

By utilizing this website, you agree to be bound by these terms and conditions.

1. Scope – General Information

1.1. Scope of agreement

This is a legal agreement (hereinafter the "Agreement") between you and Nod Trade Trade Ltd ("NodTrade") for use of the website, data, NodTrade electronic trading platform, and products and services which you selected or initiated, which may include the NodTrade trading platform and third-party signal providers ("Products and Services").

1.2. NodTrade and the Nodtrade Platform

1.2.1. NodTrade is a technology provider that provides to a number of FX and CFD Brokers and to their respective clients the possibility to integrate in their business relationship the functionality of the Nodtrade Trading Platform (hereinafter the "Nodtrade Platform" or the "Platform").

1.2.2. The NodTrade Platform is an automated trading system, allowing a Broker's client F to reproduce in his/her trading account held with the Broker (the "Trading Account"), in an automated way and subject to the application of various parameters and limitations, trading signals generated by third parties (the "Signal Providers" or "Traders"), as further set out in this agreement and explained on the Platform's website.

1.2.3. Any reference to your "Account" in the Platform and generally in relation to NodTrade, for the purposes of this Agreement, shall mean the personalized operation of the Platform concerning you, your relations with NodTrade and the transactions made by you through the use of the Platform's functionality, as well as the capture and recording of such operation in the records and servers of NodTrade. Except for the purpose of receiving the applicable fees, NodTrade shall not receive or keep money or other assets belonging to you and, therefore, the meaning of the term "Account", as defined above, does not refer to the holding of any of your assets.

1.2.4. NodTrade does not undertake, by this Agreement to conduct any of your transactions either as your counterparty or as your broker and therefore assumes no liability in the event of non-performance (total or partial) or delayed execution of the signals generated through the Platform.

1.2.5. NodTrade does not have any involvement in the determination and provision of the products made available to you by any Broker, including the applicable leverage and spreads.

1.2.6. In addition to the automated generation of trading signals, the Platform allows you to generate your own trading signals ("manual" signals), as well as to monitor your transactions and be informed of their results and of your positions held with your Broker in the context of your Trading Account(s) that are connected with the Platform.

1.2.7. The choice of your Broker shall be made exclusively by you and your relationship with such Broker shall be governed by the agreement entered into between you and your Broker. NodTrade shall make available to you, through the website hosting the Platform, a list of the Brokers with

which the use of the Platform is compatible, solely for your convenience, without proposing or suggesting any specific Broker to you.

2. Rules and arrangements for the provision of the service

2.1. Means of providing the service

2.1.1. You have access to the Platform through the website (www.nodtrade.com) or any other website communicated for this purpose to you by NodTrade or your Broker.

2.1.2. Given the nature of the Nodtrade Platform, as provided through the use of electronic applications, you are required to make use of appropriate technical means (e.g. a computer, internet connection etc.), as well as to have the necessary knowledge for the appropriate handling of such means. By entering into this agreement and accessing the Nodtrade Platform, you acknowledge and confirm that you have the necessary equipment and sufficient expertise for its proper use.

2.1.3. By using the Nodtrade Platform you acknowledge that you understand and accept the risks associated with Internet-based trading services including, but not limited to, hardware, software or Internet connection related issues, and the potential inability of timely transmission of the relevant communication due to interruptions and/or errors. Since NodTrade does not control signal power, its reception or routing via Internet, the configuration of your hardware or software, or the reliability of your Internet connection, you agree that you are solely responsible for such failures, including communication failures, disruptions, distortions and delays in trading. NodTrade recommends that you should be cautious when you use a mobile device for trading or receiving data from the NodTrade platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of mobile data, WiFi and mobile communication networks restrictions, and may not provide you with the same functions as accessing the NodTrade platform from a web browser. NodTrade shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the use of a handheld mobile device.

