shall notify the Provider and shall not run the file.
9. **Retention.** The Provider does not undertake to retain any Strategy, Rule Sheet, Backtest or Generated File indefinitely, and the User should retain its own copy. Article V, paragraph 6 applies during the beta phase.
10. **Exercise of the Provider's rights.** The Provider exercises its rights under this Article subject to the privacy policy. Where the Provider publishes or otherwise makes a Strategy available to any other person otherwise than through a publication initiated by the User, it is not required to identify the author and,

unless the User has chosen a display name for that Strategy, does so without identifying the User and without attributing the Strategy to the User. The Provider does not use Prompts to train its own artificial-intelligence models unless and until the privacy policy states otherwise. No exercise of the Provider's rights constitutes a recommendation, an endorsement or an assessment of any Strategy.

VII. Credit and Payment

1. **Beta phase.** During the beta phase this Article does not apply. The Service is provided to Users free of charge for testing and evaluation; no Credit may be purchased, no payment is taken and no refund arises. Any Credit displayed during the beta phase is granted free of charge and is governed by Article V, paragraph 7. The following paragraphs take effect only when the Provider enables the purchase of Credit and publishes its prices.
2. **Credit.** Credit is prepaid and is purchased in the amounts published on the website or granted by the Provider. The price of each operation which consumes Credit, and the balance of Credit remaining, are displayed to the User before that operation is started.
3. **What consumes Credit.** Only Model Time consumes Credit. Backtests, parameter changes which do not require Model Time, publication in the Strategy Library, forking and the downloading of a Generated File do not consume Credit, save where the website states otherwise before the operation is started.
4. **Operations which are not performed.** No Credit is consumed by an operation which the Service declines to perform, which fails for a reason attributable to the Provider, or which the Service refuses under Article XI. Where Credit is consumed in such a case it is restored.
5. **Nature of Credit.** Credit cannot be withdrawn, transferred to another person, exchanged back into money or used for anything other than the Service, and bears no interest. Credit does not expire, save that Credit held in an Account which is closed in accordance with Article XVII lapses on closure, subject to paragraph 7 of this Article.
6. **Consumer right of withdrawal.** Where the User is a consumer and applicable law confers a right of withdrawal in respect of digital content or digital services, that right applies to the purchase of Credit and is exercised as described on the website within fourteen (14) days. By requesting the immediate performance of an operation which consumes Credit, and by acknowledging the loss of the right of withdrawal in respect of that operation, the User consents to performance beginning before the withdrawal period has expired; Credit which has not been consumed remains refundable.
7. **Refunds on termination.** Where the Provider terminates these Terms or closes the Account otherwise than for breach by the User, Credit purchased and not consumed is refunded. Credit granted free of charge is not refundable in any circumstances.
8. **Taxes and payment providers.** Prices are stated inclusive or exclusive of value added tax as indicated at the point of purchase. Payments are processed by third-party payment providers on their own terms; the Provider does not receive or store full payment card details.
9. **Changes to prices.** The Provider may change its prices in accordance with Article XXI. A change of price does not affect Credit already purchased.

VIII. Backtests, Simulated Results and Market Data

1. **Every Simulated Result is hypothetical.** It is produced on historical data, with the benefit of hindsight, by applying a Strategy which did not exist during the period tested. It does not represent any trade actually made, any account actually held, or any money actually made or lost.
2. **Assumptions are stated.** Each Simulated Result is presented together with the period to which it relates and the cost assumptions applied to it, including spread, commission, slippage and financing where applicable. The User may change those assumptions. Every assumption which the User has not stated is listed as an assumption rather than applied silently.
3. **No indication of future results.** No Simulated Result is an indication, prediction, projection, forecast or promise of any future result. Most strategies which perform well on historical data do not perform in the

same way on data they were not built on. The Provider gives no assurance whatever that any Strategy will be profitable, and the User must not rely on any Simulated Result as a reason to expect a particular outcome.

4. **Overfitting.** Repeated revision of a Strategy against the same historical period produces a result fitted to that period. Where the Service identifies that a change is being fitted to data which has already been examined, it says so; the absence of such a warning is not a representation that a Strategy is not overfitted.
5. **Scores.** The Robustness Score and any other score, rating or measure displayed by the Service is a mechanical calculation on the Backtest to which it relates. It is not an assessment, an opinion, an endorsement, a ranking by profitability or a recommendation by the Provider, and it is not comparable across different periods, instruments or cost assumptions.
6. **Market data.** Historical Market Data is obtained from third parties and is supplied "as is". It may contain gaps, errors, adjustments and revisions, may differ from the data of any Broker or Trading Platform, and does not include the execution conditions, liquidity, latency, requotes, rejections, financing, swap or slippage which would have applied to an actual order. A Backtest is therefore not a model of what would have happened on any particular account.
7. **Live behaviour differs.** A Strategy which is run on a live account behaves differently from the same Strategy in a Backtest, for reasons including execution, spread, latency, gapping, corporate and market events, platform behaviour and the characteristics of the account. The Provider gives no warranty that the two will correspond.

