

# Terms of use

## 1. Introduction

### 1.1. Overview of the online platform

Profi Group Systems ("we", "us", or "our") respects the privacy of our clients ("you" or "your") and is committed to protecting the personal information that you share with us. This Privacy Policy explains how we collect, use, and share your personal information and your rights and choices regarding your personal information.

Profi Group Systems offers an online platform service powered by our proprietary automated software complex (ASC). This platform enables Clients to transfer their Digital Assets, including virtual currencies like BTC and ETH, non-cash money, and electronic money (including fiat currency and private currency). It allows them to participate in autonomous bonus distribution. The Platform runs on automated algorithms, ensuring its independent operation.

Clients receive bonuses for using the Platform to transfer their Digital Assets and attract new Clients. Please note that some transactions may require third-party resources, for which Profi Group Systems assumes no liability.

Once your User Account is created and the necessary identification and verification procedures are completed, you may transfer your Digital Assets to the Platform by the terms of this Agreement, including the Initial Amount.

Upon transferring your Digital Assets to the Platform, you will receive the right to participate in the autonomous bonus distribution and Profi Group Systems referral program.

### 1.2. Purpose of the Terms and Conditions

These Profi Group Systems Terms and Conditions of Use (from now on referred to as the "Terms"), along with our AML Policy located at <https://profigroup.systems/docs/aml-policy.pdf> and Privacy Policy located at <https://profigroup.systems/docs/privacy-policy.pdf>, which are integral

parts of these terms, is a legally binding contract between you as a client and Profi Group Systems, the developers and owners of the different products and services under the brand "Profi Group Systems."

These terms and conditions govern using the Profi Group Systems website, Profi Group Systems bot, virtual currency exchange and wallet services, and the "Platform".

### 1.3. Acceptance of the Terms and Conditions

The Agreement is a public offer, and the client confirms its acceptance by clicking the "Accept" button when creating a user account. If you do not agree to these terms, please do not register on our platform and do not use it.

### 1.4. Changes to the Terms and Conditions

We reserve the right to modify or update these Terms at any time without prior notice. We encourage you to review these Terms periodically to stay informed about our practices. By continuing to use the Platform after changes are made, you agree to be bound by the revised Terms.

### 1.5. Key terms and definitions

The following key terms and their definitions are used throughout these Terms and Conditions:

- **Profi Group Systems:** Refers to the online platform provided by Profi Group Systems, including the Profi Group Systems website, Profi Group Systems bot, virtual currency exchange and wallet services, and Profi Group Systems platform.
- **Client:** Refers to the individual or legal entity that has agreed to these Terms and Conditions and is using the Profi Group Systems.
- **User Account:** Refers to the account created by the client to access and use the Profi Group Systems.
- **AML Policy:** Refers to Profi Group Systems's anti-money laundering policy, found at <https://profigroup.systems/docs/aml-policy.pdf>.
- **Privacy Policy:** Refers to Profi Group Systems' privacy policy, found at <https://profigroup.systems/docs/privacy-policy.pdf>.

- **KYC Policy:** Refers to Profi Group Systems's know your customer, which can be found at <https://profigroup.systems/docs/kyc.pdf>.
- **Parties:** Refers to both the client and Profi Group Systems collectively.
- **Agreement:** Refers to the legally binding contract between the client and Profi Group Systems, as set out in these Terms and Conditions.
- **Platform:** Refers to the Profi Group Systems website, bot, virtual currency exchange and wallet services, and platform in whole.
- **Speculative Operations:** Refers to trading activities that involve a high degree of risk, such as futures trading, options trading, and margin trading.
- **Investment Operations:** Refers to activities involving the purchase and sale of financial instruments to generate a profit, such as stocks, bonds, and currencies.

## 2. Eligibility

### 2.1. Age and legal capacity requirements

To use the Profi Group Systems, clients must be at least 18 years old and have the legal capacity to enter into a contract. The client uses the Profi Group Systems to represent and warrant that they meet these requirements.

### 2.2. Restrictions on users from certain jurisdictions

The Profi Group Systems is not available to citizens or residents of the United States of America, as we do not work with clients from the USA. Additionally, the Profi Group Systems may not be available in certain jurisdictions where it is prohibited by law. The client is responsible for ensuring that they are not violating any laws or regulations in their jurisdiction by using the Profi Group Systems.

### 2.3. Verification process and required documents

To comply with AML and KYC regulations, Profi Group Systems requires clients to undergo a verification process and provide certain documents, including but not limited to government-issued identification and proof of address. Profi Group Systems reserves the right to request additional information or documents to ensure compliance with regulatory requirements. Failure to provide the required information or documents may result in suspending or terminating the client's account.