2.1.4. The use of the Nodtrade Platform by you requires the combined use of your user name and password. The user name and password are created by NodTrade and sent to you after your registration in the Platform and remain private and strictly confidential. NodTrade may require for the activation of your access in the Platform a confirmatory email process or any other confirmation process ensuring that the identification data have been sent to/from you. The combined use of the user name and password by you establishes that the use of the Nodtrade Platform and any activity in your Account (indicatively, choice of Signal Providers, Account settings, manual actions, information on performed transactions, etc.) is made by you. It will be your responsibility to protect the secrecy of the user-name and password, bearing exclusive liability for any damage suffered as a result of any leaks or use thereof by a third party in any way, with or without your authorization. You may change the password at any time by following the relevant instructions listed on the website hosting the Platform, without any further disclosure of such change to NodTrade. For the purpose of preventing the use of the Nodtrade Platform by a third party, it is recommended to change your password on a regular basis. Especially, in case of a leak of the user name or password, you shall immediately notify NodTrade and change the password.

2.2. No investment advice

2.2.1. NodTrade shall not provide to you any kind of investment advice or other investment service. NodTrade offers solely the technical means that enable you to adopt trading strategies of other users of the Platform, based on the assumption that you have consciously chosen to conduct CFD and/or FX transactions with a Broker of your choice. NodTrade does not recommend/suggest to any user of the Platform any transactions in any financial instrument nor does NodTrade represent that such transactions may be suitable or appropriate for you or any other user.

2.2.2. The history and statistics of the Signal Providers, the trading signals generated by the Signal Providers and the comments made by any Signal Provider on the Platform's website do not constitute any kind of personal recommendation towards you or any other user to conduct or abstain from any transaction or to follow or unfollow any Signal Provider and should not be regarded as such.

2.3. Registration with the Platform

Unless otherwise expressly agreed, your registration with the Platform is that of a normal user (i.e. not a Signal Provider) and this Agreement governs your relations with NodTrade under this specific and sole capacity.

2.4. Choice of Signal Providers

The Platform provides you the opportunity to trade based on automated electronic signals. You may adjust the Platform's settings so that it replicates in the Account the actions of one or more Signal Providers of your choice.

The Signal Providers are third parties who use their signals (as displayed on the Platform) to carry out transactions for their own account, through Brokers of their choice. In the case

in which transactions of a specific Signal Provider are performed in a simulated trading environment ("demo account") and not through a real Broker account, NodTrade shall draw your attention to such fact with a relevant indication in a prominent position in the Provider's profile in the Platform.

The Platform may incorporate, from time to time, tools or features classifying the Signal Providers into specific categories, or attributing specific ratings or filtering a limited number of specific Signal Providers or combinations thereof. Such tools are based on the application of technical criteria to the Signal Providers' past performance and statistics, in a way to bring to your attention Signal Providers or combinations thereof that may correspond to your trading preferences. In all such cases, you will be able to view the Signal Provider's trading characteristics as well as to compare his trading history and performance with those of any other Signal Provider. By entering into this Agreement, you acknowledge your understanding that in no case, such classifications, ratings filtering or combinations of Signal Providers will be considered to constitute any kind of recommendation from NodTrade to follow any Signal Provider (or any combined strategies) with a view to achieve any specific future result.

In the case of combinations of Signal Providers, the operation of the said combination may be subject to specific rules that NodTrade will communicate to you and that you will be requested to accept before proceeding to the choice of such combinations.

2.5. Application of settings to selected Systems

The replication of a Signal Provider's signals in your Account will always be subject to the restrictions applied by your Broker as to the offer of the products that you trade. In addition, you may choose specific settings and limits for the signals generated by each selected Signal Provider.

2.6. "Manual" action

The Platform enables you to introduce trading signals in your Broker Trading Account at your own initiative (manually), meaning that you may open new positions or close positions previously opened by you or previously opened by a Signal Provider. When you introduce your own trading signals manually through the Nodtrade Platform interface, such signals will be executed by your Broker, however, for technical and other operational reasons, the prices provided by your Broker may be different than those that you see on the Platform at the moment of the placement of your manual signal. NodTrade shall accept no liability for any issues related to the execution of manual trades.

2.7. Limitations of the services and of NodTrade's responsibility

2.7.1. NodTrade draws your attention to the following:

- The Signal Providers neither are related to NodTrade nor have they any professional

certifications or titles with relation to financial markets.

