

USER AGREEMENT

This Agreement is a legally binding document between Top Trading Solutions Inc. (hereinafter – the “Company”, “we”, “us” or “our”) and you (hereinafter – the “User”, “you” or “your”). It governs the use by Users of the Jetsense software and related services available via the web interface on our website.

The Jetsense software is intended for trading cryptographic tokens (cryptocurrencies) and derivative instruments related to cryptocurrencies and their indices. The software is available through a web interface on our website and enables users to carry out trading operations. Transactions are executed between buyers and sellers on our platform but are processed by third-party exchanges with which our software is integrated. We do not act as a buyer or seller in these transactions and do not process or hold users’ assets or funds.

This Agreement describes the rights and obligations of the parties, the terms of use of the Software, limitations of liability and other important conditions. We strongly recommend that you read this Agreement before you start using our Software. Your use of our Software constitutes your consent to the terms of this Agreement.

1. Definitions

1.1. Services – all services provided by our Company through our website, including the Jetsense software (the “Software” or “PO”), as well as all of its features, components and related services, unless otherwise specified.

1.2. Sanctions List – any list of persons, organizations or countries subject to economic, trade or financial sanctions imposed by international organizations (for example, the UN), state authorities (for example, OFAC in the USA, the European Commission) or other relevant governmental bodies.

1.3. Politically Exposed Person (PEP) – a person who is or has been entrusted with a prominent public function (for example, heads of state or government, senior politicians, senior government, judicial or military officials, senior executives of state-owned enterprises, important political party officials). This term also includes their close family members and close business associates.

1.4. Checkbox – an interactive interface element that the user may tick or untick to confirm or refuse a certain action. In this Agreement it is used to confirm acceptance of the terms of use.

2. Subject of the Agreement

2.1. We grant you a non-exclusive, non-transferable, revocable licence to use the Jetsense software (the “Software”) for trading cryptocurrencies and derivative instruments related to cryptocurrencies or their indices. The Software is available via a web interface on our website.

2.2. The Jetsense Software is intended for trading cryptographic tokens (cryptocurrencies) and derivative instruments related to cryptocurrencies and their indices. The Software is available via a web interface on our website and enables users to carry out trading operations.

Transactions are executed between buyers and sellers on our platform; however, all transactions are processed by third-party exchanges with which our Software is integrated. We do not act as a buyer or seller in these transactions and do not process or hold users' assets or funds.

2.3. Hereinafter, the Jetsense Software is referred to as the "Services". Users may carry out trading operations and use all features and services offered by our platform.

2.4. We do not provide investment advice, brokerage services or asset management. Jetsense is solely a technological platform for analysis and execution of trading operations through integrated exchanges.

3. Product Description

3.1. The Jetsense Software (hereinafter, the "Software" or the "PO") includes the following trading and analytical features.

3.1. Trading functionality

3.1.1. A trading terminal that allows you to exchange one type of cryptocurrency for another type of cryptocurrency. The User cannot pre-determine the counterparty to a trade. Orders may be executed partially or in full by matching with several orders from different users.

3.1.2. API access to trading platforms. Users are able to trade on the platforms listed on the Company's website at <https://jetsense.io> via API keys.

3.1.3. Functionality for trading derivative products related to cryptocurrencies or indices. Trading is carried out through a matching-engine platform that automatically matches users' trades with open orders of other users. The User cannot pre-determine the counterparty to a trade.

3.1.4. Aggregation of orders into positions. For user convenience, when placing orders via the API on third-party exchanges, we combine orders into logical positions. A position represents a combination of various orders opened at different times, aggregated into a single logical construct. When a position is closed, all unfilled orders included in it are automatically cancelled. In the event of errors on the side of an exchange while working with a position, whether as a result of user actions or automatic operations, our system will attempt to close the entire current position size at the market price and cancel all related orders. If the attempt is successful, the position will be placed in the status "Excepted (Freezed)" and any actions with it will be blocked. If, due to unstable exchange performance, this action cannot be fully completed, some orders or volumes may remain in the position, and excess volume in the opposite direction may be accumulated.