IX. The Strategy Library

1. **Publication.** A Strategy may be published in the Strategy Library either by the User who built it, or by the Provider in exercise of its rights under Article VI. Publication by the User is voluntary, is reversible, and is not required in order to use the Service. A Strategy is listed only after passing the mechanical qualification test applied by the Service, which is a pass-or-fail check of structural properties of the Backtest and not an endorsement. The Provider is not required to identify the author of any Strategy it publishes, and may publish it without attribution or under a generic designation.
2. **Effect of publication.** By publishing a Strategy the User consents to its display in the Strategy Library under the display name chosen by the User, together with its Rule Sheet, its Backtest and its scores, and to its being viewed, downloaded and Forked by other Users. Rights in a published Strategy, and in every Fork of it, are governed by Article VI; a User who Forks a Strategy obtains the licence described in Article VI, paragraph 3 in respect of the Fork created in its own Account. Withdrawal of a publication removes the listing but does not affect Forks already taken or the Provider's rights under Article VI.
3. **No selection, no endorsement, no curation for performance.** The Provider does not select, endorse, verify, certify, curate, rank by profitability or recommend any published Strategy. Any ordering, filter, lineage listing or score applied in the Strategy Library is mechanical and is not an opinion of the Provider, and the same applies to Strategies which the Provider itself publishes: they are selected on mechanical criteria and not by reference to any return. The creator leaderboard ranks authors by the number of Forks taken and the lineage built on their Strategies, not by any return. No author of a published Strategy is paid, rewarded, given any share of any revenue, or given any other consideration in respect of it, and no author may solicit or accept any such consideration from any person.
4. **Not a recommendation.** A published Strategy is a description of trading logic made available for others to read, test and adapt. It is not a recommendation, a signal, a suggestion of an investment strategy or an offer; it is identical for every visitor and is neither selected for nor matched to the circumstances of any person; and it must not be described or presented as any of those things, by its author or by any other person.
5. **Use at the User's own risk.** A User who views, downloads or Forks a Strategy published by another User does so on its own initiative and at its own risk, and is responsible for reading its Rule Sheet, for testing it and for deciding whether to use it. The Provider gives no warranty in respect of any published Strategy and is not a party to any arrangement between Users.

6. **Content standards.** A User shall not publish any Strategy or accompanying content which is unlawful, which infringes the rights of any person, which contains any advertisement, solicitation, contact detail, external link or promotional material, which states or implies any expected, guaranteed or historical return achieved in live trading, or which is designed to induce any other person to trade. The Provider may remove, restrict or refuse to publish any entry at any time and without notice.
7. **Beta phase.** During the beta phase the Strategy Library may be limited, disabled, reset, restructured or withdrawn without notice, and published Strategies may be deleted.

X. Artificial Intelligence

1. **Disclosure.** The User is interacting with an artificial-intelligence system. The Rule Sheet, the code from which a Generated File is compiled, the explanatory commentary, the diagnosis of a Backtest and every suggestion produced by the Service are generated by artificial intelligence and are marked as such.
2. **An artificial-intelligence model can be wrong.** It can misunderstand a description, apply an assumption which the User did not intend, state something which is not correct, and produce logic which does not do what the User expected. The Rule Sheet exists so that the User can read, in ordinary language, exactly what the Strategy will do before anything is run. The User is responsible for reading it and for approving it, and must not run a Generated File which does not do what the User intended.
3. **No automated decision.** The Service does not take any decision in respect of the User based solely on automated processing which produces legal effects concerning the User or which similarly significantly affects the User.
4. **Logging.** Prompts submitted to the Service and the outputs produced from them may be logged and reviewed for the purposes of security, quality, the prevention of misuse and compliance with these Terms, and are processed in accordance with the privacy policy published on the website.
5. **Third-party models.** The Service uses artificial-intelligence models operated by third-party providers acting on the Provider's instructions. The Provider may change those providers and models at any time. The output of a model is not reproducible across model versions; only a Generated File, which contains no model, is reproducible.

