

Last updated: (add date).

Please read these terms and conditions ("Terms of use", "Terms") carefully and fully. By accessing this Site ("WebSite", "Service") and any pages below, you: 1) agree that you have read, understand these Terms of Use and 2) agree and accept to be bound by these Terms of Use.

If you do not agree to the terms of this agreement, do not access or otherwise use the site, or disclose to us any personal information.

Ekaner company ("we", "us" or "our") reserves the right to change these Terms of Use which you are responsible for regularly reviewing and your continued use of this WebSite constitutes agreement to all such changes.

1. Terms and conditions

1.1. In order to provide clear services, the following terms shall have the meanings specified below:

Ekaner.com: means the Ekaner company which is the owner and the copyright owner of the website www.Ekaner.com.

Ekaner Services and Products ("Service" and/or "Product"): mean services and products, including, but not limited to, Software Development for individuals and corporative clients, custom development for MT4, Marketing services, marketing consulting and audit, design and web programming controlled by Ekaner and available on www.Ekaner.com which allow the registered Users to receive additional materials or services on www.Ekaner.com under certain terms of service.

User (Client): means You or any person or legal entity who uses www.Ekaner.com website and is one of the Parties to these Terms of Use. The User shall accept and comply with all the conditions of these Terms of Use.

You: means you as a www.Ekaner.com User ('Your' and 'Yours' shall be construed accordingly).

Terms of Use: mean these www.Ekaner.com Terms of Use which constitute the entire agreement between Ekaner and the User, as well as updated, modified and/or amended future versions thereof as now or hereafter in effect.

Rules: mean rules and conditions that apply to Your use of Ekaner Services, published or declared in addition to these Terms of Use.

Additional Terms: mean the terms and conditions that apply to Your use of the Service, Software, Products and Website of Ekaner, published or declared in addition to these Terms of Use.

Additional Agreements: mean agreements that apply to Your use of Ekaner Services, published or declared in addition to these Terms of Use.

Content: means any and all content, consisting of text, sounds, pictures, photos, video and/or any type of information or communications.

Trademarks: mean trademark and service mark names, logos, domain names and other distinctive features of trademarks of their respective owners (or license holders).

Intellectual Property Rights: mean patents, patent applications, designs, trademarks and trade names (registered and unregistered), copyrights and other similar rights, database rights, technology, know-how and confidential information, all other intellectual property rights and similar or equivalent rights anywhere in the world that exist now or may exist in the future, as well as applications, alterations and amendments to any of the above rights.

Ekaner Website: all elements, content and style of the website, including 3rd level domains, with the URL address www.Ekaner.com.

Ekaner Online Materials: mean materials available for downloading from the Ekaner Website, as well as any changes made by Ekaner in its sole discretion.

Ekaner Advertising Materials: any and all trademarks, names, brands, signs, logos, banners, and any other materials, in whatever form, owned and/or used by Ekaner for the promotion of the company, its products, services and activities.

Ekaner Employees: officers, directors, employees and representatives of Ekaner or Affiliated Entities, as well as any other persons employed by Ekaner or its Affiliated Entities.

Account or Ekaner ID: means an account of website user with Login and Password created for Your use of www.Ekaner.com.

Login: means an identification code which, in combination with the Password, gives You access to Your Account.

Password: means a code You select, which, in combination with the Login, gives You access to Your Account.

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

1.3. Any words following the terms (in any form) "including", "among other things", "in particular" and similar expressions shall be construed as illustrative and not limiting the meaning of the words preceding those terms.

2. General

2.1. These Terms of Use, as well as updates hereof, constitute the entire agreement between You and Ekaner and govern the terms on which You can use the website www.Ekaner.com and Ekaner Services.

By clicking on the "Continue", "Accept" or a similar button or an appropriate link and/or by using the www.Ekaner.com website, You agree to the Terms of Use of this Agreement.

You agree that Ekaner is not responsible for the materials, software, products or third party services that may be published or distributed on www.Ekaner.com.

The User who has not agreed to be bound by these Terms of Use shall have no right to use the website www.Ekaner.com and Ekaner Services.

The website www.Ekaner.com is available for use by persons aged 18 and older.