- NodTrade does not intervene in the content of the signals produced by the Signal Providers.
- The Signal Providers do not have access to and do not take into consideration any of the personal information or the position of the account of any of their respective followers.
- Monitoring and evaluation of the Signal Providers by NodTrade takes place solely based on their past behavior and will in no case refer to their future behavior or to the achievement of future performance.

2.7.2. Although the Platform replicates exactly the signals of the relevant Signal Provider(s) (after applying any limitations set by you in your settings), delays in the execution of your transactions by your Broker are probable. It is also probable that divergences arise between the prices that any Signal Provider achieves, with respect to the his own trades, and the prices that you achieve when following the signals of such Signal Provider, even if your trades are carried out at the same time as those of the Signal Provider. Such delays and divergences are normally attributable to the structure and function of the market, and particularly to (indicatively):

- a. The time period, even if very short, between the moment a signal is received from the Signal Provider and the moment of the execution of your trade by your Broker.
- b. The overall operation of the FX and CFDs market, given that there is no single reference price for the participants in such market.
- c. The special events occurring in the market, such as a steep price fluctuation (for example in the case of news announcement), a great volume of transactions waiting to be executed by your Broker or by your Broker's liquidity provider.

Volatility or illiquidity in the Forex markets may also prevent orders from being executed at advantageous prices, or at all.

Therefore, NodTrade does not guarantee:

- An immediate and complete execution of the signals by your Broker.
- The matching of the prices at which you carry out any specific trade with those at which the Signal Provider carries out the same trade.

Generally, NodTrade shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring because trades cannot be executed due to market conditions, or from any errors of your Broker.

2.7.4. By entering into this agreement, you acknowledge that you accept the risks inherent to the performance of transactions in the financial instruments supported by the Platform and provided to you by your Broker and that NodTrade bears no liability for these risks. In particular you acknowledge:

- i. That you are aware that transactions on financial instruments involve risks causing the reduction of the value of investments.
- ii. That foreign exchange, CFDs and other leveraged trading activities involve significant risk of loss. Such activity is not suitable for all investors and you should make sure you understand the risks involved, seeking independent advice if necessary.
- iii. That your trading results may vary depending on many factors. Because the risk factor is high in the foreign exchange, CFDs and other leveraged products, only genuine "risk" funds should be used in such trading. If you do not have the extra capital that you can afford to lose, you should not trade in leveraged products. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.
- iv. That hypothetical performance results have many inherent limitations, some of which

are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

- v. That you are aware and accept the risks arising from the replication of investment strategies of third parties when using the Nodtrade Platform and that past performance posted on the Platform is not indicative of future results.

In this respect, you are required to carefully read the risk disclosure note found in the Risk Disclaimer, before accepting these terms and before commencing the use of the Nodtrade Platform.

2.7.5. NodTrade shall not be responsible for any damage incurred by you (or a third party having any relevant right through you) due to force majeure (including the exercise of the right of strike, the malfunction of computers including the breakdown of computer systems or electronic communications), fraudulent usage of the data stored in its records and servers by third parties, failure of its electronic systems due to malfunctions of the communications' network or malfunctioning of its software and hardware that is not attributable to the lack of maintenance or monitoring, as well as events related to the operation of third parties, such as interruption or suspension or limitation of the activities carried out by Brokers with whom NodTrade cooperates in the context of this agreement or third parties intervening in the course of your relationships and transactions with your Broker (exchanges, companies settling transactions, credit institutions etc.) for whatever reason.

2.7.6. NodTrade is not responsible for the actions or omissions of your Broker or any other third party with respect to the transactions that you carry out with your Broker for whatever reason.

2.7.7. NodTrade does not guarantee that the use of the Nodtrade Platform will have a positive result or a specific performance for you. Any reference to the performance of transactions carried out by users of the Platform or Signal Providers is related exclusively to the past and by accepting these terms you acknowledge that you are aware of such fact. Any reference to the performances of any Signal Provider may not take into account the costs of transactions, such as Broker fees or any other fees applicable to your Nodtrade Platform Account in the context of this Agreement.