XI. Prohibited Inputs and the Boundaries of the Service

1. **No personal circumstances.** The User shall not supply to the Service any information concerning the User's financial situation, income, wealth, account balance, holdings, debts, investment objectives, risk tolerance, knowledge, experience or capacity to bear loss, and shall not supply such information in respect of any other person.
2. **No request for a recommendation.** The User shall not ask the Service, and the Service is designed not to provide: any recommendation, opinion or assessment addressed to the User personally; any statement as to whether a Strategy, an instrument or a course of action is suitable or appropriate for the User; any target, promise or plan for achieving a stated amount, return or income within a stated period; any valuation or price forecast for any instrument; or any assurance as to profit.
3. **Refusal.** The Service is designed to identify such inputs and to decline to act upon them. Where it declines, no Credit is consumed. The Provider may log, review and act upon repeated attempts to circumvent this Article, including by suspending or terminating access under Article XVII.
4. **No circumvention.** The User shall not attempt to circumvent the boundaries described in this Article by any means, including by prompt injection, by role-play framings, by fragmenting a prohibited request across several Prompts, by using another language or encoding, or by the use of any automated tool.
5. **The limits of a technical control.** The Provider applies these controls with reasonable care. They are not a warranty. The absence of a refusal is not a representation that an output is a recommendation, is suitable for the User, or may be relied upon as such; nothing produced by the Service ever is or may be.

XII. Permitted Use and Restrictions

1. **Own use only.** The Service is made available for the User's own use, for the User's own Strategies and for the User's own trading. The User shall not operate the Service for the benefit of, on behalf of, or in respect of the account of any other person.
2. Without limiting the generality of the foregoing, the User shall not, and shall not attempt to, and shall not permit or enable any person to:
    i. **offer the Service to others** — offer, resell, rent, sublicense, white-label, syndicate, host for others or otherwise make the Service, or any Strategy, Rule Sheet or Generated File in breach of Article VI, available to any third party, whether for consideration or free of charge;
    ii. **trade for others** — use the Service, any Strategy or any Generated File in the course of managing, advising upon or trading any account of any other person, or in the course of any activity for which an authorisation is required and which the User does not hold;
    iii. **sell signals or performance** — sell, publish or distribute the output of a Strategy as a trading signal, or offer any person the opportunity to follow, copy or invest in a Strategy;
    iv. **reverse engineer** — reverse engineer, decompile, disassemble, decrypt, extract or otherwise attempt to discover the source code, models, prompts, weights, methodology or underlying structure of the Service or of any Generated File, save to the minimum extent that such an act cannot lawfully be prohibited;
    v. **circumvent controls** — circumvent, disable, defeat, probe, scan or interfere with any authentication mechanism, limit, quota, guardrail, watermark or access restriction, or use any undocumented or internal interface;
    vi. **extract or scrape** — use any automated means to access the Service, to extract Strategies, Backtests, scores, market data or other content from it in bulk, or to train any machine-learning model on its output;
    vii. **impair the Service** — use the Service in any manner which impairs, overburdens, degrades or disrupts it or any system of the Provider, or which introduces any virus, worm or malicious code;
    viii. **act unlawfully** — use the Service for any unlawful purpose, or in furtherance of market abuse, market manipulation, deception, unauthorised regulated activity, money laundering, sanctions evasion, the infringement of the rights of any person, or the evasion of any restriction imposed by a Broker or a Trading Platform.
3. **Materiality.** The restrictions in this Article and in Articles III, VI, IX and XI are material terms of these Terms. Any breach entitles the Provider to suspend or terminate access with immediate effect in accordance with Article XVII.

XIII. Use of a Generated File at a Broker

1. **Outside the Service.** What the User does with a Generated File after it has been produced is outside the Service and outside these Terms. The Provider does not run it, does not participate in its installation, and has no part in anything which follows.
2. **The Broker's service and the Broker's terms.** Where a Broker makes available a facility for running a Generated File on an account held with that Broker, that facility is a service of the Broker, provided by the Broker to the User under the Broker's own terms and, where applicable, under the Broker's own authorisation. The User contracts with the Broker for it, authorises it in the Broker's own environment, and addresses to the Broker every question, instruction, complaint and claim relating to it. The Provider is not a party to that relationship and gives no undertaking in respect of it.
3. **Attribution.** Every instruction submitted to a Trading Platform by or in consequence of a Generated File installed or authorised by the User is attributed to the User, is deemed to have been given by the User, and binds the User, whether or not the User intended it, foresaw it or was present when it was given.
4. **Own responsibility.** The User is responsible for satisfying itself that any account it holds with a Broker is lawfully held, that the use of a Generated File is permitted by the Broker and by the law applicable to the

User, and that any resulting trading is permitted. The Provider gives no advice and takes no position on any of these questions.

