



Terms and Conditions

Demo Stryk Account



Terms and Conditions - Demo Stryk Account

In these terms and conditions (the "Terms"), the following definitions apply:

"BUX", "Bux," "we," "us" and "our" all refer to BUX Europe Ltd, BUX Financial Services B.V. and or BUX Technology B.V.;

Personal Data means for example your surname, your first name your birthday date, your address;

"Service" or "Services" means the Demo Stryk Account services provided by BUX through the Site, including any new features and applications, subject to the following Terms, as amended from time to time;

"Site" or "Sites" means www.strykapp.com and the Demo Stryk Account application, which can be downloaded from the Apple iTunes app store or the Google Play Store app;

"user", "you" or "your" refers to the person accepting these Terms, the user of our Service and Site and are.

We reserve the right, at our sole discretion, to change or modify these Terms at any time without further notice. Any such change or modification shall be effective immediately and you should regularly visit the Sites to review the current Terms, so you are aware of any revision to which you are bound. We will post changes to these Terms on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms and to review such changes.

These Terms are solely applicable to the Services provided by BUX through the Site (Demo Stryk Account) and therefore not to any other service provided by BUX through the Site (including Stryk Live Account) or any other website or mobile application. In addition, when using certain services, you may be subject to additional or different terms and conditions applicable to such services on the Site from time to time, including, without limitation, the Privacy Notice located at www.strykapp.com. All such terms are hereby incorporated by reference into these Terms.

PLEASE, READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

1. Use of Site and Service

BUX grants the user a license for using the Service subject to the provisions of these Terms. The license is effective until terminated. By installing or using the Service via our Site, you agree to the Terms and agree to be bound by them. You agree that you will accept these Terms and electronically which may include, without limitation clicking on an 'Agree' or similar button or checking a box that is next to or near a link to these Terms and our Privacy Notice.

2. Description of Service

The Service provides a financial markets trading simulation. No actual securities or other financial instruments are purchased, sold or traded as part of the simulation. All information is provided for educational, recreational and entertainment purposes only, and is not intended as investment advice in its broadest sense.

3. No Investment Advice

BUX is not a registered investment adviser, broker-dealer, or tax advisor. The Service provides interactive features and general financial information brokerage. These features and this information are intended to inform and educate broad segments of the public and should not be considered as investment advice. The information given by us is not meant to tell or suggest which securities customers should buy or sell. Neither does BUX make a recommendation that any portfolio of securities, transaction or investment strategy is suitable or advisable for you or for any specific person and BUX makes no recommendation that an investment in such securities will be profitable. No part of the Service should be interpreted as an offer to sell, a solicitation of an offer to buy or a recommendation or indication for any security or investment by BUX or any third party. The methods, techniques or indicators and other data or information presented in the Service should not be presumed to be profitable in any way.

BUX, the authors, the publisher, and all affiliates of BUX therefore assume no responsibility or liability for your actual trading and investment results in any way. Only you are completely responsible for determining whether any security or strategy, investment or any other product or service, is suitable for you based on your investment objectives and financial and personal situation. You acknowledge that there is a high degree of risk involved in actually trading securities. To determine the suitability of any investment and in addition to seeking professional investment advice you should always check with an attorney or licensed financial advisor and tax professional regarding your specific legal or tax situation.

4. Third Party Material

The Service may include, display or make available data, content, information, applications or materials from third parties or provide links to certain third-party websites of third-party applications. Under no circumstances BUX will be liable or responsible to you or any other person in any way for any content uploaded by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content uploaded or emailed via our Service. You agree to accept the fact that BUX does not pre-screen content and is not responsible for examining or evaluating accuracy, timeliness, validity, copyright compliance, legality, quality, decency or any other aspect of such third party materials and acknowledge that BUX may review and edit or delete any content, messages, photos or profiles that in the sole judgment of BUX violate this agreement or which may be illegal, offensive or violate the rights, threaten or harm the safety of any BUX participants. You agree that you must evaluate and bear all risks associated with the use of any content. BUX welcomes links from other websites to our Site, but we do not operate, control, or endorse linking sites in no way and we reserve the right to disallow any such link at any time in our sole discretion. You accept that if you decide to visit such third-party links, you do so at your own initiative and risk. Third party materials are provided solely as a convenience to you. Information in the application may be licensed from third parties and all such information and propriety rights related to such third-party information belongs to the respective third parties.

