

Terms and Conditions

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1. Introduction

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

Welcome to the services provided by Borsa Hero (referred to collectively with its affiliates as “Borsa Hero” or “We”), which include the website accessible at <https://www.BorsaHero.com>, along with our network of websites, software applications, and any other products or services we offer (the “Services”). Additional services provided by Borsa Hero may be subject to separate terms and conditions.

By using our Services, you agree to comply with our Community Guidelines and any additional guidelines or rules that are posted on our Services, made available to you, or communicated to you in connection with specific services or features we may offer. We may also provide certain paid services, which are governed by our Terms of Sale as well as any additional terms or conditions disclosed to you in relation to those services. All such terms and guidelines (collectively, the “Guidelines”) are incorporated into these Terms and Conditions by reference.

These Terms and Conditions apply whether you register an account with our Services or use the Services as an unregistered user. By clicking “Sign Up,” registering, downloading, accessing, or using the Services, you agree to be legally bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not access or use any of our Services.

If you use our Services or create an account on behalf of a company, entity, or organization (collectively, a “Subscribing Organization”), you represent and warrant that you: (i) are an authorized representative of the Subscribing Organization with the authority to bind the organization to these Terms and Conditions and grant the licenses set forth herein; and (ii) agree to these Terms and Conditions on behalf of the Subscribing Organization.

2. Use of Borsa Hero Services by Minors and Restricted Persons

The Services provided by Borsa Hero] are not available to individuals under the age of 18. If you are under the age of 18 or the age of legal majority in your place of residence, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.

The Services are also not available to any users who have been previously removed from the Services by Borsa Hero, or to any persons prohibited from accessing the Services under the laws of Australia) or applicable laws in other jurisdictions.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD, OR IF YOU ARE UNDER THE AGE OF 18 OR THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE, YOU ARE USING THE SERVICES UNDER THE SUPERVISION OF A PARENT OR LEGAL GUARDIAN WHO AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

3. Privacy Policy

Your privacy is important to us. Please review our Privacy Policy for details on how we collect, use, and disclose your personal information.

4. Your Account

When creating an account, you will be required to provide certain information, such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account and password, as well as for restricting access to your computer. If you allow others to use your account credentials, you agree to these Terms and Conditions on behalf of all individuals who use the Services under your account or password. You are also responsible for all activities that occur under your account or password. Please ensure that the information you provide during registration and at all other times is accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Borsa Hero, you may not sell, rent, lease, transfer, share, or provide access to your account to anyone else, including, but not limited to, charging others for access to administrative rights on your account. Borsa Hero reserves all legal rights and remedies to prevent unauthorized use of the Services, including but not limited to implementing technological barriers, IP mapping, and, in serious cases, contacting your Internet Service Provider (ISP) regarding such unauthorized use.

Borsa Hero may allow you to register for and log into the Services via certain third-party services. The collection, use, and disclosure of your information by these third-party services are subject to their respective privacy policies. Further details on how Borsa Hero collects, uses, and discloses your personal information when you link your account with a third-party service can be found in our Privacy Policy

5. Modifications

Borsa Hero reserves the right to update or modify these Terms and Conditions at any time by publishing the revised terms and updating the "Last Updated" date at the top of this document. Your continued use of the Services following the implementation of any changes constitutes your acceptance of the revised Terms and Conditions.

If you are a resident of the European Union, European Economic Area, the United Kingdom, or Switzerland and are using the Services as a consumer (i.e., for personal use outside the scope of your trade, business, or profession), we will provide you with advance notice of any significant changes to these Terms and Conditions. Where applicable law requires, we will also seek your explicit consent before any amendments take effect. If you do not agree to the revised terms, you must discontinue your use of the Services before the changes become effective.

6. Device Usage

Using the Services may require you to use a personal computer, mobile device, or other equipment, and may involve communication with or storage on such devices. You are

responsible for any internet or mobile service fees, charges, or data usage costs incurred from third parties while accessing the Services. Additionally, for streaming purposes, we may utilize your devices to facilitate the service.

