

eNor Securities Website Terms of Use

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This website is provided for informational purposes only. General information is provided here about the types of trading and services offered or facilitated by eNor Securities, but such trading and services can only be accessed through the eNor Securities platform, after meeting client registration requirements and other prerequisites, and agreeing to eNor Securities' terms of service. By using this website, the user agrees to comply with these terms of use. Any misuse or unauthorized use of the site may result in the suspension or termination of the user's access.

We reserve the right to modify these terms of use at any time. Changes will take effect immediately upon posting on the website. It is the user's responsibility to regularly review these terms to be aware of any updates. These terms of use are governed and interpreted in accordance with the laws of the Republic of El Salvador. Any dispute arising from or related to the use of this website shall be submitted to the exclusive jurisdiction of the courts of the Republic of El Salvador. By continuing to use this website, you indicate that you have read, understood, and agree to comply with these terms of use. If you do not agree to these terms, please do not use this site.

Scope

These Terms of Use constitute an agreement between you and eNor Securities (IBMaker X Sociedad Anónima de Capital Variable, a company duly incorporated under the laws of the Republic of El Salvador, with its headquarters at Av. Las Magnolias, Colonia San Benito, Cond. Insigne – El Salvador, # 206, office 1101, in San Salvador, registered with the registration number NIT: 0614-090522-103-3) and its affiliates ("we", "our", or "ours"). They govern your access and use of this website (URL: enorsecurities.com) and its subdomains, except for the subdomain for the eNor Securities trading platform (collectively, the "Sites"), any information, documents, texts, graphics, images, photos, or other content uploaded, downloaded, or displayed on the Sites (collectively, the "Materials"), and any products, software, hardware authentication device, services, accounts, data feeds, and tools provided by us or requested by you through the Sites (whether operated by us or not, but excluding, for avoidance of doubt, the eNor Securities trading platform) (collectively, the "Services").

By accessing or using the Services (including your access and use of the Sites), you agree that you have read, understood, and agree to be bound by these Terms of Use (including the Warning Notice setting forth the risks associated with the use of the Sites, Materials, and Services), Privacy Notice, Cookie Notice, and other policies that we adopt and publish on the Sites from time to time, each of which is expressly incorporated herein by reference (collectively, the "Terms"). Your access and use of the Services and Sites are conditioned upon your acceptance and compliance with these Terms and with the applicable laws and regulations to which you are subject. If you do not agree, accept, or comply with these Terms, you should not access the Sites or use any of the Services.

Eligibility

Upon accessing the Sites, you represent and warrant that: (i) as an individual, you are at least 18 years of age or have reached the legal age to enter into a binding contract under the applicable laws; (ii) you have full legal capacity and all necessary authorizations to accept these Terms; (iii) you have not been previously suspended or removed from accessing or using our Sites or Services; (iv) you are not, nor are you acting on behalf of, a user from any jurisdiction: (a) whose laws would prohibit your use of the Sites or Services or (b) that is subject to sanctions administered or imposed by any national or international authorities.

If you are an employee or agent of a legal entity and accept these Terms on its behalf when viewing the Sites and Services, you represent and warrant that (i) such legal entity is duly organized and existing under the applicable laws of your organization's jurisdiction and (ii) you have all the rights and authorizations necessary to bind such legal entity to these Terms.

You are responsible for the use of the Sites and Services, including compliance with applicable laws. You also represent and warrant that your use of the Sites or Services will not violate any law or regulation applicable to you.

We reserve the right, at our absolute discretion, to (i) limit access and use of the Services to a specified number of persons, (ii) refuse permission for a user to create an account and use the Services, and/or (iii) suspend or exclude any person from using the Services for any reason. We may use geo-blocking and/or any other technology to prevent access to the Sites and Services by citizens and residents of and/or persons located in certain jurisdictions from time to time.

In particular, the Sites and Services are not offered to, nor intended to be used by, any person or entity that is subject to sanctions administered or imposed by any country or government, or designated on any prohibited or restricted party list (including, but not limited to lists maintained by the United Nations Security Council, the US Government, the European Union or its Member States, or any other applicable governmental authority) or organized or resident in a country or territory that is subject to comprehensive country-wide or territory-wide sanctions. You represent and warrant that neither you nor any party with a direct or indirect beneficial interest in you or on whose behalf you are acting as an agent or representative is such person or entity and, if applicable, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, re-export, and exchange control laws and regulations. If this is not accurate or if you do not agree, you must immediately cease access to our Sites and Services.

