

Terms Of Service | Dashtera

Effective: April 14, 2025.

Last Revised: August 12, 2026.

I. Acceptance of Terms

- **1.1 Agreement to Terms:**

LightningChart Ltd (“**LightningChart**,” “we,” “us,” or “our”), a Finnish company, provides its Dashtera® service (the “Service,” including the “App” and the “Site” located at <https://dashtera.com>) to you (“you,” “your,” or “User”) subject to these Terms of Service (“Terms”) and our Privacy Policy, which is incorporated herein by reference and can be found at <https://dashtera.com/privacy-policy/>. By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you are entering into these Terms on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms of Service and must not access or use the Service.

- **1.2 Eligibility:** You must be at least 18 years of age to use Dashtera. By agreeing to these Terms, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding contract. If you are using the App on behalf of an entity, you represent that you are authorized to accept these Terms on such entity’s behalf.
- **1.3 Modifications:** LightningChart reserves the right to modify these Terms. If we make material changes, we will provide you with reasonable prior notice (e.g. via email or in-app notification) before the updated Terms take effect. You can review the most current version of these Terms at any time at <https://dashtera.com/terms-of-service/>. The revised terms will become effective upon posting (or after any longer notice period specified) and your continued use of the Service after the effective date constitutes acceptance. If a change is not acceptable to you, your remedy is to stop using the Service and, if applicable, you may terminate your paid subscription as described in Section 9.1.

II. Description of Service

- **2.1 Service Overview:** Dashtera is a subscription-based data visualization, data analytics, data dashboarding, data reporting, and data observability platform that allows users to import, analyze, and visualize data from various sources. The Service offers features including, but not limited to:
 - Data import from CSV files, JSON files, and other text-based data. Connection to external databases for data visualization. Creation of interactive charts, dashboards, and reports. Financial, market, and trading analytics charts (without live trading capabilities). Map visualizations. Image import.

The “Service” includes (a) the Site, (b) Dashtera’s business analytics services and related technologies for monitoring your internal and external data sources, and (c) all software (including the Software, as defined in Section 3.3), data, reports, text, images, videos, and content made available through any of the foregoing (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to these Terms.

- **2.2 Customer Data Ownership and Responsibility:** LightningChart does not own any data, information, or material that you submit to the Service (“Customer Data”). As between you and LightningChart, you retain all rights and title in your Customer Data. You are solely responsible for the accuracy, quality, legality, reliability, and intellectual property ownership or right to use of all Customer Data. LightningChart will process Customer Data only as needed to provide the Service and as described in our Privacy Policy. Except as required under applicable law, LightningChart shall not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store any Customer Data that occurs through the normal course of providing the Service. You are responsible for maintaining backup copies of your Customer Data.
- **2.3 Financial Analysis Disclaimer:** You acknowledge and agree that while Dashtera may provide tools and features that can be used for financial trading analysis, including the visualization of financial data, these features are for informational and analytical purposes only. LightningChart Ltd does not provide financial advice, and the use of Dashtera for making financial decisions, including but not limited to trading in stocks or other securities, is at your sole risk. LightningChart Ltd shall not be responsible or liable for any financial losses or damages incurred as a result of using Dashtera for such purposes.
- **2.4 Subscription Tiers:** LightningChart offers a free tier in Dashtera with basic features and paid tiers with more advanced features. The specific features and limitations of each tier are described on our pricing page at <https://dashtera.com/pricing/>.
- **2.5 Service Availability:** LightningChart strives to maintain a high level of service availability for Dashtera but does not guarantee uninterrupted or error-free operation. We may temporarily suspend access to the Service for maintenance, repairs, or other reasons, with or without notice. Additionally, the Service may be unavailable at times due to factors beyond our control (e.g., internet outages, hosting provider issues).

III. General Conditions, Access, and Use of the Service

- **3.1 Account Creation and Management:**
 - To access most features of Dashtera, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for maintaining the confidentiality and security of your account credentials (username and password, or a third-party identity provider account as described in Section 5.4) and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
 - Sharing of account credentials is strictly prohibited and only one user per account is allowed.