### 3. User Accounts

#### 3.1. User Profile Registration and Verification

To use the Platform for investment and speculative operations on exchanges, you must create a User Account by registering on our website and accepting the terms and conditions of this agreement.

If you are a natural person, you must be at least 18 years of age and not a U.S. citizen. If you are a legal person, you must have the right, power, and authority to enter into this Agreement on behalf of the legal person and bind it to these terms. You must also not be barred from doing so under any applicable laws and/or this Agreement.

We use a KYC (know your customer) policy for our Clients, which requires a comprehensive legal assessment and includes procedures such as collecting and analyzing identification information about the Client, determining the degree of risk of the Client, and controlling transactions for contradictions to such behavior.

To create a User Account, you must provide the following information: Email address (Login to the Platform); Password; Username; Personal identification code (in case of absence, the date and place of birth and place of residence); Phone number; Payment details.

Once you have provided this information, you will need to provide personal identification documents such as an ID card, passport, or driving license, as well as documents to verify your address such as a utility bill, tax bill, or bank statement. For legal persons, you must provide articles and memorandum of association, documents confirming the management and ownership structure, and documents to verify the address.

If you have difficulties changing your data or need help, contact us at [support@profigroup.systems](mailto:support@profigroup.systems).

After your User Account is created and identification and verification procedures are completed, you will be provided with a unique wallet that you can use to receive, store, and transfer Digital Assets and bonuses. Your wallet's interface will be divided into Main Balance, Investment Profits, and Affiliate Bonuses. You can replenish the Main Balance with your Digital Assets and withdraw them from it to outside wallets. Investment Profits displays the bonuses you receive from using your

Digital Assets by Profi Group Systems, and you can withdraw them to the Main Balance.

### 3.2. Account security

You are responsible for maintaining the security of your User Account and password. You must keep your password confidential and not share it with anyone else. You must immediately notify Profi Group Systems if you become aware of unauthorized access to your User Account or any other security breach. Profi Group Systems is not responsible for any loss or damage arising from your failure to comply with this security obligation.

### 3.3. Account suspension and termination

Profi Group Systems reserves the right to suspend or terminate your User Account at any time and without notice if we believe that you have violated these terms and conditions or any applicable laws or regulations. We also reserve the right to suspend or terminate your User Account if we believe that your User Account is being used for fraudulent or illegal purposes or if we receive a request from law enforcement or regulatory authorities. If we suspend or terminate your User Account, you will no longer have access to the platform, and any funds or digital assets held in your account may be forfeited.

## 4. Services and Risks

### 4.1. Description of the investment services

Our online platform provides investment and speculative operations on exchanges. We offer a variety of investment packages to our clients, which provide access to our services, including daily trading transactions, bonuses, and interest payments. The percentage distribution of bonuses is applied exclusively to the results of completed trading transactions daily. Our investment services are designed to help our clients increase their profits and achieve their financial goals.

### 4.2. Risks associated with speculative trading operations

The Profi Group Systems platform enables Clients to participate in trading operations on exchanges. It is important to note that speculative trading is associated with significant risks and may result in the partial or complete loss of funds invested.

Clients should consider their investment objectives and risk tolerance before engaging in speculative trading. The market value of digital assets can be highly volatile and fluctuate significantly in a short time. Various factors, including market conditions, political events, and regulation changes, can cause this volatility.

In addition to market risks, there are risks associated with using technology and online trading platforms. For example, technical failures or malfunctions, such as system errors or outages, may result in delays, inaccuracies, or failures in the execution of trades, leading to financial losses.

Profi Group Systems does not provide investment advice or make any guarantees regarding the profitability of speculative trading operations. Clients are solely responsible for their investment decisions and should seek independent financial advice if necessary.

Using the Profi Group Systems platform, Clients acknowledge and accept the risks associated with speculative trading operations and agree to assume full responsibility for any financial losses.

#### 4.3. Risks associated with the cryptocurrency/blockchain market

You acknowledge and agree that investing in cryptocurrencies and other digital assets carries a high level of risk, including but not limited to:

- Volatility: Cryptocurrencies are known for their high volatility and their prices can fluctuate rapidly and unpredictably.
- Regulatory risks: Cryptocurrencies are not regulated in many countries, and regulatory changes or actions could significantly affect their value.
- Security risks: Cryptocurrencies can be vulnerable to cyber attacks, hacks, and theft, which could result in the loss of your investments.