You agree to provide information and documentation confirming your compliance with the eligibility requirements described above if requested by us at any time for the purpose of determining your eligibility to access and use our Services.

Availability of the Sites and Services

We do not guarantee that the Sites and Services will always be available or uninterrupted. From time to time, we may decide to discontinue, temporarily suspend, restrict, or block access to or use of all or part of the Sites and Services without prior notice, and we reserve the right to do so for any reason, at our sole discretion.

We also reserve the right, for any reason at our sole discretion and without prior notice, to: (i) disable, block, or restrict any access to or use of our Sites and Services by individuals or entities; (ii) choose the markets and jurisdictions in which we will make the Sites and Services available for access and use, which means we may restrict or refuse access to the Sites or use of the Services in certain countries or regions; (iii) withdraw, discontinue, suspend (either temporarily or permanently), modify and/or amend all or any features of the Sites and Services; (iv) remove any Materials from the Sites, correct any errors, inaccuracies, or omissions in any Materials on the Sites, alter or update any Materials on the Sites; and (v) deny any user access to all or part of the Services at any time.

You agree that we shall not be liable to you or any third party for any losses or damages that you, or any third party, may suffer or incur as a result of exercising our rights and taking any of the actions described in this section of the Terms.

Data Privacy & Cookies

We are committed to protecting the privacy of your personal data. Please review our Privacy Notice for details on how we collect, use, store, and disclose your personal data in connection with your access and use of the Sites and Services. You will find details on how to contact us with questions or to exercise your privacy rights in our Privacy Notice.

We use certain strictly necessary cookies to ensure that the Sites and Services function properly. We may also use optional cookies, such as to remember your preferences or to better understand the performance of our Site and

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Third-Party Resources may be updated, changed, disabled, or removed at any time, and any material provided on our Sites may be or become outdated or inaccurate. We make no representation or warranty as to the accuracy, completeness, reliability, marketability, or suitability for a particular purpose of the Third-Party Resources provided on our Sites, nor any commitment to update or correct such materials. YOUR USE AND RELIANCE ON ANY THIRD-PARTY RESOURCES ARE ENTIRELY AT YOUR OWN RISK.

Notwithstanding the foregoing, our Services may contain or require the use of third-party services or technologies ("Third-Party Services"), which may be licensed or made available to you for use under separate agreements with third parties. You are responsible for complying and/or not complying with any terms and conditions of these Third-Party Services or as required or specified by us. The third-party provider or owner of such Third-Party Services retains the rights, ownership, and title in and to such Third-Party Services.

User Content

If you post, upload, input, provide, or submit any text, information, materials, images, code, data (including, without limitation, any personal data such as your name, email address, cryptocurrency address), or other content (whether via Sites, Services, or otherwise) (collectively, your "User Content"), you must ensure that the User Content is true, accurate, current, complete, and does not violate or infringe upon the intellectual property rights of any third party. We do not own, control, or endorse any User Content that is uploaded, submitted, inputted, transmitted, stored, or processed through the Sites, Services, or otherwise submitted to us. You are solely responsible for all your User Content and your use of any interactive features, links, information, or content on the Sites, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and grant the licenses in these Terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe upon, or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

Any User Content that is uploaded, submitted, inputted, transmitted, stored, or processed through the Sites, Services, or otherwise submitted to us shall be deemed non-confidential. By posting, uploading, inputting, providing, or submitting your User Content to us, you grant us and any necessary sublicensees a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works, distribute, transmit, publicly perform, and publicly display your User Content and sublicense such rights to others.

While we have no obligation to filter, edit, or monitor User Content, we reserve the right and have full discretion to remove, filter, or edit User Content and activities in your account.

If you decide to submit feedback to us – whether questions, comments, suggestions, ideas, original or creative materials, or other information, you do so voluntarily and not based on any solicitation from us. You agree that feedback does not constitute or include your User Content. We reserve the right to use the feedback for any purpose without cost and without compensation to you. Do not send us feedback if you expect to be paid or if you wish to continue being the owner or claim rights over your feedback. If you decide to send us feedback, you acknowledge and understand that we do not guarantee that your feedback will be treated as confidential or proprietary.

Prohibited Communications

You are prohibited from using the Sites and/or Services to post or transmit any material that is threatening, defamatory, libelous, obscene, scandalous, inflammatory, pornographic, or profane, any material that is contrary to applicable local, federal, or international laws and regulations, any material that may constitute or encourage unlawful conduct, or any content or materials that we reasonably deem inappropriate or offensive. We may, from time to time, monitor or review materials transmitted, stored, or processed through the Sites or Services or sent to us, and we reserve the right to delete any material that we consider inappropriate. We are not obligated to do so and we assume no responsibility or liability arising from any material transmitted or posted using the Sites and/or Services.

