

TERMS AND CONDITIONS OF WEBSITE USE

1. This website www.exclusivemarkets.com (the '**Website**') is operated by Exclusive Markets Ltd, of Suite 18, Third Floor, Vairam Building, Providence, Mahé, Seychelles. (the '**Company**').
 - a. Any client and/or visitor and/or user of the Company's website accepts unreservedly, by using the Website, the terms and conditions for its use as set out herein. These terms include the legal jurisdiction within which any legal issues arising from the operation of the site may be addressed. Any person who does not wish to accept these terms and conditions, or who knows, or ought to know, of any reason why these terms and conditions might not be capable of applying to their purposes, is not authorised to use this site. These terms apply to each and every visit that a user may make to this Website (the "**Terms and Conditions**").
 - b. Please note that these Terms and Conditions may be revised and updated from time to time without prior notice. Users are therefore advised to check periodically for any updates or changes. Continued use of the Website after any such modifications shall constitute unconditional acceptance of the revised Terms and Conditions.

2. Use of Interactive Forms

- a. The Website administrator may provide communication forms, message boards, and other interactive areas on the Website. The use of any such interactive form implies that the User bears sole responsibility for the communication made and any consequences arising from its publication.
- b. The User agrees and undertakes **not to engage in the following actions**:
 - Use any interactive form for purposes that violate applicable law.
 - Post material that infringes third-party intellectual property rights or privacy/publicity rights.
 - Post material that is illegal, obscene, defamatory, threatening, harassing, abusive, or offensive to third parties (natural or legal persons), as determined by the Website administrator at their discretion.
 - Post material containing "viruses," "malicious code," or any other elements that may damage or destroy the administrator's or users' files or software.
 - Post advertisements or other commercial content.

- Misrepresent anyone's identity.
- Engage in any action that restricts or prevents another person from using the interactive areas or the Website in general, or any action that, at the discretion of the Website administrator, may expose the administrator or users to legal liability or harm.

3. Security

- a. In order to ensure that this Website remains available to all Users, the Company may monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the Website. All Users expressly consent to such monitoring.
- b. Unauthorised attempts to modify, alter, deface, destroy or corrupt any information stored on this Website or this system, to defeat or circumvent any security features, to probe, scan or test for vulnerabilities, to breach security or authentication measures, to forge TCP/IP headers, to install or attempt to install unauthorised software, to mount Denial of Service attacks or to utilize this system for other than its intended purposes are expressly prohibited and may result in criminal prosecution.
- c. Any possible criminal activity will be reported, together with any evidence which may be gathered, to the appropriate authorities.

4. Disclaimer of Liability

- a. Every effort is made to provide useful, accurate, and complete information on this website; however, the Company cannot guarantee that there are no errors or omissions. The Website content is provided "as is," and the Company makes no claims, promises, or warranties express, implied, or statutory regarding the completeness, accuracy, timeliness, merchantability, non-infringement, or fitness of such content for any purpose, application, or use.
- b. Neither the Company, nor its employees, associates, or contractors, make any warranty of any kind that third-party rights or titles have not been infringed, nor any warranty of merchantability or fitness for a particular purpose. The Company does not guarantee that the Website, its pages, services, options, or content will be provided uninterrupted or error-free, that errors will be corrected, or that responses will be provided to all inquiries. Likewise, the Company does not guarantee that the Website or any other website or server (the "**Server**") through which the content is made available is free of viruses or other harmful components.

- c. No warranty of any kind is made with respect to the content of third-party websites linked from this site, and all liability of any sort is expressly disclaimed. Under no circumstances, including negligence, shall the Company be liable for any direct, indirect, special, incidental, consequential, or any other damages whatsoever including, without limitation, loss of use, data, revenues, or profits arising out of or in connection with the use of the Website, its information, or its services, which Users access on their own initiative and with full knowledge of these terms.
- d. The cost of any necessary servicing, repair, or correction shall be borne solely by the User and in no case by the Company.