7. User Content

Borsa Hero enables you to stream live and pre-recorded audio-visual content, utilize features such as chat, forums, bulletin boards, and contribute to wikis or voice interactions. You can also engage in other activities where you create, upload, share, perform, or store content, including messages, text, audio, images, applications, code, or other materials on our platform ("User Content").

Content Security

We take steps to secure your content against unauthorized access, copying, and distribution. However, we cannot promise that unauthorized activities by third parties won't occur. By using our services, you acknowledge and accept that Borsa Hero] is not responsible for any unauthorized access, use, or distribution of your content by others, and you waive any claims against us for such unauthorized activities.

All security measures we use to protect your content are provided "as-is." We do not offer any guarantees, assurances, or warranties that these measures will be completely effective or immune to breaches, bypassing, or other security challenges.

Rights You Grant for Your Content

Unless you have a separate, signed agreement with Borsa Hero, by uploading, posting, storing, or sharing your content through our platform, you grant Borsa Hero and its licensees a broad, worldwide, irrevocable, and royalty-free license to: (a) use, copy, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display your content in any format or medium, whether currently known or developed in the future, for any purpose, including promoting and redistributing our platform and its services; and (b) use any name, identity, likeness, or voice that you provide in connection with your content. These rights extend for as long as applicable law permits, including potentially indefinitely.

If your content includes the name, likeness, or other identifying features of third parties, you confirm that you have obtained all necessary permissions to allow Borsa Hero and its licensees to use these elements as described in these Terms and Conditions.

Rights Over Streaming Content

Regarding any live or recorded audio-visual content you stream, the rights granted to Borsa Hero will end once you delete that content or close your account, except in the following cases: (a) if others have copied or stored portions of your content (e.g., clips), (b) if Borsa Hero has used your content for promotional activities, (c) while the content is being removed from backups and other systems, or (d) if Borsa Hero is required by law to retain the content.

Your Responsibilities and Assurances

You are fully responsible for the content you create, upload, or share. By doing so, you confirm and guarantee that: (1) you are the original creator or have obtained all necessary rights and permissions to the content, allowing you to grant the rights specified here; (2) your content does not and will not: (a) infringe upon or violate any rights of others, including intellectual property rights such as copyright, trademark, or patent, nor will it violate privacy, publicity, or other personal rights; (b) contain any defamatory material; (3) your content is free from harmful elements like viruses, malware, or spyware; and (4) your content does not include any unreleased or confidential information, unless you have explicit written permission to do so.

8. Brand Collaborations & Sponsored Content

We understand that some users collaborate with brands and may share "Sponsored Content." Sponsored Content refers to any content you create that features, discusses, or promotes products, services, or specific content in exchange for compensation, such as payments, goods, or services. This includes, but is not limited to, paid endorsements, product placements, and sponsorships. You are permitted to share Sponsored Content on our platform, provided that it complies with these Terms and all applicable laws.

If you decide to share Sponsored Content through our services, you agree to use our Sponsored Content disclosure tool, which provides clear notice to viewers that your stream includes Sponsored Content. You also acknowledge that it is your responsibility to ensure that your Sponsored Content adheres to all relevant advertising laws, regulations, and guidelines, including but not limited to the guidelines issued by the U.S. Federal Trade Commission (the "Advertising Guidelines"). For instance, if you receive payment or free products in return for promoting a product or service, or if you are promoting your employer's products or services, you agree to clearly disclose these relationships to indicate the commercial nature of the Sponsored Content, as required by the Advertising Guidelines.

9. User Conduct & Obligations

You agree not to engage in any activity that violates any applicable laws, contracts, intellectual property rights, or the rights of others. You are fully responsible for your actions while using our services.

