# **TERMS & CONDITIONS**

## 1. INTRODUCTORY PROVISIONS

- 1.1. By using this website ("Website"), you agree to be bound by these Website Terms of Use ("Terms"), which govern rights and obligations between the owner of the domain on which this website operates ("Operator") and you as a user of this website ("you" or "User"). For contact form to the Operator, please, click here.
- 1.2. The Website provides an online information platform and includes a service, which allows the User to apply for services and/or products promoted on the Website ("Service") via its tracking platform ("Sofware"). The Operator is not a provider of any services and/or products promoted on the Website, only facilitates communication between such provider of a service and/or product and the User as a potential client of such provider.

## 2. CONTENT

- 2.1. The videos, banners and other content displayed on the Website ("Content") are provided for informational and promotional purposes only and should not be relied upon in making decisions and are for simulation only. The Content may not be accurate and is not based on accurate past true events. Nonetheless, any and all information perceived from the Content through either visual, verbal, or written form do not constitute financial, legal, tax, medical or other professional advice and is not intended as a substitute for consultation with a qualified professional. The Operator has used its best efforts in producing the Content, but the Operator does not make any representation or warranties with respect to the accuracy, applicability, fitness, or completeness of the Content, the information contained therein is strictly for informational and promotional purposes with all reservations presented above to be taken into consideration. Therefore, if you wish to apply and use the Software, you are taking full responsibility for your actions. No statement is to be construed as furnishing investment advice or being a recommendation, solicitation or offer to buy or sell any type of security and/or financial instruments or other product. No representation is being made that any User will or is likely to achieve profits or losses similar to those mentioned in the Content or achieve any results in connection with his/her health. The past performance of any system or methodology, as may be presented within the Content, is not necessarily indicative of future results. We strongly recommend that you consult your professional advisor before ever investing or trading any financial instrument.
- 2.2. The User acknowledges that the Operator is not authorized to offer any legal, tax, medical, accounting or investment advice, or recommendation regarding suitability, profitability, investment strategy, nutrition, health problems or other matter.
- 2.3. The User acknowledges that the Website may redirect or otherwise refer the User to third-party websites, via using the Service or otherwise.

#### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Content is copyrighted either by the Operator or by its partners and shall not be copied, stored, or changed in any format, sold, or used in any way under any circumstance or distributed or broadcast in any way without express permission from the Operator.
- 3.2. All intellectual property of or relating to the Website and the Service, including but not limited to the Content, information, videos, patents, trademarks, copyrights, modules, techniques, know-how, computer code (including html code), algorithms, methods of doing business, user interfaces, graphic design and the Software; and all developments, derivatives, and improvements thereto, whether registered or not (collectively as the "Intellectual Property"), unless otherwise indicated, are owned, controlled and licensed in their entirety by the Operator, its affiliates, its successors and assigns, and/or by third parties who have granted the Operator license to use such Intellectual Property. This includes, but is not limited to, all material which may be found on the Website, including but not limited to images, pictures, graphics, photographs, animations, videos, music, audio and text.
- 3.3. The Operator hereby provides the User with a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Website, the Software and the Content, for personal use only.
- 3.4. The license does not allow the user to modify, copy, store, reproduce, republish, upload, post, transmit, license, sublicense, display, rent, lease, sell, commercially exploit, or distribute, in any manner, any data, intellectual property or material provided by the Operator through the Website, in any manner not expressly permitted by these Terms.
- 3.5. In addition, the User or any third party may not modify, translate, decompile, create any derivative work(s) of, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, grant a security interest in, or otherwise use the Website in any manner not expressly permitted herein. Moreover, you may not
  - 3.5.1. use any "deep link", "page scrape", "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Website or in any way reproduce or circumvent the

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- navigational structure or presentation of the Website to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Website, or
- 3.5.2. attempt to gain unauthorized access to any portion or feature of the Website, including, without limitation, the account of any User(s), any other systems or networks connected to the Website or its servers, to any of the Service offered on or through the Website, by hacking, password "mining", or any other illegitimate or prohibited means, or
- 3.5.3. probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website, or
- 3.5.4. reverse look-up, trace, or seek to trace any information on any User of or visitor to the Website, or
- 3.5.5. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website, the system, networks, or any systems or networks connected thereto, or
- 3.5.6. use any device, software, or routine to interfere with the proper working of the Website or transaction conducted on the Website, or with any other person's use of the Website, or
- 3.5.7. forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise true identity or the origin of any message or transmittal sent to the Operator on or through the Website, or
- 3.5.8. use the Website to collect e-mail addresses or other contact or personal information, or
- 3.5.9. market, co-brand, private label, use the Operator's name, logo or a name similar thereto on a different domain, separately distribute, resell, or otherwise permit third parties to access and use the Website, in whole or in part, without the express, separate and prior written permission of the Operator, or
- 3.5.10. use the Website in any other unlawful manner or in a manner that could be perceived to damage, disparage, or otherwise negatively impact the Operator.
- 3.6. Actual or attempted unauthorized use of this Website may constitute an offence or tort. The Operator reserves the right to view, monitor, and record activity on the Website, including, without limitation, by archiving notices or communications sent by the User through the Website. In addition, The Operator reserves the right, at any time and without notice, to modify, suspend, terminate or interrupt operation of or access to the Website, or any portion thereof, in order to protect the Website or the Operator's business.

