

PUBLIC AGREEMENT

1. Introduction and Scope

- 1.1** This Public Agreement (“Agreement” or “Offer”) is a legally-binding offer made by Leonid Tsvetkov (the “Seller”), acting as an autónomo in the Kingdom of Spain, NIE Y9789783P, registered address Avda del Puerto 250, P03 9, Valencia. The Seller offers certain digital products (the “Product” or “Software”) and related services (the “Services”) to any individual or entity (the “Buyer”) under the terms below.
- 1.2** By paying for the Product via any available method on the Bloom website (the “Site”) — Revolut, Stripe, cryptocurrency gateways, etc. — the Buyer provides full acceptance (“Acceptance”) of this Agreement. Upon Acceptance a binding contract is formed between the Parties.
- 1.3** If the Buyer disagrees with any provision herein, the purchase must not be completed and the Product must not be used. **1.4** The Agreement is deemed unconditionally accepted from the moment (i) the first advance payment is credited to the Seller’s account or (ii) the Product (e.g., a trading advisor) is activated by the Buyer, whichever comes first.

2. Subject of the Agreement

- 2.1** The Seller provides the Buyer with access to the Product, which may include trading-automation software, documentation and support. The Buyer pays the stated price and adheres to this Agreement.
- 2.2** Detailed scope, features or add-ons are described on the Site or in separate materials. The Seller may modify content and functionality at any time.
- 2.3** No ownership in the Product is transferred. All IP rights remain with the Seller. **2.4** Citizens and residents of the EU who purchase or open accounts do so at their own initiative and risk; no special guarantees apply beyond mandatory EU consumer-protection rules.

3. Offer and Acceptance

- 3.1** Offer. Publication of this Agreement on the Site constitutes a public offer under Spanish law.
- 3.2** Acceptance. Occurs when the Buyer successfully pays for the Product.
- 3.3** Contract. Upon Acceptance, this Agreement together with Terms of Use, Privacy Policy and Refund Policy governs the Parties. Non-fulfilment of Buyer duties entitles the Seller to withhold or revoke access.

3.4 Non-Exclusivity. The Seller may contract with unlimited third parties for similar products.

4. Purchase Price and Payment Terms

4.1 Price ("Purchase Price") is shown on the Site or otherwise communicated. Future price changes do not affect completed orders.

4.2 Payments are processed by third-party providers; the Seller never stores full card data.

4.3 Taxes/fees imposed by authorities or payment platforms are borne by the Buyer.

4.4 Payment is deemed complete when funds reach the Seller; only затем предоставляется доступ согласно § 5.

5. Delivery of the Product

5.1 Method. Digital delivery: download link, license key, activation code or other credentials.

5.2 Timeline. Access is normally automatic; however, delivery may take up to 48 hours after payment confirmation. Delays caused by technical issues or force-majeure will be communicated.

5.3 Risk of Non-Delivery. Buyer must ensure correct email, stable internet, compatible software; Seller is not liable for failures on Buyer's side.

5.4 Additional Services. Paid add-ons (e.g., installation assistance) are separate; scope, price and timing are agreed individually

6. Rights and Obligations

6.1 Seller

- a) timely issue credentials for download/activation;
- b) provide agreed support;
- c) maintain reasonable availability of the Product.

6.2 Buyer

- a) pay full Purchase Price;
- b) use the Product only for personal/internal purposes under the license;
- c) not copy, distribute, modify or reverse-engineer the Software;
- d) bear full responsibility for personal funds and choice of trading strategy;
- e) ensure reliable hardware, software and internet, accepting risks of malfunctions or mis-configuration.

7. Refunds and Cancellations

7.1 Refunds follow the Seller's Refund Policy (digital goods: limited cases).

- 7.2** After download/activation, cancellation is normally impossible, save for extraordinary grounds under the Refund Policy or mandatory law.
- 7.3** If a technical defect, confirmed by the Seller, prevents installation or shows a discrepancy with the standard algorithm, and the Seller fails to remedy it within 7 days, the Seller may approve a refund, subject to verification.

8. No Warranties / Profit Disclaimer

- 8.1** The Product is a tool; no guarantee of profits or specific performance. Trading is risky.
- 8.2** Under no circumstances shall the Seller or affiliates be liable for direct or indirect damages, including trading losses or lost profits.

9. Liability and Dispute Resolution

- 9.1** Force Majeure. The Seller is not liable for delays/failures caused by events beyond control (natural disasters, war, terror, legislative changes, market illiquidity, internet outages, etc.). Buyer bears resulting financial risks.
- 9.2** Third-Party Actions. Seller is not responsible for actions/omissions, insolvency or failures of brokers, liquidity providers, VPS hosts, etc., except where caused by Seller's wilful misconduct or gross negligence.
- 9.3** Communication Risks. Buyer accepts risks of unencrypted email/ messenger traffic and is responsible for safeguarding credentials.
- 9.4** No Assessment of Gambling/Psychology. Seller does not evaluate Buyer's psychological state or gambling addiction; Buyer must self-exclude if necessary.
- 9.5** VPS & Technical Failures. Buyer assumes all risks related to external VPS or hosting platforms.
- 9.6** Governing Law. Spanish law.
- 9.7** Jurisdiction. Courts of Valencia, Spain.
- 9.8** Pre-Trial Settlement. Parties will attempt amicable resolution before litigation.

10. Final Provisions

- 10.1** Amendments. Seller may update this Agreement; new sales are governed by the new version. Existing Buyers will be informed of material changes.
- 10.2** Severability. Invalid provisions do not affect validity of the remainder.

10.3 Entire Agreement. This Agreement plus referenced policies replace all prior arrangements.

10.4 Languages. Multilingual versions may exist; in case of conflict, the Spanish text prevails where required by law.

10.5 Contact. All notices to the Seller via contact details on the Site.

10.6 The Parties confirm this Agreement does not conflict with their internal rules or obligations to third parties.

By completing payment, the Buyer confirms that they have read, understood and agree to this Public Agreement.