You must retain all copyright, trademarks, service marks and other proprietary notices contained in the Service or on the Site. You are not allowed to remove any copyright, trademark or other intellectual property or propriety notice, or legend contained in the Service or on the Site. By posting, submitting, or displaying any materials including but not limited to commentary, opinions, and blogs, on or through the Site, you accept that you grant to us a worldwide, transferable, royalty-free, perpetual, irrevocable right to copy, publicly perform and display such materials. You may not copy, publish, transmit, distribute, perform, display or sell any information of the Service or the Site, except for the information which is in the public domain or for information which you have been given written permission.

5. Registration obligations and restrictions on use of Service

By entering a battle, you agree that BUX may disclose your Stryk nickname and state this during the course of, or after the battle. This may be either on the Site or through email notification, at the discretion of BUX, except where it is prohibited by law. By finishing a registration, you hereby accept that any and all information that you have provided us in the registration process is current, truthful, complete and true. BUX reserves the right to disqualify its users from the contest to the extent that any such information is not current, truthful, complete, or true. The registration data and certain other information about you are governed by our Privacy Notice.

The list following is a non-exhaustive list of content and activities that are prohibited or illegal on the Site and while using the Service. BUX reserves the right to investigate and to take appropriate legal actions in its sole discretion against the user who violates this provision, including without limitation, removal of the offending content from the Service and/or Site and terminating the license and the registration of each violator.

A non-limited list of prohibited content and activities:

- To use any Personal Data in your user name;
- Content that is patently offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual
- Transmitting "junk mail", "chain letters," or unsolicited mass mailing or "spamming".
- Giving children under the age of 18 access to the application. You will monitor the use of the application so that it may not be used by minors. You will be responsible for any use of your payment instruments in the application by minors.
- Downloading or using the application if you are under the age of 18 regardless of any age rating that is given to the application by any third party.
- Promoting information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous.
- Creating restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).
- Providing material that exploits people under the age of 18 in a sexual or violent manner or solicits personal information from anyone under 18.
- Soliciting passwords or personal identifying information for commercial or unlawful purposes from other users.
- Modifying, adapting, translating, or reverse engineering any portion of the Service and/or Site.
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Service and/or Site.
- Using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service and/or Site.
- Reformatting or framing any portion of the web pages that are part of the Service and/or Site.
- Creating user accounts by automated means or under false or fraudulent pretenses.
- Submitting materials that falsely express or imply that such materials are sponsored or endorsed by BUX.
- Submitting materials that infringe misappropriate or violate the intellectual property, publicity, privacy, or other proprietary rights of any party.
- Transmitting any viruses, worms, defects, Trojan horses, or other items of a destructive nature.
- Submitting materials that are unlawful or promote or encourage illegal activity.
- Using the application for non-personal and commercial purposes
- Using the application illegal purposes, this means that you will not use the application to violate any applicable law, rule or regulation directly or indirectly or use the application in any manner that would promote, aid or abet the violation of any applicable law, rule or regulation.
- Transferring, trading, or selling the Service to anyone without written permission from BUX.
- Making available information that infringes any intellectual property or privacy rights of any other person or entity through the application.
- Using or accessing a Service that has been transferred, sold or traded from another application user without written permission from BUX, except as permitted by these Terms.

Although BUX prohibits such conduct and content on its Site, each user understands and agrees that it nonetheless may be exposed to such materials and that it is using the Service at its own risk.