Warranties and Disclaimers; Limitation of Liability

Except as expressly provided otherwise in a written agreement between you and us, all Services, including the Sites and Materials, are provided “as is” and “as available” without warranty or condition of any kind, express or implied, including, but not limited to, the implied warranties of satisfactory quality, merchantability, or fitness for a particular purpose.

Without limiting the foregoing, we make no warranty, representation, or condition that: (i) the Services and Materials will meet your requirements, (ii) the Services and Materials will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services or Materials will be effective, accurate, or reliable, and (iv) the quality of any Services or Materials provided to you through the Sites will meet your expectations.

In no event shall we be liable to you or any third party, in contract, tort (including negligence), statutory duty or otherwise, for any special, punitive, incidental, indirect, or consequential damages of any kind, including, without limitation, those resulting from loss of use, data, or profits, whether or not we have been advised of the possibility of such losses or damages arising from the access or use of the Sites, Services, and/or Third-Party Resources.

Your use of the Services is at your own discretion and risk and, in some instances, may be subject to other applicable laws and regulations in your place of residence. It is highly recommended that you seek independent legal or professional advice if you have any doubts. We cannot guarantee the availability of all Services to you, and when all or some Services are available, we reserve the right to withdraw or terminate the availability of those Services to you at any time. No information, whether oral or written, obtained by you from us or through the Sites shall create any warranty not expressly stated in these Terms.

To the fullest extent permitted by applicable law, you release us and our directors, employees, agents, representatives, co-brand or other partners, and officers from all liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and acts or omissions of third parties.

Indemnity

You agree to indemnify, defend, and hold harmless us, our directors, employees, agents, representatives, co-brand or other partners, and employees, from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of your conduct in connection with the Sites or Services, your use of the Services, your violation of these Terms, or your violation of any rights of another person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you shall cooperate with us in asserting any available defenses.

Acceptable Use Policy

When using the Sites, Materials, and/or Services, you must adhere to their stated purpose. You shall not use the Sites, Materials, or Services to:

- (a) Interfere with or violate the legal rights (such as privacy and publicity rights) of others or infringe upon the use or enjoyment of the Sites, Materials, or Services by others;
- (b) Engage in or promote any activity that violates these Terms or any applicable laws, rules, codes, guidelines, or regulations issued by any governmental or regulatory body;
- (c) Attempt to interfere with, disrupt, negatively affect, or inhibit other users from accessing and/or using the Services, Sites, or Materials, or damage, disable, overload, or impair the operation of the Sites or our servers or any equipment or networks connected to any of our servers in any way;
- (d) Create a false identity for the purpose of deceiving others or fraudulently representing oneself as another person or representative of another entity, including, but not limited to, an authorized user of the Sites or our representatives, or fraudulently representing oneself or otherwise claiming to have an affiliation with a person, entity, or group;
- (e) Mislead or deceive us, our representatives, and any third parties who may rely on the information provided by you, by providing inaccurate or false information, including omissions of information;
- (f) Disguise the origin of any material transmitted through the Services available via Sites (whether by forging message/package headers or otherwise manipulating normal identification information);
- (g) Violate, infringe, or misappropriate any intellectual property or industrial property rights of any person (such as copyrights, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit an unlawful act;
- (h) Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, malware, or any other similar software or programs that may damage the operation of a computer or property of another person;
- (i) Access any content, area, or functionality of the Sites that you are prohibited or restricted from accessing or attempt to circumvent measures employed to prevent or limit your access to any content, area, or functionality of the Sites;
- (j) Gain unauthorized access or interfere with the performance of the servers hosting the Sites or providing the Services or any servers on any associated networks or otherwise fail to comply with any policies or procedures related to the use of those servers;
- (k) Attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- (l) Obtain or attempt to obtain any materials or information by any means not intentionally made available by the Sites or the Services;
- (m) Collect or otherwise gather, whether aggregated or otherwise, data about others, including email addresses and/or distribute or sell such data in any manner;
- (n) Use any part of the Sites, Materials, or Services for any purpose other than its intended purpose;
- (o) Use any data, analytics, or information provided to you for commercial purposes; or
- (p) Use the Services for market manipulation or other market abuse activities, whether prohibited by law or not.