By using our platform, you agree to adhere to these Terms and any applicable guidelines, including but not limited to the following prohibitions:

1. You will not create, upload, share, transmit, or store any material that is false, illegal, infringing, defamatory, obscene, pornographic, invasive of privacy, harassing, threatening, abusive, inflammatory, or otherwise inappropriate;
2. You will not impersonate others, falsely claim to represent any person or entity, access accounts belonging to others without their permission, forge digital signatures, misrepresent the origin or content of information transmitted via our services, or engage in any fraudulent activity;
3. You will not send unsolicited communications such as junk mail or spam to other users, including but not limited to advertising, promotional materials, commercial content, chain letters, or any similar materials;
4. You will not collect or harvest email addresses or other contact information from other users of the services without their consent;
5. You will not engage in behavior that is defamatory, harassing, abusive, threatening, or fraudulent toward other users, nor will you collect or attempt to collect personal information about other users or third parties without their consent;
6. You will not interfere with or bypass any security features of the services or user content, including those designed to prevent copying or restrict access, or tamper with copyright notices or other proprietary rights notices;
7. You will not attempt to reverse engineer, decompile, disassemble, or otherwise discover the source code of any part of our services, unless such actions are explicitly permitted by applicable law;
8. You will not modify, adapt, translate, or create derivative works from our services, except where explicitly allowed by law;
9. You will not disrupt or harm the operation of our services or interfere with other users' enjoyment of them, including through the distribution of viruses, malware, or other harmful code;
10. You will not send unsolicited emails or other communications from third-party servers without the owner's permission;

11. You will not use automated systems like robots, spiders, or scrapers to access our services, nor will you bypass any measures we use to prevent unauthorized access;
12. You will not manipulate identifiers to disguise the origin of content you submit;
13. You will not disrupt our services or the networks connected to them, disobey any requirements or regulations of those networks, or use our services in any way that interferes with others' ability to enjoy them, or overloads or impairs the functioning of our services;
14. You will not attempt to access another user's account without their authorization;
15. You will not try to bypass any content filters or access areas of the service to which you are not authorized;
16. You will not claim or suggest any affiliation with us without our prior written consent;
17. You will not use our services for any unlawful purpose or in violation of any local, national, or international laws, including those related to intellectual property, data protection, and privacy.

To the extent allowed by law, we do not accept liability for any user-generated content or for any harm that might result from it, including defamation, libel, omissions, falsehoods, obscenity, pornography, or profanity that you may encounter while using our services. Your use of our services is at your own risk. These rules do not create any right of action for third parties or a reasonable expectation that our services will be free from content that violates these rules.

We are not responsible for any statements or representations made in user-generated content. We do not endorse any opinions, recommendations, or advice expressed in such content, and to the fullest extent permitted by law, we disclaim any liability related to user-generated content. We reserve the right to remove, screen, or edit any user-generated content at any time without notice, especially if it violates these Terms or applicable law. You are solely responsible for backing up and replacing any content you post on our services at your own expense. Any misuse of our services as described above constitutes a breach of these Terms and may result in the suspension or termination of your access to our services.

For users in the European Union, the European Economic Area, the United Kingdom, or Switzerland who are acting as consumers, we will only remove or modify user-generated content for legitimate reasons, including when it violates these Terms or the law. In cases where it is reasonable and legally permissible, we will notify you of the reason for our actions without undue delay.

10. Advertisements

We hold the sole authority to earn revenue from our platform, encompassing the exclusive rights to sell, display, and oversee advertisements within our services. Third-party ad networks are not permitted to advertise through our platform.

11. Ideas

If you share any ideas, suggestions, documents, or proposals with us (collectively referred to as "Submissions"), you acknowledge that we have the unrestricted right to utilize or disclose these Submissions for any purpose and in any manner, without any obligation to compensate or acknowledge you.

12. Termination and Cancellation

You have the option to end your use of our services and this agreement at any time by simply discontinuing your use of our platform. If you have an active account, you may also choose to close your account. For individuals residing in the European Union, the European Economic Area, or the United Kingdom who are classified as Consumers, you might be entitled to withdraw from this agreement during a specified cooling-off period. For more information about this right, please refer to our EU, EEA, & UK Consumer Withdrawal Policy.

We retain the authority to halt the provision of our services or any specific features, end this agreement, and revoke your access to our platform at our sole discretion, without prior notice. This includes the right to suspend or deny access to our services for various reasons, such as: (a) breach of these terms or relevant laws; (b) misuse or fraudulent use of our services; or (c) operational or technical issues affecting our ability to offer the services. This authority extends to terminating access to any products or subscriptions you may have purchased. If you are unhappy with our services, the terms, our policies, or any content, your only recourse is to close your account and cease using our services.