2.7.8. The trades conducted by Signal Provider on his own trading account may involve amounts greatly different from the amounts allocated by you to each transaction following the Signal Provider's activity. This may itself cause a significantly different result compared to the Signal Provider's profits or losses even if the remaining characteristics of your positions are the same as the ones of the specific Signal Provider. In addition, particular limitations may be applied to your trading account by your Broker, which may not necessarily apply to the Signal Provider at the same time. Such limitations may be due to specificities of the regulatory framework applicable to each Broker or to the Broker's policies. The application of such limitations on your trading account may lead to further divergences between the results of the Signal Providers' trades and your own trades, especially if the Signal Provider's trading account is not subject to the same limitations.

2.8. Access to CFD Market Data to Demo Accounts

As regards CFDs, and to the extent feasible, NodTrade may provide to you access to online price and

trade-related data regarding the underlying securities ("Market Data"). Such Market Data may include the streaming of quotes, market volume information, as well as public announcements relating to the issuers of underlying securities. Any such Market Data will be displayed on an "as is" basis, i.e. as received from NodTrade's Market Data provider, and will include information that is available in a specific exchange. In this context, the prices of a specific underlying security that are displayed in the Market Data may be different from the prices of the same security in other exchanges or markets where the same security may be admitted.

The provision of access to certain categories of Market Data is subject to the acceptance by you of the terms of the Market Data Addendum which forms an annex to this Agreement. To the extent that the Market Data Addendum refers to a specific Market Data provider, such Addendum will be terminated or amended or substituted in the event of termination of NodTrade's relationship with the specific Market Data provider or in the event of substitution of the Market Data provider. In such case NodTrade will apply its best endeavors in order to give you reasonable notice of the relevant event. In the case of substitution of the Market Data Provider, the provision of access to Market Data may be subject to the acceptance of additional terms by you.

Access to Market Data is provided to you exclusively for internal/personal use. You may not sell, lease, furnish or otherwise permit or provide access to Market Data to any other Person or to any other office or place. You will not engage in the operation of any illegal business use or permit anyone else to use Market Data, or any part thereof, for any illegal purpose or violation of any Regulatory Requirements. You may not present Market Data rendered in any unfair, misleading, or discriminatory format. You shall take reasonable security precautions to prevent unauthorized persons from gaining access to Market Data.

2.9. Inability to access the Platform

In case, for whatever reason, you are unable to access the Platform and its services, you must immediately notify NodTrade and contact your Broker directly to manage any open positions you have in your Trading Account. You may also request from your Broker to disconnect your account from NodTrade, while you are unable to access the NodTrade services, so as to avoid receiving new positions from Signal Providers in your Trading Account.

3. Communication

3.1. Means of Communication

The communication between you and NodTrade shall take place, depending on the case, either in writing or orally. More particularly:

- The written communication takes place via documents exchange/shipping, via fax or via electronic mails being sent to the electronic addresses of the parties or via the Platform's dedicated application for messages and communication.
- Oral communication takes place in principle via telephone. NodTrade may tape record your telephone conversations with its employees, in order to prove the content of such conversations, as well as for the protection of your and NodTrade's mutual interests. All such recorded telephone conversations may be stored in accordance with its Data Privacy Policy that is available on NodTrade's website.

3.2. Confidentiality

NodTrade will keep the information provided by you confidential under this agreement and take the necessary internal measures in order to ensure the confidentiality of such information. Confidentiality does not extend to any data or information

- a. That NodTrade has an obligation to disclose to the public or any competent authority,
- b. That have to be invoked by NodTrade before a Court or any competent authority for NodTrade's defense with respect to a case pending against NodTrade relating to the relationships governed by this agreement,
- c. That have to be communicated to companies cooperating with NodTrade in order for the obligations undertaken by NodTrade under this agreement to be fulfilled.

3.3. Information regarding your trading activity

NodTrade provides you with ongoing access to a personalized area of the Platform, in which you enter by using your individual codes, for the purpose of receiving at any time information on your trading activity at any period of time.