Each user must use the Site and the Service in a manner consistent with these Terms and any and all applicable laws and regulations. It is not allowed to engage in advertising to, or solicitation of, any user to buy or to sell any products of services through the Service and/or the Site. BUX cannot monitor the conduct

of its users, but it is also a violation of these rules to use any information obtained from the Service or the Site to abuse, harass, or harm another person or to contact, solicit, advertise or sell to any user without their explicit approval. BUX therefore reserves the right to restrict the number of messages which a user may send to other users in any 24-hour period to a number which BUX assumes to be appropriate in its sole discretion. This is in order to protect our users from advertising or solicitation. Our Service is meant to be used for your personal, non-commercial use only. Businesses, organizations, or other legal entities are therefore not allowed to use the Service. You may not use the Service for any unauthorized or illegal purpose. You agree to comply with all relevant legislation of the country you are residing, including legislation regarding online conduct. This includes all laws regulating the export of data from the Netherlands (where BUX has its corporate seat) or your country of residence. Every data, text, information, graphics, profiles, photos, audio, data, video clips, links, and other content that you submit, post and display on the Service and/or the Site is your own responsibility. BUX reserves the right, without an obligation to do so, to remove materials that, in its sole opinion, is unlawful, fraudulent, libelous, defamatory, obscene or in any other way objectionable or infringes or violates any party's intellectual property or other proprietary rights or these Terms of Service.

6. Modifications to Service

BUX reserves the right to discontinue, alter the appearance of, or modify, temporarily or permanently, the Service, or any part thereof, with or without notice. You hereby agree that BUX will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. BUX advises all its users to consult the Site on a regular basis to determine if there have been changes to the Service and review such changes.

7. Limitations of information provided

All content information provided by the Service (including, but not limited to, information regarding companies, stocks, securities, portfolio, rates and quotes) are fictive and for educational and recreational purposes only. None of such content information should be considered as true, accurate or complete, and therefore should not be relied upon for making any decision regarding actual trading securities. BUX explicitly does not guarantee the accuracy, or the completeness of information, facts, opinions, forecasts, results and other related information transmitted to or published on the Site and/or the Service. BUX reserves the right to delete content in its sole and absolute discretion. However, we do not commit to review any such information before or after it is posted, and we do not guarantee that we will review these in response to a request for such. If you believe that any information available through the Service contains any misappropriated content, or is in violation of any law, rule or regulation, we would like you to inform us about it.

8. Accessibility of the Site and Service

BUX is not liable for any delay or failure of the Site and/or the Service or the battle to perform. We do not guarantee that users will be able to access the Site and/or the Service whenever and wherever desired. Heavy traffic on the Site or on the Service may affect your access to the Service and/or the Site. BUX shall make reasonable efforts to offer the user an uninterrupted access to the Site and the Service. However, BUX can at all times temporarily place (certain parts of) the Site and/or Service out of use to remove any failures or to conduct maintenance. In such cases, BUX will inform the user by placing information in this context on the Site.

9. Preservation and disclosure of content

BUX reserves the right to preserve content and may also disclose content if required to do so by law or in the belief that such preservation or disclosure is reasonably necessary to a) comply with legal process, applicable laws or government requests, b) enforce these Terms, c) respond to claims that any content violates the rights of third parties or d), to protect the property, personal safety or rights of BUX, its users and the public. You acknowledge that the technical processing and transmission of the Service and your content may involve a) transmissions over various networks; and b) changes to adapt and conform to technical requirements of connecting networks or devices.

10. Copyright Complaints

BUX respects the intellectual property of others and expects those that use the application and/or visit or use our Site to do the same. If you believe that your work has been copied in any manner that constitutes

copyright infringement, or that your intellectual property rights have been violated in any other way, you should notify BUX of your infringement claim or violation claim via email: support.eu@strykapp.com.