- Optional Profile Information: You may optionally provide profile information (e.g., your Industry) during signup or in your account settings to help personalize your experience. We process such profile information as described in our Privacy Policy and, where applicable, only associate it with analytics after you have consented to analytics cookies. You can update or remove optional profile information in your account settings.
- **3.2 Authorized Use:**
 - Subject to the terms and conditions of these Terms, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to LightningChart. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks or any computers, networks, servers or accounts of third parties. You shall comply with any codes of conduct, policies or other notices LightningChart provides you or publishes in connection with the Service, and you shall promptly notify LightningChart if you learn of a security breach related to the Service.
 - You will not use the Services in a manner that violates the terms and conditions of any third-party application or other service.
- **3.3 Software License:**
 - Any software or agents that may be made available by LightningChart in connection with the Service (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of these Terms, LightningChart hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the provided Software solely in connection with the Service.
 - You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software.
 - You agree not to access the Service by any means other than through the interface that is provided by LightningChart for use in accessing the Service.
 - Any rights not expressly granted herein are reserved and no license or right to use any trademark of LightningChart, Dashtera, or any third party is granted to you in connection with the Service.
 - Any open source components used in connection with the Service (if any) are subject to their own licenses.
- **3.4 User Content and Responsibilities:**
 - You are solely responsible for all data, information, files, text, content, and materials that you upload, post, provide, or store in the Service (“Your Content”). You are also responsible for maintaining the confidentiality of your login and password and for all activities under your account (as stated in Section 3.1).

- LightningChart may access your account to respond to support requests or maintain the Service.
- By posting Your Content, you grant LightningChart a worldwide, non-exclusive, royalty-free, fully paid, sublicensable, and transferable license to process, store, transmit, and display Your Content solely as necessary to provide, maintain, and improve the Service in accordance with these Terms and our Privacy Policy. This license allows us to make backups and will continue after you stop using the Service only with respect to (a) maintaining archival copies or backups of Your Content and (b) using aggregated and anonymized data derived from Your Content, for internal analytics and service improvement, provided that no such data will identify you or any individual.
- This license continues even after you stop using the Service with respect to: (a) backup or archival copies of Your Content on our systems, which we will delete in the ordinary course of business, and (b) aggregated or anonymized forms of Your Content, which do not identify you, that we may retain and use to improve our services.
- LightningChart has the right (but not the obligation) to monitor Your Content and any use of the Service. LightningChart may remove or disable access to any content (including Your Content) at any time for any reason, including if we receive any claim or allegation or have reason to believe that such content violates these Terms or applicable laws.
- **3.5 Service Operation and Content Transmission:**
 - You understand that the operation of the Service, including Your Content, may involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to LightningChart's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service.
- **3.6 Communications and Email Preferences:**
 - **Service-Related Communications:** We send transactional/administrative emails (security alerts, receipts, critical changes). These **do not include marketing content** and are necessary to the Service; opt-out requires account closure.
 - **Marketing Emails (Consent Based):** We send marketing or promotional emails **only with your prior consent** captured during sign-up or in your account settings. Each marketing email includes a working **unsubscribe** link; we maintain **verifiable records** of consent and withdrawals. **If you do not opt-in, we will not send you marketing emails.**
 - **Existing-Customer Soft Opt-in:** Where permitted by law, we may market **our own similar products/services without prior consent only if all** of the following hold: (i) we obtained your electronic contact details **in the context of a sale**; (ii) the marketing is by the **same controller**; (iii) it concerns **similar products/services**; and (iv) you were offered an **easy, free opt-out at collection and in every message.**
 - **Record-Keeping:** We maintain records to demonstrate consent or soft-opt-in conditions.
- **3.7 Cookies and Analytics.**
 - **(a) Lawful Basis and Prior Consent:** We store or access Non-Essential analytics cookies/SDKs (Analytics) only after you give freely given, specific, informed and unambiguous consent via our cookie banner or "Cookie

Preferences.” Continued browsing, default browser settings, or pre-ticked boxes do not constitute consent. We block non-essential analytics tags until consent is recorded. You may Reject Non-Essential or grant granular consent for Analytics, and you may withdraw consent at any time via “Cookie Preferences,” with withdrawal as easy as grant. We keep verifiable records of consent (timestamp, scope, notice version). Essential cookies necessary for the service operate without consent.