5. **Independent monitoring.** The User shall not rely exclusively upon the Service for the purposes of monitoring any account, position or Strategy, and shall maintain independent means of observing and, where necessary, stopping anything which runs on its account. The Service displays nothing about any live account and has no ability to stop anything.
6. **Beta phase.** During the beta phase the Service may offer the redirection described in Article II, paragraph 5, by means of a button such as "Open in your broker". The facility for installing and running a Generated File is at all times a service of the Broker and never of the Provider, and nothing in these Terms constitutes any commitment that any Broker will make such a facility available at all, to any particular User, within any timeframe or on any particular terms. Should the Provider itself at a later date offer any function which goes beyond redirection, it will be subject to separate or additional terms which the User must accept.

XIV. Availability and Changes to the Service

1. The Provider may change, add to, restrict, deprecate or withdraw any feature, model, interface, Output Format, instrument, data source or part of the Service. Where a change materially reduces the functionality available to the User outside the beta phase, the Provider shall give reasonable notice.
2. The Provider may impose and vary technical limits, including limits on the volume of Prompts, the tokens and Model Time consumed, the number or length of Backtests, the number of Strategies and the rate of requests, and may apply them differently to different Users, in order to manage the limited model capacity available to it and to protect the availability and security of the Service. Article V, paragraph 5 applies at all times and not only during the beta phase.
3. The Provider may suspend the Service in whole or in part for maintenance, for security, in response to an incident, or where required to do so by a data provider, a supplier or a competent authority.

XV. Disclaimers, Warranties and Limitation of Liability

1. **As is.** The Service, every Strategy, every Rule Sheet, every Generated File, every Backtest and every Simulated Result are provided "as is" and "as available", with all errors, defects and shortcomings. To the maximum extent permitted by mandatory applicable law, the Provider disclaims all warranties, conditions, representations and undertakings of any kind, whether express, implied, statutory or otherwise, including any warranty of quality, accuracy, completeness, currency, merchantability, satisfactory quality, fitness for a particular purpose, security, uninterrupted or error-free operation, interoperability or non-infringement. This disclaimer applies equally to each affiliate of the Provider and to its third-party suppliers, and is of particular significance during the beta phase.
2. **Trading involves risk.** Trading leveraged instruments such as contracts for difference and foreign exchange carries a high risk of losing money rapidly. Most retail accounts trading such instruments lose money. The User is solely responsible for every trading decision taken and for every consequence of running a Generated File, and should not risk money which it cannot afford to lose.
3. **No liability for trading loss.** To the maximum extent permitted by mandatory applicable law, the Provider shall not be liable for any trading loss, loss of profit, notional or hypothetical profit, loss of opportunity, loss or corruption of data or code, business interruption, or any indirect, consequential, special, incidental or punitive loss, however arising and whether or not foreseeable.
4. **Matters excluded.** To the maximum extent permitted by mandatory applicable law, the Provider shall not be liable for any loss or damage arising out of or in connection with: any defect, error, failure, delay, outage, deprecation or change in the Service; any output of an artificial-intelligence model, including any incorrect, incomplete or unintended Rule Sheet, Strategy, commentary or diagnosis; any inaccurate, incomplete, delayed or revised market data; the behaviour of any Generated File, whether in a Backtest or when run anywhere; anything done or not done by any Broker, Trading Platform, payment provider, model provider, data provider or other third party; any decision taken by the User or by any person on the basis of anything

produced by the Service; any reset, deletion, migration or loss of any Account, Strategy, Generated File, history or Credit; any suspension or termination effected in accordance with these Terms; or the discontinuation of the Service in whole or in part.