Although NodTrade will apply its best efforts in order to provide you complete and accurate information in a timely manner, such information is not intended to substitute the information that your Broker is expected to provide to you with respect to the activity of your Trading Account. Consequently, NodTrade draws your attention to the fact that you must regularly check your Trading Account's activity and content with your Broker, through the relevant applications, trading platforms or other communication means that are made available to you by your Broker.

In case of various events that – in NodTrade's reasonable opinion – may have an effect on your Account (such as a substantial change of trading behavior by a Signal Provider that you may have selected), NodTrade may send you relevant notices through the Platform.

NodTrade provides 24-hour telephone helpline for the Platform. The relevant details can be found here www.nodtrade.com/support

3.4. Probative force of book les and computer record

Any copy or extract of the forms, data, books, records and les issued or kept by NodTrade, either in paper or in electronic form – in accordance with applicable legislation - or any extract of the Nodtrade Account, which shall be exported by NodTrade and shall display the history of the Nodtrade Account's operation, shall constitute full proof for the activity of the Account.

Similarly, extraction of logs regarding every aspect of the operation of your Account, including logs relating to your logging in the Platform and any use of the Platform by you, shall constitute full proof of the related facts.

3.5. Liability for transmission errors

In cases of delay, interruptions or other errors that may occur during the transmission of electronic mail or fax, as well as in cases of incorrect translation or interpretation of technical terms, NodTrade shall only be liable for willful misconduct or gross negligence of its executives, agents or employees.

4. Fees

4.1. Standard Account Fees

Unless explicitly indicated otherwise in the Platform, the following fees will be applicable in the case the Client opens and holds an Account with Nodtrade:

When the Client executes orders through a trading account held with any Executing Broker, the Client shall be charged a volume based fee calculated per trade executed through the NodTrade Platform and in accordance with the Broker pricing policy.

5. Authorizations

You hereby authorize NodTrade to access the Trading Account held by you with your Broker, via all

appropriate technical means and - to the extent necessary - the relevant competent personnel and executives thereof, in order:

- a) to connect the Platform to your Trading Account in a way to allow the introduction of the signals resulting from the operation of the Platform in your Trading Account;
- b) to obtain full information about your Trading Account connected to the Platform, in order to be able to provide comprehensive information to you via the Platform;
- c) to obtain information regarding your identification, for the purpose of providing the Nodtrade Platform to you, receiving payments from you and complying with any applicable rules (including for the prevention of money laundering);
- d) to proceed to any other necessary consultation and collaboration with the Broker in order for the purpose of this agreement to be fulfilled.

6. Client's Data

6.1. Client's identity

For proof of your identity and that of any representatives designated by you, NodTrade may rely upon any document that, by law, is regarded as proof of identity of a person or legal entity. NodTrade shall not be responsible for the validity, legal integrity or authenticity of such documents. If you suffer loss by error, misunderstanding, deception or fraud as to the person giving instructions to NodTrade to carry out a specific action, NodTrade shall only be liable for willful misconduct or gross negligence of its executives, employees and agents.

6.2. Signature specimens

NodTrade is entitled to receive and keep specimens of your and your representatives' signatures, if necessary for the fulfilment of the Service.

6.3. Change of data

You shall notify NodTrade on your own initiative, without delay, of any change of name, contact information (especially e-mail address) and other data you have provided to NodTrade when entering into this agreement, as well as any change regarding the powers of representation granted to other persons (if applicable). You are not entitled to oppose against NodTrade any change of the above data, if such change has not been notified to NodTrade in writing.

6.4. Personal Data

Your personal data, as disclosed to NodTrade from time to time, will be stored, processed and disclosed to third parties for the purpose of providing the services and complying with NodTrade's obligations, in accordance with NodTrade's Data Privacy Policy, which is available through the link.

7. Refund Policy

NodTrade will issue a refund to an investor for losses caused by Platform Errors, if the investor provides timely notice of the error to NodTrade as described below. A Platform Error occurs if a trading signal that should have been rejected according to the investor's account settings is accepted by NodTrade and submitted to the investor's broker, or if a trading signal that should have been accepted according to the investor's account settings is rejected by NodTrade and not submitted to the investor's broker. NodTrade shall not be responsible for refunding lost profits resulting from Platform Errors under any circumstances.