3.2. Analytical functionality

3.2.1. Trader's Journal – a system for recording all executed trades on the market.

3.2.2. Statistical Analysis Service – a system for obtaining statistics on executed trades on the market.

3.2.3. Cluster Chart – a system for visualizing executed market orders and active limit orders.

3.2.4. Screener – a system for visualizing multiple charts on a single screen.

4. User Eligibility Requirements

4.1. By accessing and using the Services, you represent and warrant that you are a legally capable individual who has reached 18 years of age or the age of majority under the laws of your jurisdiction (whichever is higher), and that there are no other restrictions preventing you from accessing the Services.

4.2. By accessing and using the Services, you represent and warrant that your access to the Services has not previously been restricted or blocked for any reason.

4.3. By accessing and using the Services, you represent and warrant that you are not listed on the UN Security Council Sanctions List, the Specially Designated Nationals list maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or any sanctions list of natural or legal persons maintained by the U.S. Department of Commerce, and that you are not restricted or prohibited from participating in any kind of trade by the European Union.

4.4. We do not provide Services to residents of the jurisdictions listed in this clause of the Agreement. By accessing and using the Services, you represent and warrant that you are not a resident of the following jurisdictions: Zimbabwe, Canada, Malaysia, the Netherlands, Cuba, Crimea, Donetsk People's Republic (DPR), Lugansk People's Republic (LPR), as well as any territories of Ukraine outside the control of the Government of Ukraine, the Democratic People's Republic of Korea (DPRK), the Democratic Republic of Congo, Iran, Iraq, Singapore, the United States of America (USA), Sudan, Syria, South Sudan.

4.5. Note: The Company reserves the right to amend the list of prohibited jurisdictions. The current version is always published in this Agreement.

4.6. We do not accept Politically Exposed Persons (PEPs).

4.7. If you become a resident of a prohibited jurisdiction (clause 4.4) or a Politically Exposed Person (PEP, clause 4.6), you must immediately stop using the Services and close your account.

4.8. The content of this Agreement in no way replaces or supersedes the laws of the country or region to which the User belongs. If your personal law prohibits the use of the Services, you must not use our Services.

4.9. We offer our Services only to natural persons.

4.10. Our Services interact with external exchanges and providers. We do not control the availability of their services, technical limitations, geoblocking, sanctions filters, KYC/AML requirements or other regulatory rules.

4.11. If an exchange or provider limits or prohibits servicing a user for any reason (including territorial, sanctions, regulatory or technical restrictions), access through our service also becomes impossible, and we cannot influence such restrictions.

4.12. You understand and agree that our service is not intended and does not technically enable you to circumvent geographic, sanctions or other restrictions imposed by partner exchanges. We do not provide and are not obliged to provide access to exchange features if such exchange directly prohibits or restricts your access.

4.13. The User is solely responsible for studying and complying with the restrictions of exchanges, including Binance, Bybit and Hyperliquid.

4.14. Our own list of prohibited jurisdictions does not replace the lists and rules of the aforementioned exchanges and may differ from them.

4.15. We are not liable for an exchange's refusal to service a user, rejected transactions, trading suspensions, application of sanctions filters, KYC/AML requirements or any other restrictions imposed by partner exchanges.

5. Registration and Verification of the Account

5.1. To gain access to the Services, users must register on the website and provide accurate, current and complete information as requested in the registration form. The User undertakes to keep this information up to date throughout the entire period of using the Services.

5.2. We may request documents to verify identity and place of residence, such as an identity document and a utility bill. Verification may be carried out by third-party services.

5.3. Users agree to the transfer of their data to such third-party services for verification purposes. We are not responsible for the actions or privacy policies of these third-party services.

5.4. We reserve the right to verify users' personal data and to store the information provided for the entire period of the account's existence and for five years after its closure, in accordance with the requirements of Panamanian law and other applicable laws.

5.5. If necessary, or at the request of our partners, we may request re-verification of an account.

5.6. If a user provides inaccurate or incomplete information during registration, or if we have grounds to believe that the information is incorrect, we may block or delete the user's account and refuse access to the Services and their features.

5.7. Users agree to identity checks aimed at preventing financial crimes and enhancing security, in accordance with the applicable laws of Panama and other jurisdictions.

5.8. By registering an account, you confirm that you use the Services at your own responsibility and accept all risks associated with such use.

5.9. We reserve the right to refuse registration of a client's account without explanation. In this case, users cannot use our Services.

6. Acceptance of the Terms of Use (Acceptance)

6.1. When registering on our website to access our Services, users must confirm their consent to this User Agreement, as well as to the Privacy Policy and other related documents, by ticking the relevant checkboxes.