5. **No entitlement founded on a simulated result.** No Simulated Result, score, notional profit or other figure produced by the Service constitutes property, income, an entitlement, a claim, a debt or a benefit of any kind, and no claim of any nature may be founded upon any such figure, including upon its loss, alteration, deletion or incorrect calculation.
6. **Aggregate cap.** Subject to paragraph 7 of this Article, and to the maximum extent permitted by mandatory applicable law, the entire aggregate liability of the Provider to the User arising out of or in connection with the Service and these Terms, whether in contract, tort, for breach of statutory duty or otherwise, shall not exceed the greater of (i) the amount paid by the User to the Provider for Credit during the twelve (12) months immediately preceding the date on which the claim arose and (ii) EUR 50. Where the Service is provided free of charge, only limb (ii) applies.
7. **Mandatory exceptions.** Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, for wilful misconduct or gross negligence, and any liability or right conferred upon a consumer by mandatory consumer law.
8. **Beta phase.** During the beta phase the Service is made available free of charge or for Credit granted free of charge, for testing and evaluation, and, to the maximum extent permitted by mandatory applicable law, the Provider accepts no liability whatever in respect of it save as set out in paragraph 7 of this Article.
9. **Allocation of risk.** The User acknowledges that the limitations in this Article reflect the allocation of risk between the parties, that the Service is supplied on that basis and could not be supplied on any other, and that the User has the opportunity to obtain independent professional advice before using it.

XVI. Indemnification

1. To the extent permitted by applicable law, the User shall defend, indemnify and hold harmless the Provider, its affiliates and their respective directors, officers, employees, agents, contractors and suppliers from and against any loss, damage, liability, claim, demand, proceeding, penalty, cost or expense, including reasonable legal fees, arising out of or in connection with:
    i. the User's use of the Service, of any Strategy or of any Generated File, and anything which occurs on any account of the User or of any other person in consequence of it;
    ii. any breach by the User of Article III, Article VI, Article IX, Article XI or Article XII, and in particular any holding out of the Service as a regulated service, any making available of the Service or of a Generated File to a third party, and any use of the Service in the course of an activity for which an authorisation is required;
    iii. any User Content published by the User, and any claim that it infringes the rights of any person;
    iv. any claim brought by any person to whom the User has made a Strategy or a Generated File available or on whose behalf the User has used the Service.

XVII. Suspension and Termination

1. **By the User.** The User may terminate these Terms at any time by ceasing to use the Service and closing the Account. Termination does not affect any licence already granted in respect of a Generated File already produced.
2. **By the Provider with immediate effect.** The Provider may suspend, restrict or terminate the User's access to the Service, in whole or in part, with immediate effect and without prior notice, where: the User is in breach of these Terms or the Provider reasonably suspects such a breach; a security risk or compromise is identified or reasonably suspected; the Provider is required to do so by law or by a competent authority; or the User is or becomes resident or established in a restricted jurisdiction.

3. **By the Provider on notice.** The Provider may terminate these Terms for any reason on thirty (30) days' notice, and may discontinue the Service in whole or in part in accordance with Article V or Article XIV.
4. **Reasons.** Where the Provider suspends or terminates access other than for reasons of urgency, security, legal or regulatory obligation or repeated breach, it shall provide the User with a statement of the reasons, to the extent that it is lawfully able to do so.
5. **Consequences.** Upon termination for any reason, access to the Service ceases; the Provider may delete the Account and all Strategies, Rule Sheets, Backtests, Generated Files, published entries and configurations associated with it; and Credit is dealt with in accordance with Article VII, paragraph 7. The licence granted under Article VI, paragraph 3 in respect of a Generated File already produced survives.
6. **Survival.** Those provisions which by their nature are intended to survive termination shall do so, including Articles III, VI, VIII, XII, XV, XVI, XVIII, XX and XXIII.

XVIII. Confidentiality, Feedback and Publicity

1. **Non-public information.** The User acknowledges that, in the course of the beta phase, it may obtain access to non-public information concerning the Service, including unreleased features, models, prompts, interfaces, methodologies, roadmaps, performance characteristics, defects and vulnerabilities. The User shall treat all such information as confidential, shall not disclose it to any third party without the Provider's prior written consent, and shall use it solely for the purpose of using and evaluating the Service. This obligation survives termination for a period of two (2) years, and indefinitely in respect of any identified security vulnerability.
2. **Feedback.** Where the User submits any suggestion, idea, feature request, bug report, evaluation, benchmark or other feedback in respect of the Service, whether in the Service, by e-mail or in a community channel operated by the Provider (together, **"Feedback"**), the User grants to the Provider a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable licence to use, reproduce, modify, incorporate and exploit that Feedback for any purpose, without any obligation of attribution, confidentiality, accounting or remuneration. The Provider is under no obligation to implement any Feedback.
3. **Community channels.** Where the Provider operates a community channel of any kind (for example a Discord server, a forum or a group on a messaging platform), participation is voluntary and is subject to the rules published there and to the terms of the platform operating it. Anything posted in such a channel is public as between participants, and no statement made there by the Provider or by any person on its behalf amends these Terms or constitutes advice of any kind.
4. **Publicity.** Neither party shall use the name, brand, trade mark or logo of the other in any public communication without its prior written consent, save that the Provider may state, in aggregated form and without identifying any User, the number of Users and the volume of use of the Service.