2.2. These Terms of Use will automatically cease to be effective if it appears that You are:

- (a) not an [Ekaner.com](http://www.Ekaner.com) User, or
- (b) under the age of 18

2.3. If You are a company employee or executive and You use www.Ekaner.com on behalf of Your company ("Company"), You accept and agree to the below: (i) by accepting these [Ekaner.com](http://www.Ekaner.com) Terms of Use and by using www.Ekaner.com, You acknowledge that You are explicitly authorized to do so by the Company based on Your and Company's compliance with this Agreement regarding the use of www.Ekaner.com by You and the Company; (ii) You have obtained all consents, approvals and authorizations from the Company whatsoever needed, allowing You to officially act on behalf of the Company under these [Ekaner.com](http://www.Ekaner.com) Terms of Use. You represent and warrant that You have obtained such consents, approvals and authorizations to use www.Ekaner.com on behalf of the Company. If You do not have such authority, You shall not have the right to use www.Ekaner.com.

2.4. Your agreement with Ekaner can also include Additional Terms/Rules and Additional Agreements published or declared by Ekaner on the Web or in the Ekaner Website. Additional Terms/Rules and Agreements include, without limitations, terms and conditions set forth in these Terms of Use.

We reserve the right to revise and update any of these Terms and conditions from time to time. Such changes shall be effective upon their publication on the www.Ekaner.com site. Before using any of Ekaner Services, You are required to read and accept the corresponding Terms/Rules, Additional Terms and Additional Agreements.

2.5. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original non-electronic signature or delivery or retention of non-electronic records, to the extent permitted by applicable mandatory law.

2.6. Use of the website www.Ekaner.com requires compatible devices (computer, mobile phone, etc.) and Internet access. The website www.Ekaner.com may use Your computer (or other device) resources, including, but not limited to, CPU, memory and network connectivity to ensure the functionality of the website www.Ekaner.com. Ekaner will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communications. However, You acknowledge and agree that Ekaner cannot give any warranties in this respect.

3. Use of the Website www.Ekaner.com

3.1. You agree to provide accurate and complete information when You register on, and as You use, the website www.Ekaner.com, and You agree to update Your registration data to keep it accurate and complete. You agree that Ekaner may store and use the registration data You provide for maintaining Your Account and performing its obligations under these Terms of Use.

3.2. You agree that Ekaner may, in its sole discretion and without prior notice, suspend or terminate the provision of any Ekaner Service or access to the website www.Ekaner.com (or its functions) to You personally or all Users.

3.3. Ekaner may engage the services of consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement, provided that such consultants and contractors will be bound by the same obligations as Ekaner.

3.4. Ekaner may discover that the content, materials, products or services published or distributed on www.Ekaner.com violate any Additional Terms or Additional Agreement or other legal agreements, third party rights, laws, rules and regulations. You agree that in this case Ekaner reserves the right to discontinue the distribution of, remove or stop the publication of, such content, materials, products or services, in its sole discretion or as required by the relevant government authorities.

3.5. You agree to use the website www.Ekaner.com only for purposes that are permitted by (a) these Terms of Use, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, and in accordance with moral principles and rationality. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the materials, products and services.

3.6. You agree not to use the website www.Ekaner.com by any means other than through the interface that is provided by Ekaner on www.Ekaner.com, unless You have been specifically allowed to do so in a separate agreement with Ekaner. You specifically agree not to access the website www.Ekaner.com through any automated means, including use of scripts, crawlers, or similar technologies.

3.7. You agree that You will not engage in any activity that interferes with or disrupts the operation of the website www.Ekaner.com (as well as the servers and networks which service the website www.Ekaner.com).

3.8. You agree that You will not reproduce, duplicate, copy, sell, trade or resell the content of the website www.Ekaner.com, unless you have been specifically permitted to do so in a separate agreement with Ekaner. You must retain all copyright and other proprietary notices contained in the original materials on any copy You make of the materials of the Content. You may not modify the Content in any way or publicly display, reproduce or distribute it. The website www.Ekaner.com is the property of Ekaner. The Ekaner Websites are protected by international copyright laws. Any unauthorized use of the Ekaner Websites may violate copyright laws, trademark laws and other laws.

3.9. You agree that You are solely responsible for, and that Ekaner has no responsibility to You or to any third party for, Your use of the website www.Ekaner.com and any Ekaner Services, products or services, any breach of Your obligations under these Terms of Use, and for the consequences of any such breach (including any loss or damage of any kind which Ekaner or any third party may suffer).

