

Terms and conditions for Gekko Plus

The service “Gekko Plus” is offered over the internet in the form of Software-as-a-Service by the company Van Rossum Global Industries. The use of Gekko Plus is subject to the below terms and conditions. Using Gekko Plus constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Van Rossum Global Industries.

Contact details:

<https://GekkoPlus.com>

Jurriaan Kokstraat 27

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The Netherlands

Article 1. Use of the service

1.1. Gekko Plus is offered to you for personal and private purposes. To use Gekko Plus, you first need to register. After completing registration, you can directly log into your account and use the service.

1.2. You must secure access to your account using the username and password in combination with 2FA (“two-factor-authentication”) against third parties. In particular you must keep the password strictly confidential. Van Rossum Global Industries may assume that all actions undertaken from your account after logging in with your username and password are authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Van Rossum Global Industries that someone else knows your password in combination with 2FA and Van Rossum Global Industries has resolved it. In the related EULA you find market standard operational measures Gekko Plus has taken regarding your and our security. You agree and hold harmless Van Rossum Global Industries from all claims arising from security liabilities regarding account access beyond the market-standard.

1.3. Gekko Plus processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement (GDPR) of Van Rossum Global Industries for more information.

1.4. Consult the related EULA for a description of the functionality of Gekko Plus and the way we communicate. In the EULA you’ll also find some operational details regarding security, fair use and also functional details of the related open source software Open Gekko and use of Gekko Plus premium strategies.

1.5. Open Gekko can be found at <https://github.com/askmike/gekko> and has a MIT license you can find at <https://github.com/askmike/gekko/blob/develop/LICENSE>. PLEASE NOTE: Open Gekko is related, but not part of Gekko Plus. Open Gekko is provided "AS IS", without warranty of any kind. You agree and hold harmless Van Rossum Global Industries from all claims arising from the use of open source Gekko.

1.6. A Gekko Premium strategy is a strategy script usable for Open Gekko and automated trading. Gekko Premium strategies are third party and made by others user and made available on the platform, where the Gekko Plus platform only brings the premium strategy demand and supply together. The use of these third party premium strategies is at your own risk. You agree and hold harmless Van Rossum Global Industries from all claims arising from the use of these third-party-premium strategies offered on the Gekko Plus platform.

Article 2. Terms of use

2.1. It is not permitted to use Gekko Plus for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2. In particular it is not permitted to harass other users of Gekko Plus, or to pretend to be another person, or a moderator/maintainer of Gekko Plus, or to use any form of cheating or trickery.

2.3. Gekko Plus has a fair use policy. For further details see the EULA.

2.4. Should Van Rossum Global Industries discover that you violate any of the above, or receive a complaint alleging the same, then Van Rossum Global Industries may intervene to end the violation.

2.5. If in the opinion of Van Rossum Global Industries the continued functioning of the computer systems or network of Van Rossum Global Industries or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Van Rossum Global Industries may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.6. Van Rossum Global Industries is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.7. Van Rossum Global Industries may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Van Rossum Global Industries from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. Van Rossum Global Industries uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability. See also the related EULA document.

3.2. Van Rossum Global Industries actively maintains Gekko Plus. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible. See also the related EULA document.

3.3. Van Rossum Global Industries may from time to time adapt Gekko Plus. Your feedback and suggestions are welcome but ultimately Van Rossum Global Industries decides which adaptations to carry out (or not).

Article 4. Intellectual property

4.1. The service Gekko Plus, the accompanying software as well as all information and images on the website is the intellectual property of Van Rossum Global Industries. None of these items may be copied or used without prior written permission of Van Rossum Global Industries, except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property. Van Rossum Global Industries receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to Van Rossum Global Industries, for example a bug report or suggestion for improvement, you grant Van Rossum Global Industries a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. Van Rossum Global Industries shall refrain from accessing data you store or transfer using Gekko Plus, unless this is necessary for a good provision of the service or Van Rossum Global Industries is forced to do so by law or order of competent authority. In these cases Van Rossum Global Industries shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

5.1. The use of Gekko Plus is subject to fees. The functions in question will inform you of the fees. The fee is due every month or every year (with extra discount) and must be paid in advance.

5.2. Payment is possible by creditcard, by PayPal money transfer or by bitcoin as explained further on the website.

5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

6.1. Except in case of intentional misconduct or gross negligence the liability of Van Rossum Global Industries shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.

6.2. Van Rossum Global Industries in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to Van Rossum Global Industries at most one month after discovery.

6.4. In case of force majeure Van Rossum Global Industries is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

6.5. Damages may only be claimed if reported in writing (email) to Van Rossum Global Industries at most two months after discovery.

6.6. See also the liability chapter in the related EULA document.

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force for a month.

7.2. After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of one month.

7.3. Van Rossum Global Industries is entitled to terminate the agreement if you have not used the service at all in the last 18 months.

7.4. Please note: it is not possible to export data you store or process using the service.

Article 8. Changes to terms

8.1. Van Rossum Global Industries may change or add to these terms and conditions as well as any prices at any time.

8.2. Van Rossum Global Industries shall announce through the service changes or additions as soon as possible before taking effect.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Gekko Plus after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Gekko Plus shall be brought before the competent Dutch court for the principal place of business of Van Rossum Global Industries.

9.3. For any clause in these terms and conditions that demand that a statement must be done “in writing” to be legally valid, a statement by e-mail or communication through the Gekko Plus service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Van Rossum Global Industries shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Van Rossum Global Industries is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Gekko Plus or the associated business activities.