For Consumers residing in the European Union, the European Economic Area, the United Kingdom, or Switzerland, we will provide reasons for any actions we take, unless such notification is restricted by law or if it could potentially affect the security or integrity of our services or ongoing investigations.

13. Indemnification

You agree to defend, indemnify, and hold harmless us, our subsidiaries, and all related parties, including our affiliates, contractors, employees, officers, directors, agents, suppliers, licensors, and business partners (collectively "Our Affiliates"), from any claims, losses, damages, liabilities, expenses, and costs, including legal fees, that arise from or relate to your use of our services, any content you contribute, any infringement of third-party rights, violations of these terms, or breaches of any promises you've made. You must promptly inform us of any third-party claims, and we reserve the right, at your expense, to take over the defense of any such claims. You agree to assist us in managing these claims. We will make reasonable efforts to inform you of any claims as soon as we are aware.

Disclaimers and Warranties

1. No Warranties

TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS EXPLICITLY STATED BELOW: (a) OUR SERVICES AND THE CONTENT PROVIDED ARE OFFERED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN WRITING BY US. (b) OUR AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. (c) WE DO NOT WARRANT THAT THE CONTENT OR MATERIALS ON OUR SERVICES ARE ACCURATE, COMPLETE, CURRENT, OR ERROR-FREE. (d) WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS IN TEXT OR IMAGES. (e) WHILE WE STRIVE TO PROVIDE A SAFE EXPERIENCE, WE CANNOT GUARANTEE THAT OUR SERVICES OR SERVERS ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO SCAN FOR VIRUSES.

2. Consumer Rights in EU/EEA/UK/CH

For consumers residing in the European Union, European Economic Area, the United Kingdom, or Switzerland, your statutory rights regarding digital content and services are unaffected by these terms. We provide no additional implied or statutory warranties beyond what is legally required.

Limitation of Liability and Damages

1. Liability Limits

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR

CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, PROFITS, OR DATA, ARISING FROM OR RELATED TO YOUR USE OF OUR SERVICES OR CONTENT. THIS INCLUDES DAMAGES CAUSED BY RELIANCE ON INFORMATION FROM US, ERRORS, INTERRUPTIONS, VIRUSES, OR OTHER ISSUES. (b) OUR TOTAL LIABILITY FOR ANY CLAIM RELATED TO THE USE OF OUR SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID FOR ACCESS IN THE TWELVE MONTHS PRIOR TO THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. IF THE LAW PROHIBITS LIMITING LIABILITY, WE WILL LIMIT IT TO THE MAXIMUM EXTENT PERMITTED. Our liability for death or personal injury, fraud, or other losses that cannot be excluded by law remains unaffected.

2. Third-Party Products and Services

THESE LIMITATIONS ALSO APPLY TO DAMAGES FROM PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES ADVERTISED ON OR RECEIVED THROUGH OUR SERVICES.

3. Agreement Basis

YOU AGREE THAT OUR OFFER OF SERVICES, INCLUDING PRICING AND TERMS, RELIES ON THESE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY. THESE TERMS FORM A CORE PART OF OUR AGREEMENT WITH YOU, AND WITHOUT THEM, WE WOULD NOT BE ABLE TO PROVIDE SERVICES AT A REASONABLE COST.

Governing Law and Jurisdiction

1. General Terms

(a) EXCEPT AS NOTED BELOW, ANY DISPUTES ARISING FROM THESE TERMS OR YOUR USE OF OUR SERVICES WILL BE RESOLVED THROUGH ARBITRATION IN SANTA CLARA COUNTY, CALIFORNIA. THIS INCLUDES ANY CLAIMS EXCEPT THOSE SEEKING EQUITABLE RELIEF FOR INTELLECTUAL PROPERTY VIOLATIONS. ARBITRATION REQUIRES YOU TO WAIVE THE RIGHT TO A COURT TRIAL OR JURY TRIAL. BOTH PARTIES WILL ATTEMPT INFORMAL RESOLUTION BEFORE ARBITRATION. ARBITRATION WILL BE CONFIDENTIAL AND CONDUCTED BY A SINGLE ARBITRATOR UNDER JAMS RULES. APPEALS AND NON-ARBITRATION SUITS WILL BE HEARD IN STATE OR FEDERAL COURTS IN SANTA CLARA COUNTY, CALIFORNIA. (b) DISPUTES WILL BE GOVERNED BY CALIFORNIA LAW AND APPLICABLE U.S. LAW, EXCLUDING CONFLICT OF LAWS PRINCIPLES. (c) NEITHER PARTY MAY INITIATE A CLASS ACTION OR OTHER REPRESENTATIVE ACTION.