- 3.10.** You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Your use of the website www.Ekaner.com and Ekaner Services, and that the reporting and payment of any such applicable taxes are Your responsibility.
- 3.11.** Ekaner reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, products, materials or services from the website www.Ekaner.com. However, You agree that by using the website www.Ekaner.com You may be exposed to materials, products or services that You may find offensive, indecent or objectionable and that You use the website www.Ekaner.com at Your own risk.
- 3.12.** You agree that Ekaner and its Affiliated Entities own all right, title and interest in and to the www.Ekaner.com website. You agree that Ekaner has all the appropriate rights and licenses for the distribution of the Content, materials, products or services through the website www.Ekaner.com and Ekaner Services that are provided by their respective authors or other copyright owners. You agree that You will not, and will not allow any third party to, (I) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the software located on the website www.Ekaner.com, unless otherwise permitted, (II) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the materials, products and services, (III) use the Content, materials, products or services to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (IV) remove, obscure, or alter copyright notices, trademarks, or other proprietary rights notices of Ekaner or any third party, affixed to or contained within the Content, materials, products or services.
- 3.13.** All rights to Trademarks, as well as property rights and titles, including but not limited to any and all rights to intellectual property are the property of their respective owners or license holders. Except as otherwise provided in these Terms of Use, neither party grants to the other party any right, title or interest (including, but not limited to, any implied licenses) in or to Trademarks. Nothing in this Agreement gives the User a right to use any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Ekaner.
- 3.14.** In using the website www.Ekaner.com or Ekaner Services, You are not granted any intellectual property rights or rights in or to the website www.Ekaner.com or Ekaner Services or to any related content, including materials, documentation, products or services. Any other use of the content shall be allowed only subject to respective owner's authorization or when this is provided by law. These Terms of Use do not grant You any right to use any branding or logos of Ekaner . You must not remove, obscure, or alter any legal notices displayed on the pages of the website www.Ekaner.com.
- 3.15.** You shall not access or attempt to access an Account that You are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the website www.Ekaner.com or Ekaner Services. Violations of system or network security may result in civil or criminal liability.
- 3.16.** You agree not to carry out illegal acts directed at massive attraction of visitors to the [Ekaner.com](http://www.Ekaner.com) website. Any unauthorized massive advertising campaigns concerning [Ekaner.com](http://www.Ekaner.com) website services are prohibited.

4. Submission of User Materials on www.Ekaner.com

- 4.1.** The User shall not post or transmit through the website www.Ekaner.com any materials that:
- 1** are unlawful, threatening, abusive, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, indecent or otherwise objectionable;
 - 2** to a certain extent, discredit the honor, dignity, business reputation, legal rights and interests of other persons;
 - 3** promote hatred towards persons or a group of persons based on religion, race or ethnic origin, and constitute attempts to incite hostility or violence;

- 3 could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any applicable law or contractual obligation;
- 4.2. Any conduct by a User that in the sole discretion of Ekaner restricts or inhibits any other Ekaner.com User from using and enjoying his or her rights, will not be permitted.
- 4.3. The User shall not post or transmit through the website www.Ekaner.com any commercial, advertising or promotional materials for goods or services without prior written consent of Ekaner. The User shall not use the Website to advertise or otherwise promote sales of any goods and services in any form whatsoever.
- 4.4. The User shall not upload, post or otherwise make available on www.Ekaner.com any material protected by intellectual property law (including copyright, trademark law, etc.) or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any material posted by the User on www.Ekaner.com is not protected by copyright, neighboring or third party rights rests with the User.

Some Ekaner Services can also include Additional Terms, Additional Agreements and Rules governing the scope of rights, purposes and terms of use applicable to the materials, products and services of the User.

5. Privacy and Personal Data Protection

- 5.1. We use personal data, which help us to create, develop, manage, provide and improve our Services and contents, as well as to protect against fraud and copyright violation.
- 5.2. We may occasionally use Your personal data to send You important notices of changes in our Terms of Services or Policies. We may also use personal data for internal purposes, such as auditing, data analysis and research, which enable us to improve our Services.
- 5.3. When You visit our websites, we may collect technical and navigational information, such as the type of the web browser, Internet protocol address, language, location, time zone, unique device/browser identifier and requested URLs so that we may better understand customer behavior and improve our Services. We may also collect information regarding specific activities you perform on our website. This information is used to help us improve the content and usability of our websites. This information is aggregated and we consider aggregated information as non-personal for the purposes of our privacy policy. If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.
- 5.4. To find out more about how we collect and use the information you provide, please read our Privacy, Data Protection and Refund Policy and Cookies Policy.

6. Termination

- 6.1. These Terms of Use shall be effective until terminated by either You or Ekaner, as described below.
- 6.2. You may terminate these Terms of Use by discontinuing Your access to and use of the website www.Ekaner.com and all materials, products and services obtained or downloaded from the website www.Ekaner.com.
- 6.3. Upon termination of these Terms of Use, all legal rights and obligations to be executed or performed by You or Ekaner (or accrued during the term of these Terms of Use) or perpetual rights and obligations, shall not be modified due to termination of these Terms of Use.
- 6.4. Ekaner may at any time terminate these Terms of Use if:

- 1 You fail to comply with any provision of these Terms of Use;
- 2 Ekaner will be forced to do so pursuant to the law;
- 3 You cease to be a User;
- 4 Ekaner decides to terminate the operation of the www.Ekaner.com website.