Errors of Signal Providers or Brokers shall not be considered Platform Errors, and NodTrade shall not be responsible for refunding losses or lost profits resulting from such errors under any circumstances.

In order to receive a refund of losses caused by Platform Errors, you must notify NodTrade in writing of your potential claim. You must deliver the written notice to NodTrade as soon as you knew, or should have known, of the Platform Error, but in any event, no later than twenty-four hours after the Platform Error occurred. If NodTrade does not receive such notice from you within twenty four hours after the Platform Error occurred, it will not be liable for any losses resulting from the Platform Error.

If NodTrade confirms that a Platform Error occurred with respect to your account, and you provided the required notice to NodTrade within twenty-four hours, you will receive a refund of your losses caused by the Platform Error (not including lost profits). NodTrade processes all Refunds requests within 20 days following the acknowledgment of the receipt of the Refund request. You are required to review your Account statements and monitor your Account status at least daily to ensure that your trades were placed, and that all trades that were made on your Account were authorized by you and also monitor your Broker's reports and platform with respect to your Trading Account, as highlighted in clause 3.3. hereof.

Except as expressly provided by this refund policy, neither NodTrade, nor our officers, principals, employees or agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in the NodTrade Platform.

8. Final provisions

8.1. Representation regarding funds

By accepting these terms and proceeding to the opening and operation of your Account, you represent and certify to Nodtrade that:

- a. all amounts of money that you have deposited and/or will deposit with your Broker belong to you, are from a legal source and do not derive from acts or activities falling within the prohibitions of the laws on the prevention and suppression of money laundering;
- b. b) generally you shall comply with the legal provisions and shall not engage in illegal or prohibited actions or practices;
- c. c) all information that you have provided or that you will provide to your Broker or to NodTrade regarding yourself and the origin of your assets are/will be true.

8.2. Restrictions to the use of Platform Information

By viewing NodTrade's website and trading on Platform, you fully understand and agree to respect the proprietary rights of Signal Providers and of NodTrade, and you represent that you do not desire to acquire from the Signal Providers any trade secrets or confidential information.

You represent that you will be using signals solely for your own NodTrade Account and that you will not be reproducing such signals with any third party platforms or services outside of the NodTrade platform, without the written permission of NodTrade. Immediately upon notice from NodTrade that, in NodTrade's opinion, any use of the Platform does not comply with this standard, you will cease such manner of use. Furthermore you agree that NodTrade may at its sole discretion disable

your access to the Platform at any time, in the case of system abuse or any infringement of any patent, copyright, trademark or other proprietary right or infringement upon a trade secret of any person or entity, or other reasons not described in this Agreement.

8.3. Duration – Termination

This Agreement is of indefinite duration. The Agreement shall take effect after acceptance by the Client and upon the opening of the Account by NodTrade, and shall be terminated upon the closure of the Account. The Account may be closed either by a request from you, subject to NodTrade's acceptance and provided that no Fees are outstanding, or in NodTrade's initiative with a reasonable notice or – in the case of inactive accounts – with no notice.

8.4. Governing law – Jurisdiction

8.4.1. All contractual relationships between NodTrade and the Client are governed by the laws of Cyprus.

8.4.2. The courts of Cyprus will be competent for any dispute between you and NodTrade arising from this contractual relationship. NodTrade has the discretion to choose any other court having jurisdiction for the exercise of its claims against you.

8.5. Other terms

8.3.1. The terms of this agreement shall only be amended by a written agreement between you and NodTrade (including by way of acceptance by electronic means), without prejudice to the provisions of the following paragraph.

8.3.2. NodTrade shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on NodTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.

8.3.3. Any delay or omission of NodTrade to exercise any statutory or contractual right, in no way shall be deemed or construed as a waiver of the respective right.

8.3.4. In case one or more the terms of this agreement is or becomes unenforceable, it shall not affect the validity of the remaining terms and the remaining provisions shall remain in force.

8.3.5. You shall not assign or transfer in any way to third parties any of your rights and claims arising from your relations with NodTrade under this Agreement, unless otherwise agreed in writing.