You are solely responsible for assessing these risks and making informed investment decisions. We strongly recommend conducting your own research and seeking professional advice before investing in cryptocurrencies or other digital assets.

#### 4.4. Risks associated with providing services

Our platform may use third-party services and integrations, including but not limited to exchanges and payment processors. We cannot guarantee the reliability or security of these services, and we are not liable for any losses or damages that may result from their use.

You acknowledge and agree that you use our platform and its services at your own risk, and we are not responsible for any losses or damages that may result from your use of our services.

By using our platform and its services, you agree to indemnify and hold us harmless from any claims, losses, damages, liabilities, and expenses (including legal fees) arising from using our services.

If you do not agree with any part of these terms and conditions, please do not use our platform. We reserve the right to modify or terminate these terms and conditions without notice. Your continued use of our platform and its services after any such modifications indicates your acceptance of the modified terms and conditions.

### 5. Fees, Charges, and Penalties

#### 5.1. Overview of fees and charges

To participate in our investment services, clients must deposit funds into their wallets. For each replenishment of the personal wallet with the Client's assets, Profi Group Systems also requests 5 USDT of the transferred assets for servicing the Client's trading account. Clients can withdraw their funds anytime by sending a request, which will be processed within three banking days. The cost of withdrawing funds to the wallet is 5 USDT.

We also offer clients the option to transfer their digital assets to our platform. The transfer of digital assets to the Platform for use by the general rules is carried out for 1 year. At the same time, this condition limits the Client's ability to withdraw their Digital Assets from the Platform earlier. In this case, the Client shall pay the Platform a penalty in the following amount from the current amount (number) of Digital Assets.

## 5.2. Payment - methods and processing

Any of these cryptocurrencies is available to the user for depositing and withdrawing funds: Bitcoin(BTC), Litecoin (LTC), USDT (TRC20). The payment processing time is not regulated and depends on the load and performance of the blockchain network (the selected cryptocurrency)

## 5.3. Fines and penalties

Invested funds will be frozen for three months. After this period, investors may withdraw their funds subject to a 20% commission fee based on the investment amount. Please note that processing withdrawal requests may take up to 30 working days.

After 12 months from the date of investment, investors may withdraw the body of their investment without incurring any commission fees within 5 days. If no withdrawal request is submitted within 5 days after 12 months of operation, the funds will be automatically returned to work and frozen for another 3 months.

# 6. Intellectual Property

## 6.1. Ownership of the platform's content and trademarks

All content available on the platform, including but not limited to text, graphics, logos, images, audio clips, and software, is the property of the platform and is protected by copyright, trademark, and other intellectual property laws. The platform's trademarks and logos are registered trademarks of the platform and cannot be used without our prior written consent. Users are not granted any right or license to use the platform's content or trademarks except as expressly provided in these Terms and Conditions.

## 6.2. User-generated content and license granted to the platform

By submitting any content, including but not limited to text, images, videos, or comments, to the platform, you grant the platform a non-exclusive, royalty-free, worldwide, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any form, media, or technology now known or later developed, for any purpose related to the operation of the



platform, including without limitation marketing and promotion. You represent and warrant that you have all necessary rights to grant this license to the platform and that your content does not infringe the rights of any third party.

Users are solely responsible for any content they submit to the platform, and the platform does not endorse or guarantee the accuracy, completeness, or reliability of any user-generated content. The platform reserves the right to remove any user-generated content at any time and for any reason without notice.

## 7. Data Protection and Privacy

### 7.1. Collection and use of personal information

As part of our services, we collect and use personal information provided by users, such as their name, email address, and payment details. We use this information to facilitate transactions, comply with legal requirements, and improve our services. By using our platform, you consent to collecting and using your personal information as described in our Privacy Policy.

### 7.2. Data security measures

We take data security seriously and have implemented appropriate measures to protect personal information against unauthorized access, disclosure, alteration, and destruction. These measures include encryption, firewalls, and secure data storage. However, no system is 100% secure, and we cannot guarantee the absolute security of your personal information.

### 7.3. User rights and control over personal information

You have the right to access, modify, and delete your personal information and object to its processing for specific purposes. You can do so by contacting our customer support team or using our platform's relevant features. Please note that certain information may be necessary to provide our services and cannot be deleted upon request.

By using our platform, you agree to the terms and conditions outlined in this section and our Privacy Policy. If you disagree with these terms, please do not use our services. We reserve the right to update these terms and conditions occasionally, and any changes will be posted on our

platform. Your continued use of our services after such changes have been made constitutes your acceptance of the new terms and conditions.