- **(b) Transparency:** Our Privacy Policy identifies, for each cookie/SDK or vendor we use, the purpose, provider, storage duration, and whether any third-party accesses data. We keep the Privacy Policy up to date and do not maintain a separate Cookie Policy.
- **(c) Analytics Safeguards:** If you consent to Analytics, we use them only for Dashtera’s internal measurement and product improvement, not for cross-site advertising. We configure analytics to minimize personal data (e.g., IP anonymization) and disable advertising features; analytics are collected only after consent and are shared solely with our analytics provider (Google Analytics) acting as our service provider/processor.
- **(d) Legal Framework:** Storage/access on your device complies with Section 205 of the Finnish Act on Electronic Communications Services and the EU ePrivacy rules; consent is interpreted in line with GDPR and EDPB Guidelines 05/2020 (Consent).
- **(e) What We Place and Why:** We use **(i) Essential** cookies for security, load balancing, and core functions; and **(ii) Non-Essential** analytics cookies/SDKs only with your prior consent. LightningChart uses cookies and similar tracking technologies to enhance your experience and to analyze how users access and use the Service. For example, we use first-party cookies and third-party analytics services (such as Google Analytics) to track the source that referred you to Dashtera and to collect information about your in-app activities (e.g., which features you use, which pages you visit). This helps us understand user engagement and improve the Service’s functionality and marketing efforts. Analytics may involve online identifiers/device data and are treated as personal data; we only run them after consent. We do not use these cookies to serve you third-party advertisements or to track you across other websites – their sole purpose is for Dashtera’s internal analytics and product improvement.
- **(f) Cookie Consent:** We set only Essential cookies by default. We will not set analytics cookies until you give consent via our cookie banner or “Cookie Preferences.” We do not treat continued browsing, default browser settings, or the mere use of the Service as consent. You can Reject Non-Essential cookies (Analytics) and you can withdraw consent at any time via “Cookie Preferences”; withdrawal has the same ease as grant.
- **(g) Managing Cookies:** You can control or delete cookies through your browser settings and in-app account settings. Doing so may affect certain functionalities of the Service (for instance, some usage preferences might not be remembered). For more details on how we use cookies and how to change your preferences, please see our Privacy Policy. Additionally, if you wish to opt-out of Google Analytics tracking, you may use the Google Analytics Opt-Out Browser Add-on, which prevents your data from being used by Google Analytics on any website.

- **(h) Data Usage:** Any data we collect through cookies and analytics is handled in accordance with these Terms and our Privacy Policy. We treat analytics data as confidential and use it only to operate, maintain, and improve Dashtera, and to understand the effectiveness of our outreach (for example, which sources direct new users to our site). We do not sell personal information, and we do not use analytics data for third-party advertising. Where analytics data is shared with our analytics provider, it is shared solely to provide the analytics service to us and only after consent.

IV. User Conduct and Responsibilities

- **4.1 Acceptable Use:** You agree to use Dashtera only for lawful purposes and in accordance with these Terms. You are hereby prohibited from and **MUST NOT**:
 - Violate any applicable laws or regulations (including data privacy or export control laws).
 - Infringe the intellectual property or other rights of any other.
 - Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially / ethnically objectionable.
 - Interfere with or disrupt the operation of Dashtera or the servers or networks connected to the App.
 - Attempt to gain unauthorized access to Dashtera, user accounts, or computer systems or networks connected to the App.
 - Use any automated means, including robots, spiders, or scrapers, to access or collect data from Dashtera without our express written permission.
 - Transmit any viruses, worms, or other malicious code.
 - Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity.
 - Engage in any activity, action, or use that could damage, disable, overburden, or impair the Service.
 - Circumvent, interfere with, or misrepresent user choices in any consent, cookie, or privacy-preference interface provided by the Service.
 - The Service is not designed for, and must not be used to process, data subject to specific regulatory frameworks such as HIPAA (U.S. Health Insurance Portability and Accountability Act) or equivalent health data regulations requiring additional contractual safeguards beyond those provided in these Terms.
- **4.2 Data Accuracy:** You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data you import, upload, or otherwise provide to LightningChart.
- **4.3 Data Security:** LightningChart implements reasonable security measures to protect your data, as described in our Privacy Policy. However, you acknowledge that no method of transmission over the internet or method of electronic storage is 100% secure, and we cannot guarantee absolute security.
- **4.4 Data Backup:** LightningChart strongly recommends that you maintain independent backups of all data you upload or link to the Service. You acknowledge that the Service is not an archive or backup service for Your Content. LightningChart shall not be liable for any loss or corruption of data regardless of whether such loss or corruption is caused by the negligence of LightningChart or otherwise. In the event of data loss, your sole and exclusive remedy is for LightningChart to use reasonable

efforts to restore the lost or corrupted data from its latest available backup (if any) to the extent such data is within LightningChart's control.