6.2. Ticking a checkbox constitutes full and unconditional acceptance of all the terms set out in this document and in the other referenced documents. The User confirms that they have read, understood and agreed to these terms.

6.3. By accepting the terms of this Agreement, users agree to receive notifications of changes and updates to these terms by email and undertake to check their email regularly. New terms will be posted on our website and users must review them. Continued use of the Services after receiving such notification constitutes acceptance of the new terms. Failure to check email does not relieve users from responsibility to comply with the updated terms. Notifications of changes will also be displayed on the website via pop-up windows.

7. Licence Rights and Restrictions

7.1. Users are granted a limited, non-exclusive, non-transferable and revocable licence to use our Software solely for personal or business purposes in accordance with the functional capabilities of the Software.

7.2. The licence does not grant users the right to resell, rent, lease or transfer the Software to third parties.

7.3. Users shall not:

7.3.1. Modify, alter, decompile, disassemble or reverse engineer the Software.

7.3.2. Copy, reproduce, distribute or create derivative works based on the Software.

7.3.3. Remove or modify any proprietary notices, labels or copyright legends contained in the Software.

7.3.4. Use the Software for any unlawful activity, including but not limited to fraud, money laundering and infringement of intellectual property rights.

7.3.5. Develop or distribute programs that interact with the Software without our prior written consent.

7.3.6. Attempt to bypass or overcome technical limitations built into the Software.

7.3.7. Use the Software to provide services to third parties without our explicit permission.

7.3.8. Export the Software or otherwise violate applicable export laws and regulations.

7.3.9. Use the Software to create, transmit or store malware, viruses or any other malicious code.

7.3.10. Use the Software to engage in aggressive or abusive behaviour, including stalking, threats, harassment or violations of others' privacy.

7.3.11. Use the Software to interfere with the normal operation of our servers, networks or infrastructure.

7.3.12. Attempt to gain unauthorized access to any parts of our Software or related systems.

7.3.13. Use the Software for automatic data collection (including but not limited to scraping, crawling or data mining) without our prior written consent.

7.3.14. Publish, transmit or otherwise make available via the Software any content that is false, misleading, illegal, harmful, obscene, defamatory or infringing the rights of third parties.

7.3.15. Use the Software to conduct transactions related to money laundering or in violation of laws in this area. Users must comply with all applicable laws and regulations aimed at preventing money laundering and terrorist financing.

7.3.16. Use the Software for any purposes that contradict the terms of this Agreement or any other policy published on our website.

8. Rights in the Software

8.1. All rights, title and interest in and to the Software, including all intellectual property rights, belong exclusively to our Company or our licensors. Users acquire no rights in the Software other than those expressly granted under this non-exclusive licence.

8.2. Any unauthorized use of the Software or violation of these terms may result in termination of the licence and legal consequences.

9. Security

9.1. Users must take all necessary measures to ensure the security of their account. Examples of such measures include:

9.1.1. Using strong and unique passwords.

9.1.2. Regularly updating passwords.

9.1.3. Enabling two-factor authentication (2FA).

9.1.4. Avoiding the use of the account on untrusted devices.

9.1.5. Installing and updating antivirus software.

9.2. You must not allow third parties to use or control your account.

9.3. You are responsible for the protection and safekeeping of all keys, certificates, passwords, access codes, user IDs, API keys and other credentials (collectively, the "Passwords") that have been provided to you or created in connection with your use of the Software.

9.4. If you lose your Passwords, you may lose access to your account. Upon detecting suspicious activity or unauthorized access, users must notify us immediately.

9.5. We are not liable for losses resulting from unauthorized use of credentials if the user did not promptly notify us of a security breach.

9.6. If you provide your Password information to third parties or third-party platforms, you understand and agree that:

9.6.1. These third parties or platforms will have access to information about your account, including data on your assets, transactions, trading authorizations and other information.

9.6.2. Your account will be exposed to certain risks and you may incur losses.

9.6.3. You are solely responsible for any losses or damage caused by your allowing third parties or platforms to use your Password information, as well as for any losses or damage caused by such third parties or platforms using the Password information of your account.

