#### **Terms of Service**

**Last Updated:** 10.01.2025

Welcome to the website of **Proxima Research LLC** ("Proxima," "we," or "our"). By accessing or using our Services, you agree to these Terms of Service. If you do not agree, please discontinue use of our Services.

#### 1. Introduction

This document outlines the terms and conditions under which Proxima provides its services. These Terms govern your use of our website, applications, and any other related services (collectively, "Services"). Proxima operates in compliance with the **General Data Protection Regulation (GDPR)** for users located in the European Union.

## 2. GDPR Compliance

If you are located in the European Union, the processing of your personal data is subject to GDPR. By using our Services, you agree to:

- The collection, processing, and storage of your personal data as described in our Privacy Policy.
- The exercise of your rights under GDPR, including the rights to access, rectify, delete, or restrict your data.

Proxima processes personal data based on the following legal grounds:

- **Consent:** When you explicitly agree to the processing of your data.
- **Contractual Necessity:** When processing is required to provide the Services.
- Legitimate Interests: For security, analytics, or service improvement.
- **Legal Obligations:** To comply with EU regulations.

To learn more about how we process your data, refer to our **Privacy Policy**.

### 3. Use of Services

You agree to:

Use our Services lawfully and ethically.

• Avoid actions that could disrupt or harm our Services, systems, or other users.

Prohibited actions include but are not limited to:

- Attempting to hack, reverse-engineer, or disrupt the Services.
- Uploading malicious software or content.

### 4. User Accounts

If you create an account:

- You are responsible for maintaining the confidentiality of your login information.
- You must provide accurate and up-to-date information.

# 5. Content Ownership and Intellectual Property

- All content, including text, graphics, software, and trademarks, is owned by Proxima
  or its licensors.
- You may not copy, distribute, or use our content without prior written permission.

# 6. Third-Party Links and Services

Our Services may include links to third-party websites or services. Proxima is not responsible for the content or practices of these third-party sites.

### 7. Disclaimer of Warranties

To the fullest extent permitted by law, Proxima provides the Services "as is" and disclaims all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

### 8. Limitation of Liability

To the maximum extent permitted by law, Proxima shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Services.

# 9. Data Transfers Outside the EU

If your personal data is transferred outside the European Economic Area (EEA), we ensure that adequate safeguards are in place, such as:

- Standard Contractual Clauses approved by the European Commission.
- Binding Corporate Rules or equivalent measures.