- **4.5 Financial Responsibility:** You acknowledge that you are solely responsible for any financial decisions you make based on the information presented in Dashtera. LightningChart Ltd shall not be held liable for any financial outcomes resulting from your use of the App for financial purposes.

V. Account Information from Third Party Sites

- **5.1** Through the Service, you may direct LightningChart to retrieve certain information maintained online by third party providers with which you have a customer relationship, maintain accounts or engage in transactions ("Account Information"). You agree to provide your username, password and other log-in information and credentials necessary to access your account with such providers ("Access Information"), and you hereby grant LightningChart permission to use the Access Information and Account Information for the purposes contemplated by these Terms.
- **5.2** By using the Service and providing your Access Information, you expressly authorize LightningChart to access and use your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize LightningChart to use your Access Information to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit Account Information. **YOU ACKNOWLEDGE AND AGREE THAT WHEN LIGHTNINGCHART ACCESSES AND RETRIEVES ACCOUNT INFORMATION FROM THIRD PARTY SITES, LIGHTNINGCHART IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.** You represent and warrant that neither the foregoing (or anything else in these Terms) nor your use of the Services will violate any agreement or terms to which you are subject, including without limitation, those with respect to any third-party site. The manner in which such third-party providers transmit, use, store and disclose your Account Information is governed solely by the policies of such third parties, and LightningChart 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. In addition, LightningChart is not responsible for the accuracy, availability or reliability of any Account Information, data, information, content, services, advice or statements made available in connection with such third-party services. As such, LightningChart is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party services, including without limitation (a) actions or the effect of actions that you authorize the Service to take with respect to third party services (such as database queries), (b) inaccurate or corrupted Account Information within the third party service, the Service or otherwise (c) reliance on calculations or visualizations provided by the Service or actions you take as a result of such calculations or visualizations, or (d) LightningChart's categorization or classifications of Account Information on the Service.
- **5.3** LightningChart does not guarantee that any such third-party services will continue to be made available within the Service, and such services may be removed or disabled by LightningChart at any time without notice to you. You acknowledge and agree that the Service may not be sponsored or endorsed by the third-party services accessible through the Service.

- **5.4** Dashtera may allow you to create an account or sign in using a third-party identity provider such as Google, Microsoft, or Apple. Your relationship with the provider is governed solely by your agreement with that provider, and Sections 5.2 and 5.3 apply to third-party identity providers the same as they do to other third-party services. LightningChart may add, remove, or disable use of these providers at any time. If a provider suspends or terminates your account with them, or you otherwise lose access to it, you may be unable to sign in via that method. The data we receive from third-party identity providers is described further in our Privacy Policy (Section II).

VI. Fees and Payment

- **6.1 Subscription Fees:** Access to certain features of Dashtera requires a paid subscription. The fees for each subscription tier are listed on our pricing page at <https://dashtera.com/pricing/>.
- **6.2 Payment Terms & Auto-Renewal:** Subscription fees are billed in advance on a recurring monthly or annual basis (per your chosen plan). By purchasing a subscription, you agree that YOUR PLAN WILL AUTOMATICALLY RENEW AT THE END OF EACH BILLING PERIOD and you authorize LightningChart to charge your selected payment method for each renewal until you cancel your subscription or terminate your account. You represent and warrant that the payment information you provide is accurate and that you are authorized to use the payment instrument. If you wish to avoid further charges, you must cancel before the next billing cycle. You may cancel a subscription at any time via the Dashtera account settings or by contacting support; cancellation will take effect at the end of the then-current paid period, and you will not be charged thereafter (no prorated refunds for the remaining period, except where required by law). If you dispute any charges, you must let LightningChart know in writing within sixty (60) days of the invoice or charge date.
- **6.3 Taxes:** Subscription fees are exclusive of all applicable taxes, including value-added tax (VAT), sales tax, and other similar charges. You are responsible for paying all such taxes.
- **6.4 Refunds:** All subscription fees are non-refundable, including if you cancel your subscription or if this Agreement is terminated, except as required by law.
- **6.5 Price Changes:** LightningChart reserves the right to change subscription fees at any time. We will provide reasonable prior notice of any price change by posting the new fees on our website or through other appropriate means (e.g., email to subscribers). The new fees will apply at the start of the next billing cycle. Your continued use of the Service after the new fees take effect constitutes your agreement to pay the updated amount. If you do not agree to a fee change, you may cancel your subscription before the new pricing takes effect.