10. Password Recovery

10.1. In case of loss of a password, users may reset it using their registered email address.

10.2. Users must immediately notify us of any unauthorized transactions or security breaches.

11. Financial Operations and Account Balances

11.1. If users trading via exchanges connected to our Software wish to withdraw their funds, they must do so directly through the relevant exchange, following the procedures established by that exchange. We do not have access to their accounts and do not carry out any operations with their money.

12. Account Closure and Suspension

12.1. Users may close their account at any time.

12.2. When closing an account, users must close all open orders.

12.3. An account cannot be closed to avoid payment of fees or checks related to anti-money-laundering policy.

13. Account Freezing and Investigation

13.1. We have the right to freeze an account at any time if we suspect a breach of the terms of this Agreement, laws or regulations. We also have the right (but not the obligation) to freeze an account if it has not been used for more than 9 months.

13.2. Third-party exchanges may block user access and disable APIs, which will affect the ability to use Jetsense.

14. Termination of the Account

14.1. We have the right to terminate an account at any time and for any reason.

14.2. In cases of trading on third-party exchanges, users are solely responsible for resolving the withdrawal of funds with the relevant exchange. We do not have access to their accounts.

15. Fees and Changes to Payment Terms

15.1. Currently, the use of our Software is provided free of charge. We reserve the right at any time to introduce remuneration for the use of the Software. Changes take effect from the date a new version of the User Agreement is published on the website.

15.2. If users do not agree with the new terms, they must stop using the Software. If free functionality remains available, users may continue to use such free functionality.

16. Risk Warning

16.1. Trading cryptocurrencies and derivative financial instruments related to cryptocurrencies involves high risks. The User must be aware of the following:

16.1.1. Market volatility: Cryptocurrency prices may fluctuate significantly in short periods of time, which may lead to substantial losses.

16.1.2. Regulatory risks: Laws and regulations may change and affect the availability and value of cryptocurrencies.

16.1.3. Technical risks: Software, platforms and networks may be subject to failures, hacks and other security breaches.

16.1.4. Operational risks: Trading operations may be interrupted or delayed due to technical issues or changes in market conditions.

16.2. The User agrees to use our Software knowingly and at their own risk. It is recommended that you assess your financial capabilities and consult independent financial and legal professionals before starting to trade.

17. Limitation of Liability and Disclaimer of Warranties

17.1. Our Services, including the Software, updates and any extensions, are provided “as is” without any warranties. We make no representations or warranties regarding:

17.1.1. Non-infringement of third-party rights;

17.1.2. Merchantability;

17.1.3. Quality or fitness for a particular purpose;

17.1.4. Absence of errors or conformity with your expectations;

17.1.5. Compatibility of the Software with other hardware or software.

17.2. We are not liable for:

17.2.1. Any damage, downtime, loss of data or information, loss of business;

17.2.2. Any claims or expenses;

17.2.3. Indirect, consequential, incidental, special or punitive damages;

17.2.4. Loss of profit or revenue;

17.2.5. Losses caused by market volatility;

17.2.6. Changes in laws and regulations;

17.2.7. Technical failures, hacks or security breaches;

17.2.8. Errors, delays or interruptions in trading operations;

17.2.9. Errors or defects in the Software, even if we were aware of the possibility of such losses;

17.2.10. Acts or omissions of third parties, including exchanges and other platforms.

17.3. Our trading terminal allows the user to trade cryptocurrencies via connected exchanges, including Binance, Bybit and Hyperliquid. We are not responsible for the acts or omissions of third-party exchanges. The User acknowledges that third-party exchanges may have their own rules, terms and risks. We do not control the actions of such exchanges and are not liable for losses caused by their acts or omissions. The User bears full responsibility for compliance with the rules and terms of third-party exchanges.

17.4. Neither we nor our affiliates, employees or agents own or manage users' assets. Our Software and services do not execute orders to buy or sell assets and do not conclude contracts. All operations with users' assets are carried out exclusively by the relevant crypto exchange or other platform.

17.5. The User is responsible for reviewing the history of their orders. Any order is deemed authorized, correct and confirmed by the User. The User must notify us of any erroneous or unauthorized orders as soon as possible, but no later than two (2) business days from the date of the transaction.

17.6. Our Software is provided on an "as is" basis, which means that it may contain errors, failures and defects for which we are not liable. The User accepts the Software with possible shortcomings and agrees to use it at their own risk. We provide no warranties as to the performance, reliability, accuracy or completeness of the Software. We do not warrant that the Software will meet the User's requirements, operate uninterrupted or error-free, or that all errors will be fixed.