7. Disclaimer of Warranties

- 7.1. You understand and agree that your use of the website www.Ekaner.com is at your sole risk and that the website www.Ekaner.com is provided on an "as is" and "as available" basis without warranty of any kind. You expressly acknowledge and agree that your use of the website www.Ekaner.com is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the materials, products and any services offered or rendered on www.Ekaner.com are provided "as is" and "as available", with all faults and without warranty of any kind, and Ekaner hereby disclaims all warranties and conditions with respect to the products and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.
- 7.2. You agree to use the website www.Ekaner.com and any materials downloaded or otherwise obtained through the use of the website www.Ekaner.com at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device or loss of data as a result of such use.
- 7.3. Ekaner further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

8. Limitation of Liability

- 8.1. To the extent not prohibited by law, in no event shall Ekaner be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the website www.Ekaner.com, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Ekaner has been advised of the possibility of such damages.
- 8.2. Ekaner is not a registered investment advisor, broker/dealer, financial analyst, financial bank, securities broker or financial planner. Ekaner is a technology provider. Users of the service may use the information to formulate their own decisions. All information on the Ekaner.com is provided for information purposes only. The information is not intended to be and does not constitute financial advice or any other advice, is general in nature and not specific to you. Before using the company's information to make an investment decision, you should seek the advice of a qualified and registered securities professional and undertake your own due diligence. None of the information on our site is intended as investment advice, as an offer or solicitation of an offer to buy or sell, or as a recommendation, endorsement, or sponsorship of any security, company, or fund. The company is not responsible for any investment decision made by you. You are responsible for your own investment research and investment decisions.

9. Indemnification

- 9.1. You hereby agree, to the fullest extent permitted by law, to indemnify, defend, and hold Ekaner, its Affiliated Entities and each of their respective directors, managers, employees and agents, as well as Authorized operators, harmless from and

against any and all third party claims, demands, causes of action, suits or proceedings, as well as any and all losses, liabilities, damage, costs or expenses (including any reasonable attorneys' fees), arising from or relating to:

- 1 Your violation of these Terms of Use when using the website www.Ekaner.com,
- 2 infringement of any copyright, trademark right, trade secret, vendibility, patent or other intellectual property right of any third party, damage of any third party's reputation or violation of publicity or privacy right of any third party, in connection with any material posted by the User on the website www.Ekaner.com.

10. Changes to These Terms of Use

10.1. Ekaner reserves the right to change and revise these Terms of Use. Each time changes are made to these Terms of Use, Ekaner will publish a revised version of the Terms of Use on www.Ekaner.com. The revised version of the Terms of Use shall be effective immediately upon publication. Your use of the website www.Ekaner.com following any change to these Terms of Use will constitute Your assent to and acceptance of the revised Terms of Use.

11. General Legal Terms

11.1. These Terms of Use constitute the entire legal agreement between You and Ekaner, govern Your access to and use of the website www.Ekaner.com and can complement any prior agreements between You and Ekaner in relation to the website www.Ekaner.com.

11.2. You acknowledge that the failure of Ekaner to exercise or enforce or delay of Ekaner in exercising or enforcing any legal rights or remedies provided hereunder (or by any applicable law) shall not constitute a waiver of such rights or remedies on part of Ekaner and that such rights and remedies will continue to be available to Ekaner.

11.3. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, then that provision will be removed from these Terms of Use without affecting the rest of these Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

11.4. Ekaner is not a registered investment advisor, broker/dealer, financial analyst, financial bank, securities broker or financial planner. Ekaner is a technology provider. Users of the service may use the information to formulate their own decisions. All information on the Ekaner.com is provided for information purposes only. The information is not intended to be and does not constitute financial advice or any other advice, is general in nature and not specific to you. Before using the company's information to make an investment decision, you should seek the advice of a qualified and registered securities professional and undertake your own due diligence. None of the information on our site is intended as investment advice, as an offer or solicitation of an offer to buy or sell, or as a recommendation, endorsement, or sponsorship of any security, company, or fund. The company is not responsible for any investment decision made by you. You are responsible for your own investment research and investment decisions.

12. Contact us

If you have any questions about this Terms and Conditions, please contact us. Your request must include your name and other information needed for the identification, as well as for the full and complete processing of your request.