VII. Intellectual Property Rights

- **7.1 Dashtera Ownership:** LightningChart and its licensors own all right, title, and interest in and to the App, including all software, technology, content, and other materials used to provide the Service, as well as all associated intellectual property rights.
- **7.2 Limited License:** Subject to your compliance with these Terms, LightningChart grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the App for the duration of your Subscription.

- **7.3 Trademarks:** The Dashtera name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of LightningChart Ltd and/or its affiliates or licensors. You must not use such marks without the prior written permission of LightningChart.
- **7.4 Feedback:** If you choose to provide LightningChart with any feedback, suggestions, or ideas regarding Dashtera or related services (“Feedback”), you hereby irrevocably assign and transfer to LightningChart all rights, title, and interest in and to such Feedback. You agree that LightningChart and its designees may freely use, implement, and exploit any Feedback in any manner, for any purpose, commercial or otherwise, without any obligation or compensation to you. You acknowledge that any Feedback is provided voluntarily and is not confidential.

VIII. Representations and Warranties

You represent and warrant to LightningChart that (i) you have full power and authority to enter into these Terms; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow LightningChart to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and LightningChart’s exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party’s copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; (iv) if Your Content includes personal data (information about an identifiable individual), you have collected and are sharing such data in compliance with all applicable data protection laws (such as the EU GDPR and U.S. CCPA/CPRA). You have provided any necessary notices and obtained all necessary consents or legal bases to allow LightningChart to process such personal data for the purposes described in these Terms and the Privacy Policy; and (v) you are eighteen (18) years of age or older.

IX. Termination

- **9.1 Termination by You:** You may terminate your Dashtera account or cancel your subscription at any time. To do so, follow the instructions within the App or contact us at support@dashtera.com. If you cancel your paid subscription, you will retain access to paid features until the end of your current billing period, after which your subscription will not renew. If you choose to terminate your account entirely (delete your account), your access will cease immediately and all Your Content may be deleted (as described in Section 9.3). In either case, prepaid fees are non-refundable (except as required by law or expressly provided in these Terms).
- **9.2 Termination or Suspension by LightningChart:**
 - **For Cause:** LightningChart may immediately suspend or terminate your account (and/or access to the Service) if you are in material breach of these Terms or if LightningChart, in its reasonable judgment, suspects that you have violated the letter or spirit of these Terms (for example, engaging in prohibited use or causing security issues). In such cases, LightningChart is not required to give advance notice. We will attempt to notify you after taking such action, where practicable.
 - **For Convenience:** Additionally, LightningChart reserves the right to terminate the Service or your account for any reason (even without a breach)

upon providing you notice (for example, if we decide to discontinue the Service, or cancel inactive free accounts). If we terminate your paid subscription for convenience and not due to your breach, we will refund any prepaid fees covering the period after termination.

- **9.3 Effect of Termination:**

- Upon termination of your account, whether by you or by LightningChart, your right to use Dashtera will immediately cease (or, in the case of a scheduled cancellation at period end, on the date of cancellation). All sections of these Terms which by their nature should survive termination shall survive, including ownership provisions, disclaimers, liability limitations, and indemnities.
- After termination, LightningChart may delete or destroy all Your Content associated with your account, and we are not obligated to maintain your data (except as required by law). We recommend that you export or back up Your Content before terminating your account.
- LightningChart shall not be liable to you or any third party for termination of your account or access. If we terminate your account for cause (due to your breach), or if you terminate your account, you will not be entitled to any refunds of fees. If we terminate your account or discontinue the Service for convenience (no fault of yours), any prepaid fees for the remaining term will be refunded to you on a pro rata basis.

X. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DASHTERA (INCLUDING THE APP, SITE, CONTENT, AND ALL SERVER AND NETWORK COMPONENTS) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND. LIGHTNINGCHART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

LightningChart does not warrant that the Service (or any content therein) will meet your requirements or be uninterrupted, timely, secure, error-free, or virus-free, and does not guarantee the accuracy, completeness, or reliability of any data or results obtained through the Service. No advice or information (oral or written) obtained from LightningChart or through the Service creates any warranty not expressly stated in these Terms.

Specifically, you expressly acknowledge and understand that Dashtera provides data visualization and analysis tools, but does not offer any professional advice (financial, legal, or otherwise). LightningChart makes no warranty that Dashtera is suitable for making financial or investment decisions, and any actions you take in reliance on Dashtera are at your sole risk, and LightningChart shall not be responsible for any financial losses resulting from such use (Section 4.5 above).