When you are subject to prohibitions or restrictions by law or otherwise to access or use the Sites or the Services, you may not access the Sites or use any Services using any virtual private network, proxy service, or any other third-party service, network, or product with the effect of masking your own IP address or location or impersonating another IP address or location, or otherwise use any method to circumvent any technology used by the operator of the Sites for the purposes of such prohibitions or restrictions, or any technology used by us to observe such prohibitions or restrictions, or access the Sites or use any Services using any digital token address in or subject to the jurisdiction of any country or region where access to the Sites or use of any Services is sanctioned by local laws and/or regulations.

No Financial Activities or Advice Policy

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Our agents, consultants, directors, employees, and shareholders make no representations or warranties, express or implied, as to the accuracy, completeness, or reliability of any Materials contained on the Sites.

The Materials on the Sites should not be construed as an advertisement, recommendation, solicitation, or offer to buy, sell, or subscribe to any virtual assets, cryptocurrencies, products, and/or services offered by us. Any market information provided in the Materials is subject to change and is obtained from sources believed to be reliable, but neither the information nor its source has been verified. No warranty, representation, or guarantee is made as to its accuracy or completeness. Neither we nor our directors, employees, or associates are responsible for, have control over, or endorse any market information published in the Materials, and all such market information is attributable to its source. Any information about prices or levels is only indicative and is subject to change at any time. Always ensure to access the latest information before making any decision to access any products and/or Services.

Unless required otherwise by applicable law, in no event shall we or any of our affiliates, agents, consultants, directors, employees, or shareholders be liable for any damages (direct or indirect) of any kind, under any theory of liability (including tort, contract, statutory, or equity liability), including, but not limited to, loss of use, loss of profits, or loss of data or any other losses (financial or otherwise) arising out of or in any way connected with the Sites, Materials, and/or Services, or resulting from omissions in the information on the Sites or Materials, or resulting from your use of the information or by any of your representatives. We reserve the right to amend or replace the information contained on the Sites, in whole or in part, at any time, and we assume no obligation to provide access to the amended information or to notify you thereof.

Force majeure

While we strive to provide the best possible services, we are not obligated to provide them in any way or at all times. We reserve the right to terminate, suspend, or alter the services or the manner in which we provide them at any time. Additionally, the services may be terminated, made inaccessible, altered, or delayed due to events or circumstances beyond our reasonable control, including, but not limited to, health crises, global pandemics, fires, strikes, floods, power outages or failures, acts of God, acts of any government or governmental authority, market movements, volatility, computer malfunctions, server or Internet failures, security breaches or cyber-attacks, criminal acts, delays or failures caused by common carriers, or any other disruption that we have not foreseen or prepared for.

Governing Law and Dispute Resolution

These terms and our relationship with you shall be governed by the laws of the Republic of El Salvador. In the event of any dispute or claim between you and eNor Securities arising out of or relating to these terms or their subject matter or formation (including non-contractual disputes and claims), the courts of the Republic of El Salvador shall have exclusive jurisdiction.

Right of Modification and Termination

We reserve the right to amend these terms at any time. You will be informed of any changes through the “Last Updated” section below. By continuing to use our sites or services after any changes, you confirm that you have read, understood, and agree to the latest version of these terms. If you do not agree with any changes, you must immediately cease using our sites and/or services.

Additionally, we may terminate our agreement with you under these terms at any time, with or without prior notice, for convenience or if we believe, in our sole discretion, that you have violated or may violate any provision of these terms or any applicable law. Upon termination, your right to access and use the sites and services will cease immediately.

Miscellaneous

If any provision of these terms is deemed unlawful, invalid, or unenforceable, that provision shall still be applied to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed separate from these terms. Such determination shall not affect the validity and enforceability of the remaining provisions.

These terms, together with any policies or operational rules published by us on the sites, constitute the entire agreement and understanding between you and eNor Securities, governing your access and use of the sites and services. They supersede any prior agreements, communications, or proposals, whether oral or written. Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

The failure or delay by eNor Securities to exercise or enforce any right, remedy, or provision of these terms or available by applicable law shall not constitute a waiver of such right or provision and shall not affect our right to enforce such provisions at any subsequent time. Similarly, any waiver by us to seek redress for your violation of these terms or any provision of the applicable terms shall not constitute a waiver of our right to any subsequent violation or breach by you or others, nor of the provision itself.

Contact

If you have any questions or feedback about these terms, please contact us at:

Email: support@enorsecurities.com

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Last Updated: May 2024.