Your email must contain the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or other intellectual property interest
- A description of the copyrighted work or other intellectual property that you claim has been infringed, including a copy of the copyrighted work or a full and detailed description of where the copyrighted work may be found.
- Your name, address, telephone number, and your email address.
- A statement by you that you have a good faith belief that the disputed use of the material at concern is not authorized by the copyright owner, the agent of the copyright owner or the law
- A statement by you, made under the penalty of perjury, that the above information in your notification is accurate and a statement that you are the copyright or intellectual property owner of the material allegedly infringed or that you are authorized to act on the copyright owner's behalf.

BUX will process and investigate notices of alleged infringement and will take appropriate and necessary actions under applicable intellectual property laws with respect to any alleged or actual infringement.

11. Social Networking Services

You may log in to the Service via various online third parties. For example, social media and social networking services like Facebook. By logging in or directly integrating these social networking services into the Service, we are able to enrich and personalize your online experiences. To take advantage of this feature and capabilities, BUX may ask you to authenticate, register for or log into the third-party services on the websites of their respective providers. The social networking services will provide us with access to certain information that you have provided to such services, and you hereby expressly agree that we will use, store and disclose such information in accordance with our Privacy Notice. BUX will never post any information without your permission.

For more information about the use, storage and disclosure of information related to you and your use of such services within BUX please see our Privacy Notice on our Site. BUX would like to remind you the manner in which these social networking services use, store and disclose your information. This information is governed solely by the policies of such third parties and BUX shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

Additionally, BUX is not responsible or liable for the accuracy, availability or reliability of any information, content, goods, opinions, advice, statements, or data made available in connection with those social networking services. In case of damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such social networking services, BUX is not liable. BUX enables these features merely as a convenience. This means that we do not recommend or endorse the integration or inclusion of such features.

12. Indemnity and Release

You agree to indemnify, release and hold BUX harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury arising out of relating to this agreement, your use of the Service and/or the Site, any user content, your connection to the Service, your violation of these Terms or your violation of any rights of BUX or any third party, including but not limited to an infringement of third parties, worldwide intellectual property rights or negligent or wrongful conduct, either by you or any other person accessing the Site or using the Service, using your user name and password. This release, indemnification and holding harmless of BUX also applies to BUX its affiliates and their officers, employees, directors and agents. Users of the Service assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Service and/or the acceptance and/or use of any prize, and release BUX and its parents, subsidiaries, affiliates, agents and assigns, advertising and promotional agencies and their respective officers, directors, employees from any such liability. The released parties assume no responsibility for any injury or damage to participants or to any other person's computer relating to or resulting from use of the application. BUX reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law in case of any attempt by a user of the Service or any other individual to deliberately damage any online service or website or undermine the legitimate operation of the Service or the Site.

13. Disclaimer of Warranties

The Service is provided to you “as is” and “as available”, with all faults, without warranty of any kind, without performance assurances or guarantees of any kind. Your use is at your sole risk. The entire risk of satisfactory quality and performance stays with you. BUX and its licensors make no warranty that the Service will:

- Meet your requirements or that the Service will be uninterrupted, timely secure or error-free.
- Be accurate or reliable concerning the results that may be obtained from the use of the Service.
- Meet your expectations concerning the quality of any products from the Service, the Service itself, information or other material obtained through the Service.
- Interoperate or be compatible with any other application or equipment
- Correct the errors in the Service.
- Be available for reinstalls to the same or multiple devices or equipment

BUX and its licensors do not disclaim and do not make any and all express, implied or (statutory) warranties, including warranties of condition implied by you, merchantability, satisfactory quality, fitness for a particular purpose, warranties arising from a course of dealing, usage or trade practice and non-infringement of third-party rights. BUX does not warrant against interference with your satisfaction of the Service. No written or oral advice provided by BUX or any authorized represent shall create a warranty. Some or all of the above-mentioned exclusions of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer may not apply to you as some jurisdictions do not allow the exclusions or limitations.