## 8. Termination and Suspension

### 8.1. Grounds for termination or suspension of accounts

We reserve the right to terminate or suspend any user's account without prior notice for any reason, including but not limited to: (a) Violation of these Terms and Conditions, our Privacy Policy, or any other policy or agreement that may be incorporated by reference. (b) Misuse of our platform for illegal or fraudulent activities. (c) Any attempt to disrupt or interfere with our platform, servers, or users' experience. (d) Failure to provide accurate, complete, and up-to-date information when registering for an account. (e) Any other behavior or activity that we, at our sole discretion, consider inappropriate or harmful to our platform, users, or partners.

### 8.2. Consequences of termination or suspension

In case we terminate or suspend your account, you will lose access to our platform and any associated services immediately. We reserve the right to delete any data, content, or information associated with your account. We will not be liable for any loss or damages from such deletion. We may also take legal action to address any violation of these Terms and Conditions.

### 8.3. User's right to terminate their account

Users can terminate their account at any time by submitting a request through our platform or by contacting our customer support team. Upon termination of your account, you will lose access to our platform and any associated services. We will delete any data, content, or information associated with your account within a reasonable time frame. Please note that any fees or charges paid for our services are non-refundable, and you will not be entitled to any compensation or reimbursement upon termination of your account.

Using our platform, you agree to these Terms and Conditions, including the section on Termination and Suspension. Please read these terms carefully before using our platform, and if you have any questions or

concerns, do not hesitate to contact our customer support team for assistance.

## 9. Limitation of Liability

### 9.1. Disclaimer of warranties

Profi Group Systems provides its online platform for investment and speculative operations on exchanges on an "as is" basis. We make no warranties or representations, whether express or implied, including but not limited to the accuracy, completeness, reliability, suitability, availability, or timeliness of our platform's information, products, or services. You acknowledge and agree that your use of the platform is at your sole risk and that we shall not be liable for any loss or damage arising from your use of the platform.

### 9.2. Limitation of liability for damages

Profi Group Systems shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or in connection with your use of our platform or the inability to use it. This limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damages.

### 9.3. Indemnification by users

You agree to indemnify, defend, and hold harmless Profi Group Systems, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or in connection with your use of our platform or your breach of these Terms and Conditions. At our own expense, we reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In this event, you will cooperate with us in asserting any available defenses.

## 10. Dispute Resolution

### 10.1. Governing law and jurisdiction

These Terms and Conditions, and any dispute arising out of or in connection with them, shall be governed by and construed by the laws of

the jurisdiction in which Profi Group Systems is registered, without giving effect to any choice of law or conflict of law provisions.

## 10.2. Informal dispute resolution process

If you have any dispute or complaint regarding our services, please contact us at [support@profigroup.systems](mailto:support@profigroup.systems). We will do our best to resolve the dispute informally and promptly.

## 10.3. Arbitration and class action waiver

Any dispute or claim arising out of or in connection with these Terms and Conditions, including any disputes or claims relating to their breach, termination, or invalidity, shall be finally settled by arbitration by the rules of the arbitration institute designated by Profi Group Systems.

The parties to the arbitration shall each bear their costs, and the arbitrator's decision shall be final and binding on both parties. The arbitration shall be conducted in English, and the place of arbitration shall be the jurisdiction in which Profi Group Systems is registered.

By accepting these Terms and Conditions, you agree to waive any right to participate in a class action lawsuit or class-wide arbitration. You also agree that any claim against Profi Group Systems must be brought individually, not as part of a class action or representative proceeding.

Thank you for reading and accepting our Terms and Conditions. If you have any questions or concerns, please do not hesitate to contact us at [support@profigroup.systems](mailto:support@profigroup.systems).

## 11. Miscellaneous

### 11.1. Severability of provisions

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 11.2. Waiver of rights

Any failure by Profi Group Systems to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

### 11.3. Assignment and transfer

Profi Group Systems may assign or transfer its rights and obligations under these Terms and Conditions to any third party without prior notice to you. Without Profi Group Systems' prior written consent, you may not assign or transfer your rights and obligations under these Terms and Conditions.

### 11.4. Entire agreement

These Terms and Conditions, together with the Privacy Policy and any other applicable policies, constitute the entire agreement between you and Profi Group Systems regarding your use of the online platform and supersede all prior agreements and understandings, whether written or oral.

### 11.5. Contact information

If you have any questions or concerns regarding these Terms and Conditions, please contact Profi Group Systems - [support@profigroup.systems](mailto:support@profigroup.systems).