17.7. Users must understand that use of our Software may involve risks, including technical failures, errors and interruptions. We are not liable for such failures but will make reasonable efforts to remedy them.

17.8. In case of errors on the side of an exchange or our Software, our systems will attempt to close all related orders and positions. Under conditions of unstable operation of an exchange or the Software, this action may fail, which may result in the preservation of orders or volumes in a position. Users agree that we are not liable for losses caused by these technical limitations and errors.

17.9. If access to our Services is provided free of charge, our aggregate liability to you for any losses or claims shall not exceed USD 500.

17.10. We are not liable for damage or interruptions caused by malware or attacks such as phishing or spoofing. We recommend using reliable antivirus software and exercising caution with messages that allegedly come from us.

17.11. We are not liable for failure or delay in performing our obligations under this Agreement in the event of force majeure, including but not limited to natural disasters, war, civil unrest, acts of government, fires, floods, strikes or other unforeseen events beyond our control.

17.12. We do not accept, hold or release fiat currencies. Any fiat value displayed in your account does not mean that we manage fiat funds or provide banking services.

18. Prohibited Activities

18.1. Users may not use accounts registered to other individuals.

18.2. Users must use the Website and the Services only for lawful purposes, without harming our Company or impairing the availability of the Website and the Services.

18.3. It is prohibited to use the Website and the Services for unlawful activities or to conduct commercial activities without our Company's permission.

18.4. Users must not use the Services to manipulate the market.

18.5. Users must compensate our Company for losses incurred as a result of violations of the terms of this Agreement, improper use of the Website or the Services, or violations of laws and regulations.

18.6. Users warrant that they will not take actions that may negatively affect our Company, its reputation or financial condition.

18.7. Users must comply with all applicable laws and regulations, not violate the lawful rights of third parties and not engage in unfair competition.

18.8. Users undertake not to use the Services for:

18.8.1. Modifying, altering, decompiling, disassembling or reverse engineering the Software.

- 18.8.2. Copying, reproducing, distributing or creating derivative works based on the Software.
- 18.8.3. Removing or modifying any proprietary notices, labels or copyright legends contained in the Software.
- 18.8.4. Using the Services for illegal activities, including but not limited to fraud, money laundering and infringement of intellectual property rights.
- 18.8.5. Developing or distributing programs that interact with the Software without our prior written permission.
- 18.8.6. Attempting to bypass or overcome technical limitations built into the Software.
- 18.8.7. Using the Services to provide services to third parties without our explicit permission.
- 18.8.8. Exporting the Software or otherwise violating applicable export laws and regulations.
- 18.8.9. Using the Services to create, transmit or store malware, viruses or any other malicious code.
- 18.8.10. Using the Services to engage in aggressive or offensive actions, including harassment, threats, bullying or violations of others' privacy.
- 18.8.11. Using the Services to interfere with the normal operation of our servers, networks or infrastructure.
- 18.8.12. Attempting to gain unauthorized access to any parts of our Services or related systems.
- 18.8.13. Using the Services for automatic data collection (including but not limited to scraping, crawling or data mining) without our prior written consent.
- 18.8.14. Publishing, transmitting or otherwise making available via the Services any content that is false, misleading, illegal, harmful, obscene, defamatory or infringing the rights of third parties.
- 18.8.15. Conducting transactions related to money laundering or in violation of laws in this area. Users must comply with all applicable laws and regulations aimed at preventing money laundering and terrorist financing.
- 18.8.16. Using the Services for any purposes that contradict the terms of this Agreement or any other policy published on our website.

19. User Representations and Warranties

19.1. The User hereby represents and warrants that:

19.1.1. All information provided by the User is true, accurate, complete and up to date. The Company uses this information to determine the User's eligibility to access the Software and use its features.

19.1.2. The User makes decisions independently, based on their own assessment of financial capabilities, risk tolerance and personal objectives.

19.1.3. The User has all necessary authority to access and use the Software and its features and to perform their obligations under this Agreement.

19.1.4. All necessary permissions and consents for the use of the Software and its features have been obtained and remain valid.

19.1.5. This Agreement and any related agreements are lawful and binding on the User.

19.1.6. Use of the Software and its features does not violate any applicable laws or obligations to third parties.

19.1.7. The User meets all requirements set out in the section “User Eligibility Requirements”, including age restrictions, absence of sanctions and status as a natural person (and not a legal entity).

