

# Terms & Conditions, Fair Usage Policy - Trikl

## 1. Introduction

As used in these Terms & Conditions (Terms), Trikl Technologies (Us, We, Trikl, Our) means Trikl Technologies Private Limited and its in-application and web experiences (services) and website, portals, and mobile app (Platform). These Terms are in addition to any other agreements between you and Trikl Technologies including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, platform, content, tools, and information provided by such Trikl Technologies and subsidiary(ies).

## 2. Services

The Trikl Technologies platform offers various services. This includes (1) account details like balances, transactions, transaction history, account statements; (2) news, commentary, research reports, educational material, and financial market data; (3) interactive financial tools like alerts, calculators, report generators, dashboards; (4) account management tools; (5) company names, logos, and trademarks owned by Trikl Technologies and third-party providers, and (6) other information, content, services, or software. Some services are provided by third parties, including information from social media, blogs, online articles/reports, and other forums. This third-party content may be accessed through links on the application and/or website or links on the third-party provider's websites.

## 3. Use of Services

You agree to use our platform and services only for lawful purposes and in accordance with these Terms. You are responsible for all activities that occur under your account.

## 4. Eligibility

**4.1** If you are under the age of 18, you may use Trikl's platform and services with the consent of a parent or legal guardian(s). It is to be ensured by you or your parent/legal guardian(s) that your parent and/or legal guardian(s) have read and understood the Terms as mentioned in this document.

**4.2** Ages 18 years and above should have the legal capacity to enter into a binding contract to use our platform and services.

**4.3** By using our platform and services, you represent and warrant that you meet this eligibility requirement.

## **5. Account Registration**

To access features of our platform and services, you are required to register for an account. You must provide accurate and complete information during the registration process and keep your account information up-to-date. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

## **6. Intellectual Property**

All content, trademarks, logos, and other intellectual property on our platform and services are the property of Trikl Technologies or its licensors. You may not use any content from our platform services without our express written permission.

## **7. Investment and Trading Decisions**

**7.1** You understand and agree that all investment and/or trading decisions are based on your own investment objectives and evaluation of prevailing financial circumstances. This extends to all decisions made by you on the basis of any information that may be available on the platform. You understand that Trikl Technologies is merely a facilitator providing access to its clients to participate in financial and commodity markets and that Trikl Technologies does not seek to influence or otherwise affect your decision-making process in any way whatsoever.

**7.2** You shall not hold nor seek to hold Trikl Technologies or any of its officers, directors, partners, employees, agents, subsidiaries, affiliates, or business associates liable for any trading losses or damages incurred as a consequence of relying upon any information, opinions, advice, or any other material

whatsoever on the platform or in any brochures, promotional material, or any other text promoted by Trikl Technologies or any of its partners.

**7.3** You shall seek independent advice from professionals on any investment decisions that you make. You acknowledge that employees and representatives of Trikl Technologies are not authorized to give any such advice and that you shall not obtain or rely upon any such advice from Trikl Technologies or any of its employees or representatives. Any advice of this nature inadvertently given by any employee or representative of Trikl Technologies shall strictly be taken as being in their personal capacity, and Trikl Technologies will disclaim any liabilities arising.

## **8. Rewards and Offers**

Trikl referral program allows you to earn rewards which are dispersed as Trikl coins. We have the authority to change the prerequisites, offers, reward categories, conditions, and any technicality associated with the offers and awards at any given time.

## **9. Confidentiality**

Your records are considered confidential and will not be disclosed to any third party, except when legally required to do so by the appropriate authorities. We will not sell, share, or rent your personal information to any third party, nor will we use your email address for unsolicited mail. Any emails sent by Trikl Technologies will only be in connection with the provision of the agreed platform and services. You are encouraged to keep copies of any text related to the provision of our platform and services. When appropriate, we will provide you with written information, handouts, or copies of records as part of an agreed contract for the benefit of both parties.

## **10. Limitation of Liability and Disclaimer**

To the maximum extent permitted by law, Trikl Technologies shall not be liable for any indirect, incidental, consequential, or disciplinary damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (a) your use or inability to use the platform and services; (b) any unauthorized access to or use of our servers and/or any personal information stored therein.

## 11. Governing Law

The Terms mentioned in this document are governed by the laws of Pakistan and any disputes are to be settled in the court of law.

## 12. Fair Usage Policy

**12.1** Our platform and services are intended for individual and business use only. You agree to use the platform and services in a manner that does not violate any applicable law or regulation and which abides by the guidelines mentioned in the Terms document.

**12.2** Trikl has the authority to suspend or close your account, either by giving prior notice or immediately. We may close your account or stop you from using our platform and services immediately if we believe you have:

- Violated the terms outlined in this document.
- Engaged in or attempted to engage in unlawful activities.
- Placed Trikl Technologies in a position that may lead to legal violations.
- Conducted any activities or transactions that jeopardize the security of accounts, platform, or services.
- Provided false, inaccurate, or unauthorized information at any point.
- Maintained direct or indirect associations with accounts involved in fraudulent activities.
- Exhibited any suspicious activity within your account.
- Demonstrated abusive behavior towards any Trikl staff member or community member.
- Utilized or exploited our platform or services inappropriately.

**12.3** Non-compliance with the Fair usage policy may result in:

- Account suspension or termination.
- Temporary or permanent ban from the platform or services.
- Reduction or elimination of access to our platform and services.
- Financial penalties or fines.

- Reporting of activity to relevant authorities for legal action
- Direct legal action in the court of law.

### **13. Changes to Terms**

We may modify these Terms at any given time. We may provide notice of any changes via email, push notifications, SMS, and in-app banners. Your continued use of the platform and services after any changes constitutes your acceptance of the new Terms.