### 4. USE OF THE SERVICE

- 4.1. Registration may require name, surname, e-mail address, telephone number and password. Only one authorized user can use one account. Multiple accounts registered by the same individual or entity are not permitted and may result in one, some or all accounts being closed by the Operator. By using the Website, you agree to keep your identification and password as confidential information. You also agree not to use another authorized user's account. The Operator cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. The Operator will not be liable for any damages caused by the theft, hacking activity or any other unauthorized use of your identification and password. Use of the Service is voluntary and free of charge. If the User chooses to register, the User is obliged to provide the Operator with true, accurate and complete information by filling them to registration form of the Website.
- 4.2. The User agrees to abide by all applicable local, state, national, and international laws and regulations with respect to use of the Website and the Service. In addition, the User acknowledges and agrees that use of the Internet and access to or transmissions or communications with the Website is solely at his/her own risk. The Operator is not responsible for security, or any breach thereof, of any information transmitted to or from the Website. The User agrees to assume all responsibility concerning activities related to his/her use of the Website, including but not limited to maintaining or backing up any data.
- 4.3. The User acknowledges that some of the Service and/or Software components may be provided by a third party and thus, there might be latency, error, malfunction, delay in data, etc. which the Operator has no control of. The Operator shall make all commercially reasonable efforts to make the Software and/or the Service available to the User. The Operator does not warrant that the Service and or/Software will be uninterrupted or error-free, or that defects in the Service and or/Software will be corrected and bears no liability in such events.
- 4.4. The User acknowledges that use of the Website and use of the Service require use of the User's personal data. The Operator processes personal data in accordance with its Privacy Policy. The User undertakes to read the Privacy Policy before providing any personal data on this Website.
- 4.5. If the User becomes aware of a breach or potential breach of security with respect to any personal data provided to the Operator or any unauthorized hacking of the Website, the User shall (i) immediately notify the Operator of such breach or potential breach, (ii) assist the Operator as reasonably necessary to prevent or rectify any such breach, and (iii) enable the Operator to comply with any applicable laws requiring the report on a security breach which leads to any infringement related to identifying personal data.
- 4.6. Although the Website may be accessible worldwide, not all features or the Service offered through or on the Website are appropriate or available for use in

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all countries. The Operator reserves the right to limit, in its discretion, the provision and quantity of any feature or the Service to any person or geographic area.

#### 5. LIMITATION OF LIABILITY

- 5.1. The Operator shall in no event be held liable to any party for any direct, indirect, implied, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of the Content, which is provided as is, and without warranties.
- 5.2. The User understands and agrees to assume total responsibility and risk for his/her use of the Website. The Operator provides the Website and related information "as is" and does not make any express or implied warranties, representations or endorsements whatsoever. The Operator specifically disclaims any implied warranties of title, merchantability or fitness for a particular purpose, and noninfringement with regard to the Website, the Service, the Software, any information or third-party information or links provided thereon. The Operator shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. In no event will the Operator be liable for any claims for damages (including direct, indirect, consequential or particular damages), even if advised of the possibility of such damages, arising out of your use of or personal dependence on this Website.
- 5.3. The Operator makes no representations whatsoever, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness or reliability of any third-party materials, programs, products displayed on such third-party website or which you may access through a link on such website. Any communication or any other dealings between the User and third party are solely between the User and such third party. Accordingly, the Operator expressly disclaims responsibility for the content, materials, accuracy, and/or quality of the information, products and/or service available through or advertised on these third-party websites.

## 6. FINAL PROVISIONS

- 6.1. The relationship between the User and the Operator is governed by the Terms effective on the date of actual use of the Website by the User. The rights and obligations of the parties are fulfilled upon the registration of the User.
- 6.2. The following provisions shall survive termination of these Terms: Intellectual Property Rights (Art. 3), Limitation of Liability (Art. 5) and any other provision of these Terms which by its nature shall remain effective after the termination hereof.
- 6.3. The legal relationship created hereunder will be governed by and construed in accordance with the laws of England and Wales.
- 6.4. The User may not assign any of the User's rights or obligations hereof to any third party without previous written consent of the Operator. The Operator may assign its rights and obligations under these Terms to any party and at any time, without notice to the User. These Terms represent the entire agreement between the User and the Operator with respect to use of the Website.
- 6.5. The Operator's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right under these Terms or at law.
- 6.6. Except as otherwise explicitly provided for herein, written communication or dealings between the parties include also communication or dealings by email without electronic signature.
- 6.7. If any part, term or provision hereof is held to be illegal or ineffective for any reason, neither the validity or effectiveness of the remainder shall be affected.
- 6.8. These Terms may be amended or supplemented unilaterally by the Operator from time to time. The new wording of the Terms takes effect upon their publication on the Website. If the User does not agree with new Terms, he/she shall cease to use the Website and the Service.
- 6.9. These Terms take effect on 23.08.2020.

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