19.1.8. The User does not engage in fraud, money laundering or any other illegal activity and does not use the Software or its features for such purposes.

19.1.9. The User has no conflicts of interest that could affect the performance of their obligations under this Agreement.

19.1.10. The User undertakes to take measures to ensure the security of their credentials and information used to access the Software and its features.

19.1.11. The User undertakes to comply with all tax obligations related to the use of the Software and its features and to pay all taxes that may arise as a result of using these services.

20. Independence of User Actions

20.1. Users understand and agree that:

20.1.1. Independence of users. Users act independently and make all decisions regarding the use of our Services and the trading of digital assets on their own. We do not control or manage users’ actions and are not responsible for their trading decisions.

20.1.2. No advice or recommendations. We do not provide users with financial, investment, legal or tax advice. All information we provide is for informational purposes only and should not be considered a recommendation or guidance for action.

20.1.3. Disclaimer. We are not liable for losses incurred by users as a result of their independent decisions and actions, including but not limited to losses from trading digital assets. Users bear full responsibility for their actions and the results of such actions when using our Services.

20.1.4. Use of Services at one’s own risk. Users acknowledge that use of our Services is associated with risks and accept full responsibility for all risks associated with their actions. We do not guarantee profit and are not responsible for any possible losses related to the use of our Services.

21. User Responsibility

21.1. Users must comply with all applicable laws and regulations, including but not limited to:

21.1.1. Laws on anti-money-laundering and counter-terrorist financing;

21.1.2. Tax legislation;

21.1.3. Other laws and regulations that may apply to the use of our Services and cryptocurrency trading.

21.2. Users are fully responsible for calculating and paying all taxes that may be related to their activities on our website. This includes, but is not limited to, income tax, capital gains tax and other taxes established by the tax authorities of their jurisdiction.

21.3. Users are responsible for their actions and undertake not to use our Services for any illegal, fraudulent or unauthorized purposes. In case of violation of these obligations, users may be held liable in accordance with applicable laws.

21.4. Users must take all necessary measures to ensure the security of their account, including:

21.4.1. Using strong and unique passwords;

21.4.2. Regularly updating passwords;

21.4.3. Enabling two-factor authentication (2FA);

21.4.4. Avoiding the use of the account on untrusted devices;

21.4.5. Installing and updating antivirus software.

21.5. Obligation to report suspicious activity. Users must immediately notify us of any suspicious actions or security breaches related to their account.

22. Modification, Suspension and Termination of Services

22.1. We reserve the right, at our discretion, to cancel or terminate the provision of the Services to you, temporarily or permanently, without prior notice, in the following cases:

22.1.1. If the personal information you have provided proves to be inaccurate or outdated and you fail to provide acceptable evidence within a reasonable time;

22.1.2. In case you violate applicable laws and regulations or the terms of this Agreement, including but not limited to:

a) Legislation on anti-money-laundering and counter-terrorist financing;

b) Participation in fraudulent or illegal activities;

c) Violation of the rules for using our platform and trading.

22.1.3. If this is required under the law or at the request of competent governmental authorities;

22.1.4. If we have grounds to believe, based on information from reliable sources, that your funds are connected with money laundering or other criminal activity;

22.1.5. In case measures must be taken to ensure security or due to other urgent circumstances.

22.2. We reserve the right to stop providing Services to you at any time, with or without prior notice.

22.3. Jetsense is not responsible for freezing of assets on third-party exchanges, as we do not have access to accounts on such exchanges. If accounts on third-party exchanges are frozen, users will no longer be able to trade through our Software, as it requires access to the exchange.

22.4. You acknowledge and agree that our decision to suspend or terminate the provision of Services to you may be based on confidential criteria important for our risk management and security protocols. We are not obliged to disclose to you the details of our risk management and security protocols.

22.5. Users undertake to indemnify and hold us harmless from any claims, suits, actions, demands, disputes, allegations or investigations initiated by any third parties, governmental authorities or industry associations, as well as from all claims, liabilities, losses (actual and consequential), costs and expenses, including, without limitation, all interest, penalties, court and other reasonable attorneys' fees and other professional costs and expenses (the "Losses"), arising out of or in connection with:

22.5.1. Your access to or use of your Jetsense Account and/or our Services;

22.5.2. Your breach or alleged breach of these Terms or any other terms and conditions incorporated into these Terms;

22.5.3. Your breach of any applicable law;

22.5.4. Your infringement of any third-party rights.

23. Governing Law and Dispute Resolution

23.1. This Agreement, your use of the Software, and any claims, counterclaims or disputes of any kind or nature, directly or indirectly arising out of the terms of this Agreement, shall be governed by and construed in accordance with the laws of the Republic of Panama.