5. Disclaimer of Endorsement

- a. This Website, and documents posted on it, may contain hypertext links or pointers to information created and maintained by other public and private organisations. The Company does not guarantee the accuracy, relevance, usefulness, timeliness, or completeness of any linked information.
- b. The inclusion of links or pointers to other sites is not intended to assign importance to those sites and the information contained in them, nor is it intended to endorse, recommend, or favor any views expressed, or commercial products or services offered on those sites, or the organisations sponsoring the sites, by trade name, trademark, manufacture, or otherwise.
- c. Any reference on the Website to specific commercial products, processes, or services, or the use of any trade, firm, or corporation name, is provided solely for the information and convenience of the Website's visitors and does not constitute or imply any endorsement, recommendation, or favor by the Company. Under no circumstances shall such information be construed as an offer, advice, legal consultation, or recommendation to enter into, establish, or maintain any contractual or business relationship (including, but not limited to, the opening of an account) with the Company, to purchase or sell any specific financial instrument or security, or to engage in any transaction whatsoever. The information provided also does not constitute professional advice of any kind, including, but not limited to, legal, tax, accounting, or financial advice.
- d. The views expressed by any individual within the web forum are solely those of the individual and do not reflect or represent in any way the views of the Company. Any investment or financial decision taken by a user shall be based entirely on their own independent assessment of their financial situation, investment objectives, and

personal interpretation of the available information. The Company strongly recommends that Users seek appropriate professional advice before making any investment or financial decisions.

6. Indemnification

- a. The User agrees to fully indemnify and hold harmless the Company, its employees, agents, suppliers, and third-party partners from any loss, expense, damage, or cost, including reasonable attorney fees, arising from any violation of these Terms and Conditions by the vUser.

7. Copyright

- a. All content on this site, as well as any content of documents provided to Users or clients (for example, newsletters) (the “**Content**”) is the property of the Company unless otherwise stated. References, links, or services on this Website that bear the trademarks or logos of other organizations, companies, or partners constitute the intellectual and industrial property of those entities, and they bear full responsibility for such content.
- b. This Website may include links or references to, or provide access to, other websites that are not under our control and are the sole responsibility of third parties (natural or legal persons). Any reference to a third-party website through a link from our Company’s Website does not imply any responsibility on the part of the Company for the content, privacy practices, accuracy, or services provided on such websites.
- c. Similarly, access to the Company’s Website through links found on third-party websites is beyond our control. The Company does not guarantee or make any representation regarding the accuracy, timeliness, or completeness of the information contained on such third-party websites and bears no responsibility for any damage or loss that may arise from their content or information.
- d. No user may copy, modify, publish, transmit, transfer, or sell, reproduce, create derivative works from, distribute, display, or in any way exploit any of the content, in whole or in part, except with the express written agreement of the Company. The Content shall be used only for personal use and not for commercial purposes.

8. Free services

- a. The Company provides a number of free services from its site, such as weekly newsletters, white papers, etc. There is no contract with the Company for any free

service, so no User can become a client by using any free service and the Company is not liable to any User in any way resulting from use of any free service.

9. Products and services purchased from the Company

- a.** The Company makes no representation and gives no warranty with respect to any of the products or services provided by the Company. It does not suggest any product or service is suitable for any particular use.
- b.** Documents may include technical inaccuracies or typographical errors.

10. Severability

- a.** If any of these terms are at any time held in any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

11. No Waiver

- a.** No waiver by the Company, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

12. Governing Law

- a.** These terms shall be governed by and construed in accordance with the Republic of Seychelles and the User explicitly accepts that only the Courts of Seychelles have jurisdiction to deal with any matter arising from or in any way, whether directly or indirectly, related the use of this website and, accordingly, the user explicitly waives all and any rights to bring any action of any sort in relation to this web site in any court anywhere else in the world.
- b.** If you identify any issues in the Website's content related to legal or ethical matters, particularly regarding reproduction and the use of intellectual property rights or for any other issue, please send an email to support@exclusivemarkets.com