XI. Limitation of Liability

- **11.1 Exclusion of Damages:** To the maximum extent permitted by law, in no event will LightningChart (or its affiliates, officers, employees, or agents) be liable to you

for any indirect, incidental, special, consequential, or punitive damages whatsoever. This exclusion applies to any losses or damages for lost profits, lost data, business interruption, goodwill, or other intangible losses, arising out of or related to your use of (or inability to use) Dashtera or the Service, even if LightningChart has been advised of the possibility of such damages.

- **11.2 Liability Cap:** To the maximum extent permitted by law, LightningChart's total cumulative liability to you for any and all claims arising from or related to the Service or these Terms will not exceed the total amount of fees you have paid to LightningChart for the Service in the twelve (12) months immediately prior to the event giving rise to the claim. If you have paid no fees, LightningChart's liability shall be zero. This limitation applies to all causes of action, whether in contract, tort, or otherwise.
- **11.3 Limitation of Liability for Financial Activities:** Without limiting the generality of the above, To the maximum extent permitted by applicable law, LightningChart Ltd shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, trading losses, or investment losses, arising out of or in any way connected with your use of Dashtera for financial analysis, trading, or investment purposes, even if LightningChart has been advised of the possibility of such damages. You acknowledge that you are solely responsible for any financial decisions made based on information or insights from the Service.
- **11.4** Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for certain types of damages. Nothing in these Terms is intended to exclude or limit any liability that cannot be excluded by law – for example, liability for death or personal injury caused by LightningChart's negligence, or for LightningChart's fraud or willful misconduct. However, in all other cases and to the fullest extent permitted by law, the disclaimers and limitations above shall apply.

XII. Indemnification

LightningChart will defend you against any third-party claim alleging that the Service, as provided by LightningChart and used in accordance with these Terms, infringes that third party's patent, copyright, or trademark rights, and will indemnify you against any damages finally awarded or settlement amounts approved by LightningChart. LightningChart's obligations under this paragraph do not apply to claims arising from (a) your modification of the Service, (b) your combination of the Service with products, services, or data not provided by LightningChart, (c) your use of the Service after LightningChart has notified you to cease use due to an infringement claim, or (d) your use of the Service in violation of these Terms. If the Service becomes, or in LightningChart's opinion is likely to become, the subject of an infringement claim, LightningChart may at its option and expense (i) procure the right for you to continue using the Service, (ii) replace or modify the Service to make it non-infringing, or (iii) if neither (i) nor (ii) is commercially practicable, terminate your access to the infringing component and refund any prepaid fees for the remaining subscription term. This paragraph states LightningChart's entire liability and your sole remedy with respect to intellectual property infringement claims.

You agree to defend, indemnify, and hold harmless LightningChart, its parent and affiliates, and their officers, directors, employees, and agents, from and against any and all third-party claims, demands, suits, or proceedings, and all related liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Your Content,

(b) your use or misuse of the Service, or (c) your breach of these Terms or violation of any applicable law or regulation or the rights of any third party. LightningChart will promptly notify you of any claim for which it seeks indemnification (provided that any failure to notify only relieves you of your indemnification responsibility to the extent it prejudices your ability to defend the claim). You shall cooperate with LightningChart's reasonable requests in defending such claims. LightningChart reserves the right, at its option, to assume exclusive defense and control of any matter subject to indemnification, and in that case you agree to participate and assist in the defense as needed and reimburse LightningChart for all reasonable costs and fees incurred. This includes, without limitation, claims alleging that Your Content or your communications through the Service (including marketing emails or communications you initiate via the service) were sent without required consent or otherwise violated privacy or electronic marketing laws.