23.2. In case of any claims or questions regarding the use of our Software, website, their components or any related services and features, you must first contact our support service. We seek to resolve your issues without resorting to formal legal procedures. If your issue is not satisfactorily resolved at the first stage, we will assign a unique number to your claim.

This will trigger an internal dispute-resolution procedure, and we will aim to resolve the dispute within 90 calendar days. Both parties agree to negotiate in good faith to resolve the dispute, and such negotiations shall remain confidential.

23.3. If it is impossible to resolve the dispute through negotiations, all disputes, disagreements or claims arising out of or in connection with this Agreement shall be resolved by arbitration at the Singapore International Arbitration Centre (SIAC) in accordance with its rules. The arbitral award shall be final and binding upon the parties.

23.4. The number of arbitrators shall be one. The language of the arbitration shall be English.

23.5. Neither party shall disclose information relating to the arbitration to third parties, except where necessary for the conduct of the arbitration. In particular, information may be disclosed to lawyers, experts, witnesses, auditors, insurers and other professionals who are obliged to maintain the confidentiality of such information in the course of their professional activities.

23.6. Information may also be disclosed in the following cases:

23.6.1. Where disclosure is required by law;

23.6.2. Where disclosure is required by a court decision;

23.6.3. Where disclosure is necessary for enforcement of the arbitral award;

23.6.4. Where the information is already public, except where it became public as a result of a party's breach of confidentiality. A breach of confidentiality does not release the party from the obligation not to disseminate the information further and does not relieve it of liability for such dissemination.

23.7. The User agrees that all confidentiality provisions set out in this Agreement shall remain in force after the termination of this Agreement, regardless of the reason for its termination, including termination, expiry or any other grounds.

23.8. The parties agree that the limitation period for all claims arising out of this Agreement shall be one year from the date the party knew or should have known of the infringement of its rights. If applicable law does not allow the limitation period to be shortened to one year, the limitation period is reduced to the minimum period permitted by applicable law. By accepting this Agreement, the User confirms their consent to this shortened limitation period.

23.9. Any losses that are part of a claim not initiated through formal legal action within one calendar year from the start of the circumstances giving rise to the claim shall not be recoverable.

23.10. If the Company initiates arbitration against you, notice will be sent to the email or postal address you have provided. You agree that any notice sent to this address shall be deemed valid for all purposes, including determining proper notice. You must ensure that your email and/or postal address provided during registration are current and accurate. If your contact details prove to be incorrect or outdated, the notice shall be deemed properly delivered and sent to correct addresses.

23.11. If a User initiates arbitration against the Company, they must send written notice of their intention to initiate arbitration in accordance with the rules of the Singapore

International Arbitration Centre (SIAC) to the email or postal address specified by the Company.

23.12. The parties agree that any arbitration proceedings shall be conducted on an individual basis only. This means that you may not consolidate your claims with those of other persons or consider them together. You also waive the right to file or participate in legal proceedings on behalf of a group of persons or other individuals. Consolidation of several individual arbitration cases into one is possible only with our consent.

24. Miscellaneous

24.1. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, this shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement. The remaining provisions shall continue in full force and effect.

24.2. The headings and numbering of sections, clauses and sub-clauses in this Agreement are provided for convenience only and shall not affect the meaning, priority or interpretation of any provision of this Agreement.

24.3. This Agreement is drafted in English but may be translated into other languages. In case of discrepancies between the English version and a translation, the English version shall prevail.

24.4. All notices from users to us must be sent to the specified email addresses and must be verifiable. We must be able to reliably identify the sender of a notice for it to be considered valid.

24.5. The User may not assign or otherwise dispose of their rights and obligations under this Agreement without our prior written consent. The Company may assign its rights and obligations under this Agreement without obtaining the User's prior consent.

24.6. This Agreement constitutes the entire agreement and supersedes all prior oral and written arrangements between the parties with respect to its subject matter.