XIX. Personal Data

1. The Provider processes personal data in connection with the Service as controller. The categories of data, the purposes and legal bases of processing, the recipients, the retention periods and the rights of data subjects are described in the privacy policy published at takumis.ai, which forms part of the information provided to the User but is not a contractual term of these Terms.
2. The User shall not submit to the Service any personal data relating to any other person, and shall not use the Service in order to obtain, infer or verify any information relating to any other person.

XX. Complaints, Governing Law and Jurisdiction

1. **Complaints.** A complaint may be submitted to the Provider at support@takumis.ai. The Provider acknowledges a complaint without undue delay and answers it within thirty (30) days, or within such shorter

period as mandatory law requires. A complaint relating to anything which occurs on an account held with a Broker is to be addressed to that Broker.

2. **Governing law.** These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, including any non-contractual dispute or claim, are governed by the law of the Czech Republic, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.
3. **Jurisdiction.** The courts of the Czech Republic have exclusive jurisdiction, subject to the following paragraph.
4. **Consumers.** Where the User is a consumer, the choice of law in paragraph 2 does not deprive the User of the protection of any mandatory provision of the law of the country of the User's habitual residence, and the User may bring proceedings before, and may be sued only before, the courts of that country where mandatory law so provides.
5. **Out-of-court settlement.** A consumer resident in the Czech Republic may address a consumer dispute to the Czech Trade Inspection Authority (Česká obchodní inspekce, Štěpánská 796/44, 110 00 Prague 1, www.coi.cz), which is the competent body for the out-of-court settlement of consumer disputes. A consumer resident elsewhere in the European Union may use the dispute resolution mechanisms available in the country of residence.

XXI. Changes to these Terms

1. The Provider may amend these Terms, including the prices and the list of restricted jurisdictions, in order to reflect a change in the Service, in its costs, in its suppliers, in the law or in regulatory practice, or in order to correct an error.
2. The Provider shall notify the User of any amendment at least fifteen (15) (during the beta phase, at least seven (7)) days in advance, in a clear and comprehensible manner, on a durable medium such as e-mail or a notification in the Service, save where an earlier or immediate amendment is required in order to comply with a legal or regulatory obligation or to address a security risk.
3. Where the User does not agree with an amendment, the User may terminate these Terms before it takes effect, at no cost, by ceasing to use the Service and closing the Account, in which case Credit purchased and not consumed is refunded. Continued use of the Service after the amendment takes effect constitutes acceptance of it.

XXII. Notices and Contact Information

1. Notices are given by e-mail to the address registered by the User, or by notification in the Service. Notices to the Provider are given by e-mail to support@takumis.ai or in writing to its registered office.
2. The language of these Terms and of all communication between the parties is English. Where these Terms are made available in another language, that version is provided for convenience only and the English version prevails, save where mandatory law provides otherwise.
3. Support, general enquiries, legal notices and requests for consent under Article XII: support@takumis.ai.

XXIII. Final Provisions

1. **Entire agreement.** These Terms, together with the documents referred to in them, constitute the entire agreement between the parties in respect of the Service and supersede every prior arrangement, representation or understanding relating to it, save for any liability for fraudulent misrepresentation.
2. **Severability.** If any provision is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary or, failing that, severed, and the remainder of these Terms shall continue in full force.
3. **No waiver.** No failure or delay in exercising any right constitutes a waiver of it, and no single or partial exercise precludes any further exercise.

4. **Assignment.** The User may not assign or transfer any right or obligation under these Terms. The Provider may assign or transfer these Terms to any member of its group or in connection with a merger, reorganisation or transfer of the business or of the Service, provided that the User's rights are not thereby prejudiced.
5. **Force majeure.** Neither party is liable for any failure or delay in performance caused by an event beyond its reasonable control, including the failure of a supplier, a telecommunications or hosting failure, an act of a public authority, or an event affecting a data provider, a model provider or a Broker.
6. **No third-party rights.** No person other than the parties has any right to enforce any provision of these Terms, save for the persons indemnified under Article XVI.

XXIV. Effective Date and Version

1. These Terms come into force and effect on the 17th September 2026. Version 1.0 (beta phase — strategy building and historical testing only). Subject to amendment in accordance with Article XXI.