XIII. Governing Law and Dispute Resolution

- **13.1 Governing Law:** These Terms shall be governed by and construed in accordance with the laws of Finland, without regard to its conflict of laws principles.
- **13.2 Dispute Resolution (Arbitration):** Except for the right of either party to seek injunctive relief as set forth below, any dispute, controversy, or claim arising out of or relating to these Terms or the Service shall be finally settled by binding arbitration under the Arbitration Rules of the Finland Chamber of Commerce (FAI). The arbitration will be conducted in English in Helsinki, Finland, by a single arbitrator. The arbitrator's award shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction. The parties shall share the costs of arbitration as required by the FAI rules, and the arbitrator may award the prevailing party its reasonable attorneys' fees and costs. Notwithstanding the foregoing, if you are a consumer (a natural person acting for purposes outside your trade, business, craft, or profession) habitually resident in the European Economic Area, the United Kingdom, or Switzerland, this arbitration clause shall not apply to the extent it would deprive you of the protection afforded by mandatory consumer protection rules of your country of habitual residence. In such cases, disputes shall be subject to the jurisdiction of the courts of your habitual residence, and the governing law provisions of Section 13.1 shall apply without prejudice to any mandatory local consumer protection rules that cannot be derogated from by agreement.
- **13.3 Injunctive Relief:** Notwithstanding the above, either party may seek urgent injunctive or equitable relief in a court of competent jurisdiction (including, for example, relief to protect intellectual property or confidential information) without first resorting to arbitration. Such action shall not waive the requirement to arbitrate the merits of the dispute.
- **13.4 No Class Actions:** You and LightningChart agree that any dispute will be resolved on an individual basis, and not as part of any class, consolidated, or representative action. You hereby waive any right to a jury trial or to participate in a class action in relation to any dispute arising under these Terms. This waiver does not apply to consumers habitually resident in the EEA, UK, or Switzerland to the extent it conflicts with mandatory consumer protection rules applicable in their jurisdiction.
- **13.5 Court Jurisdiction:** To the extent that any lawsuit is permitted under these Terms (for example, to seek injunctive relief or if the arbitration clause is deemed unenforceable), you and LightningChart consent to the exclusive jurisdiction of the courts located in Helsinki, Finland.

XIV. Miscellaneous

- **14.1 Entire Agreement:** These Terms, together with the Privacy Policy and any other legal notices published by LightningChart on the App, constitute the entire agreement between you and LightningChart concerning your use of Dashtera.
- **14.2 Severability:** If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- **14.3 Waiver:** No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and LightningChart's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- **14.4 Assignment:** You may not assign these Terms or any of your rights or obligations hereunder without the prior written consent of LightningChart, but LightningChart may assign or transfer these Terms, in whole or in part, without restriction.
- **14.5 Notices:** All notices and other communications under these Terms shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to LightningChart:

Company Name: LightningChart Ltd

Address: Tehdaskatu 24 B, 70620 Kuopio Finland

If to the User (You): At the email address or postal address provided during registration.

- **14.6 Force Majeure:** LightningChart shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- **14.7 Relationship of the Parties:** Nothing in these Terms shall be construed to create a partnership, joint venture, agency, or employment relationship between you and LightningChart.
- **14.8 Third-Party Beneficiaries:** These Terms are for the benefit of you and LightningChart and are not intended to confer any rights or benefits on any third party.
- **14.9 Export Compliance:** You represent and warrant that you are not located in, and will not use the Service from, any country or region that is subject to comprehensive trade sanctions or embargoes (including Cuba, Iran, North Korea, Syria, or Crimea, Donetsk and Luhansk regions of Ukraine, or any other territory as updated by applicable law). You also represent that you are not on any restricted party list issued by the EU, U.S., or other applicable jurisdiction (for example, you are not listed on the U.S. Treasury Department's Specially Designated Nationals list or the EU Consolidated Financial Sanctions list). You agree to comply with all applicable export and import control laws in your use of the Service. This includes not exporting or re-

exporting the Service or any software or technical information in violation of such laws.