14. Limitation of Liability

You expressly acknowledge, understand and agree that BUX will not be liable for any direct or indirect, special, incidental, consequential, exemplary or punitive damages or damages for loss of profits including, but not limited to, damages for loss of goodwill, use, data or other intangible losses, whether arising in tort, including negligence, contract, strict liability or otherwise, whether or not BUX has been advised of the possibility of such damages from any causes of action related to or arising from or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, non-accessibility of the Service and/or the Site, any system failure or any other technical failures, except in case of gross negligence or willful misconduct of BUX. Furthermore, BUX will not be liable for any damages resulting from the use or the inability to use the Service, unauthorized access to or alteration of your transmissions or data, the cost of procurement of substitute goods and services coming forth of any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or from the Service and/or Site. BUX will also not be liable for statements or conduct of any third party on the Service, or any other matter relating to the Service.

In no event shall BUX's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Service and/or any premium features. Some or all of the above limitations may not apply to you, as some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as death, personal injury, fraudulent misrepresentations or certain intentional or negligent acts, violation of specific statutes. If you do not agree or if you are dissatisfied with any section of the Service or with these Terms, your sole and exclusive remedy is to discontinue use of the Service.

15. Termination

If you fail to comply with any of the Terms, your license will terminate immediately and automatically without any notice from us. BUX, in its sole discretion and for any reason, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service. This includes, but is not limited to, the lack of use or if BUX believes that you have violated or acted inconsistently with the letter or spirit of these Terms. If BUX suspects fraudulent, abusive, or illegal activities that may be grounds for terminations of your use of the Service, these actions may be referred to appropriate law enforcement authorities. BUX may also, in its sole discretion, discontinue providing the Service, or any part thereof, with or without notice and at any time. You acknowledge and agree that any termination of this license and/or your access to the Service under any provision of these Terms may be effected without prior notice by BUX. You also acknowledge and agree that BUX may immediately deactivate or delete your account and all related information and files in your account and/or block any further access to such files or the Service. BUX will not be liable to you or any other third party for any termination of the license and the access to the Service.

16. User Disputes

You acknowledge and agree that you are solely responsible for your interactions with any other user of the Site and/or the Service. BUX will have no liability or responsibility with respect thereto. BUX reserves the right to become involved in any way with disputes between you and any other user of the Site and/or the Service. However, BUX has no obligation to become involved in such manners.

17. Your Privacy

BUX respects the privacy of its users. By using the Site and/or the Service, you consent to our collection and use of personal data as outlined therein. You agree that any information transmitted by you to the Site in connection with the Service is not confidential and acknowledge that you have no expectation of privacy with respect to such information, subject to the terms of our Privacy Notice.

18. Electronic Communications

By registering, you agree to receive on-topic updates in the form of emails throughout using the Service. By registering with us, you also agree to conduct business with us electronically and via the Internet and receive all required notices and disclosures in electronic format, including but not limited to email messages to an authorized email address that you have provided us. These emails may contain the required notices or disclosures or may alert you to the availability of such notices or disclosures on our Site. BUX also reserves the right to effect delivery of notices or disclosures by posting to our site without any email transmission, to the extent permitted by applicable law. If, at any time, you would like to withdraw your consent to the receipt of electronic communications, you must notify our customer service at: support.eu@strykapp.com.

We reserve the right to regard such withdrawal as a termination of your license, your registration and of the use in any then current or future use of the Service.

As a user of the application, you may request paper copies of any electronic notice or disclosure we provide. However, BUX reserves the right to refuse or to assess a service charge to respond such a request, at our sole discretion and to the extent permitted by applicable law. If you would like to change the email address you have provided us, you must notify our customer service via email at support.eu@strykapp.com.

19. General

If it appears that compliance with any of these Terms is not possible, this shall not affect the validity of the remaining provisions. BUX may, under these Terms, defer the validity of its rights but without loss thereof. BUX may allow others to execute its obligations or allocate these Terms and related notices and instructions to others without providing notification thereof.

Use of the Site and/or the Service is subject solely and exclusively to the laws of the Netherlands. The applicability of any other legal system is expressly rejected. Any disputes shall in the first instance be dealt exclusively by the competent court in Amsterdam.