2. For EU/EEA/UK/CH Consumers

For consumers in the European Union, European Economic Area, the United Kingdom, or Switzerland, disputes will be governed by California law but will not

affect your protections under local mandatory laws. Disputes will be resolved in the appropriate civil courts as per applicable law.

3. **For Other Jurisdictions**

If arbitration is not enforceable in your jurisdiction, disputes will be resolved in state or federal courts in San Francisco County, California, or, if required, by competent courts in your place of residence. Governing law will be that of your jurisdiction if California law is not applicable.

Claims

ANY CLAIM ARISING FROM OR RELATED TO OUR SERVICES MUST BE INITIATED WITHIN ONE YEAR FROM THE DATE THE CLAIM ARISES. CLAIMS NOT BROUGHT WITHIN THIS TIME FRAME ARE PERMANENTLY BARRED.

14. Risk Warning and Disclaimer

Investing in stocks and other financial instruments carries inherent risks and may not be appropriate for all investors. The value of investments can fluctuate significantly, and you might not recover the amount initially invested. Trading on margin introduces a high level of risk and could lead to substantial financial losses.

Key Risk Factors:

1. **Market Risk:** Prices of securities are subject to fluctuations due to various factors such as economic conditions, political events, and natural disasters, which may lead to significant financial losses.
2. **Liquidity Risk:** Certain stocks may be challenging to buy or sell without impacting the price, which could affect your ability to enter or exit trades.
3. **Volatility Risk:** The stock market is prone to rapid and unpredictable price movements, which can result in large swings in asset values over short periods.
4. **Credit Risk:** There is a possibility that the issuer of a security may fail to meet its financial obligations, impacting the security's value.
5. **Leverage Risk:** Utilizing borrowed funds to trade can magnify both gains and losses, potentially leading to significant debt.
6. **Operational Risk:** Technical issues, such as system failures or cybersecurity breaches, may disrupt trading activities.

Disclaimer for Livestreamers and Viewers:

- **For Livestreamers:** The content provided during your livestreams is intended solely for educational and informational purposes. Do not present yourself as a

certified financial advisor or provide specific investment advice. Clearly communicate to your viewers that trading involves risks and that any trades you demonstrate are illustrative only.

- **For Viewers:** The information and content presented by livestreamers on Borsa Hero are for informational and educational use only. The trading strategies and activities shown may not be suitable for everyone. Do not consider the livestream content as personalized investment advice or an endorsement of particular financial strategies or instruments.

General Disclaimer:

- Borsa Hero offers a platform for users to share their trading experiences and strategies but does not provide personalized investment advice. Users are encouraged to perform their own due diligence or seek advice from a financial professional before making investment decisions.
- We do not guarantee the accuracy, completeness, or timeliness of any information available on our platform and are not liable for any financial losses resulting from trading activities.
- By accessing Borsa Hero, both livestreamers and viewers acknowledge and accept the risks associated with trading. Borsa Hero and its affiliates are not responsible for any losses or damages arising from trading activities.

Investing in securities involves significant risk, including the potential loss of principal. Ensure you thoroughly understand the risks before engaging in trading. Past performance is not indicative of future results.

15. Questions

If you have any questions regarding these Terms & Conditions, please feel free to contact us.

How to Contact Us:

Support: For general support inquiries, feedback or any other issues, you can reach out to our customer service team at support@borsahero.com. Our team is available to assist you with any questions or issues you may have.

Response Times:

We aim to respond to all inquiries within [insert typical response time, e.g., 48 hours]. Please provide as much detail as possible in your message to help us address your concerns promptly.

Note:

While we strive to address all questions and issues, we may not be able to respond to every inquiry immediately. Your patience is appreciated as we work to provide you with the best possible service.