- **14.10 Data Protection:**

- (a) *Roles*: To the extent Your Content includes personal data, you are the “controller” (or “business” under CCPA/CPRA) and LightningChart acts as a “processor” (or “service provider”) processing such data on your behalf to provide and support the Service, in accordance with these Terms and our Privacy Policy.
- (b) *Scope of Processing*: The subject matter of processing is the provision of the Service. LightningChart processes personal data contained in Your Content for the duration of these Terms. The nature and purpose of processing is the storage, retrieval, display, transformation, and analysis of Your Content as necessary to deliver the Service’s data visualization, dashboarding, reporting, and analytics features. The types of personal data processed depend on what you upload or connect and may include any category of personal data you choose to import. The categories of data subjects are determined by you and may include your employees, customers, end users, or other individuals whose data you provide.
- (c) *Processor Obligations*: LightningChart will:
 - Process personal data only on your documented instructions (these Terms and your in-product settings constitute your instructions; LightningChart will inform you if it believes an instruction infringes applicable data protection law).
 - Ensure that persons authorized to process the personal data have committed to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as described in the Privacy Policy.
 - Assist you, taking into account the nature of the processing, by appropriate technical and organizational measures insofar as possible, in fulfilling your obligation to respond to data subject requests under Chapter III of the GDPR (or equivalent rights under other applicable data protection laws).
 - Assist you in ensuring compliance with your obligations under Articles 32 to 36 of the GDPR (security, breach notification, data protection impact assessments, and prior consultation), taking into account the nature of processing and the information available to LightningChart.
 - Notify you without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting Your Content, providing sufficient information to enable you to meet your obligations under Article 33 of the GDPR.
 - At your choice, delete or return all personal data contained in Your Content after the end of the provision of the Service, and delete existing copies, unless applicable law requires further storage. Deletion will be completed within 30 days of account termination, except for data retained in backups which will be deleted in the ordinary course of backup rotation (not to exceed 90 days).
 - Make available to you all information necessary to demonstrate compliance with this Section 14.10 and allow for and contribute to

audits, including inspections, conducted by you or an auditor mandated by you, subject to reasonable advance notice (not less than 30 days), scope limited to LightningChart’s processing of Your Content, confidentiality obligations, and no more than one audit per twelve-month period. Where LightningChart maintains a current ISO 27001 certification or equivalent independent security audit report, LightningChart may satisfy audit requests by providing a copy of such certification or report. You may require an on-site audit only where you have reasonable grounds to believe that the certification or report is insufficient to verify compliance (for example, following a personal data breach affecting Your Content). You shall reimburse LightningChart’s reasonable costs of cooperating with any on-site audit.

- LightningChart will not “sell” or “share” (as defined under CPRA) personal data contained in Your Content.
- (d) *Sub-Processors*: You provide general authorization for LightningChart to engage sub-processors to deliver the Service. LightningChart will notify you by email at least 14 days before engaging a new or replacement sub-processor. If you reasonably object within 10 days of notice, the parties will attempt to resolve the objection in good faith. If unresolved within 14 days, you may terminate these Terms without penalty, and LightningChart will refund prepaid fees for the remaining term. LightningChart will impose data protection obligations on each sub-processor no less protective than those in this Section 14.10 and remains liable for its sub-processors’ performance.

Sub-Processor	Purpose	Data Processed	Location
Microsoft Azure	Cloud infrastructure and hosting	All Customer Data	EU (West Europe)
Google LLC (Google Analytics 4)	Website analytics (consent-gated)	Usage data, device identifiers, IP address (anonymized)	EU/US (Google LLC participates in the EU-US Data Privacy Framework)
Stripe, Inc. (via WooCommerce Payments)	Payment processing	Payment card data, billing information, email address	US (Stripe, Inc. participates in the EU-US Data Privacy Framework)
WooCommerce / Automattic, Inc. (dashtera.com)	Subscription management	Email address, subscription status	US (Automattic, Inc. participates in the EU-US Data Privacy Framework)
Zoho Corporation (ZeptoMail)	Transactional / email delivery	Email address, message content	EU
Mapbox, Inc.	Map tile rendering, geocoding	IP address, map queries, location data	US
MapTiler AG	Map tile rendering, geocoding	IP address, map queries, location data	Switzerland/EU

Zoho Corporation (Zoho CRM)	Customer relationship management (Marketing Consent Gated)	Name, email, company, industry, country	EU
Rewardful (not yet active)	Affiliate program tracking	Email, referral data	US

- (e) *International Transfers*: Where personal data contained in Your Content is transferred outside the EEA, UK, or Switzerland, LightningChart will ensure appropriate safeguards are in place, including EU Standard Contractual Clauses (June 2021 version, Module 3: processor to sub-processor, or Module 2: controller to processor, as applicable), the EU-US Data Privacy Framework (where the recipient is certified), adequacy decisions, or other valid transfer mechanisms. LightningChart will conduct transfer impact assessments where required and implement supplementary measures as necessary.
- (f) *Marketing Consents*: Marketing communications are subject to the consent and opt-out mechanisms described in Section 3.6.

XV. Contact Us

If you have questions about these Terms, please contact us at:

- **Company Name:** LightningChart Ltd
- **Business ID:** 2164174-7
- **VAT Number:** FI 21641747
- **Address:** Tehdaskatu 24 B, 70620 Kuopio Finland
- **Email:** support@dashtera.com