

#### **TERMS & CONDITIONS OF USE**

### Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains unless expressly excluded by their own terms and conditions) and Wealthyhood (Wealthyhood Ltd), the owner and operator of this Website.

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **Website** means the website that you are currently using, wealthyhood.com, and any sub-domains of this site unless expressly excluded by their own terms and conditions. **User** or **Users** or **You** means any third party that accesses the Website and is not either (i) employed by Wealthyhood and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Wealthyhood and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

#### Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Wealthyhood, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms pan of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights, and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to



use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

- 2. You may, for your own personal non-commercial use only retrieve display and view the Content on a computer or mobile screen.
- 3. You must not otherwise reproduce, modify, copy, distribute, or use for commercial purposes any Content without the written permission of Wealthyhood.
- 4. You acknowledge that you are responsible for any Content you may submit or that is submitted under your account via the Website, including the legality, reliability appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam". You may not use a false email address or other identifying information, impersonate any person or entity, or otherwise mislead as to the origin of any content.
- 5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Wealthyhood for all claims resulting from Content you supply.

# **Prohibited use**

- 6. You may not use the Website for any of the following purposes:
  - **a.** in any way which causes, or may cause, damage to the Website or interferes with any other person's use of the Website;
  - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;



**c.** making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

## Registration

- 7. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 8. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
- 9. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- 10. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

#### **Password and security**

- 11. When you register on this Website, if you are asked to create a password, you should keep it confidential and not disclose or share it with anyone.
- 12. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

#### Links to other websites

- 13. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Wealthyhood or that of our affiliates.
- 14. We assume no responsibility for the content of such Websites and disclaim liability for



any and all forms of loss or damage arising out of the use of them.

15. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **Privacy Policy**

16. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference.

#### Disclaimers

- 17. Any online facilities, tools, services or information that Wealthyhood makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, neither Wealthyhood nor any third parties provide any warranty or guarantee (expressed or implied) as to the accuracy, timeliness, performance, compatibility, satisfactory quality, completeness or suitability of the information and materials found or offered on this website for any particular purpose. Wealthyhood is under no obligation to update information on the Website.
- 18. Whilst Wealthyhood uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 19. Wealthyhood accepts no liability for any disruption or non-availability of the Website.
- 20. Wealthyhood reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.
- 21. Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any



products, services, or information available through this website meet your specific requirements.

- 22. The Information is not directed at any person in the United States and this site is not intended to be used by any person in the United States unless they have applicable US exemptions. Accordingly, all persons who access this site are required to inform themselves of and to comply with all applicable restrictions in their home country.
- 23. The distribution of the information contained on this website may be restricted by law in certain jurisdictions and, accordingly, persons who access it are required to inform themselves of and comply with any such restrictions. Persons interested in acquiring any investment should inform themselves as to: (i) the legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition; (ii) any foreign exchange control requirement which they might encounter on the acquisition or sale of investments; and (iii) the income tax and other tax consequences which might be relevant to the acquisition, holding or disposal of any investment.
- 24. The information on this website does not constitute an offer to sell securities or a solicitation of an offer to buy securities and is provided for information purposes only. Further, none of the information contained on this website is a recommendation to invest in any securities. The information on this website shall not be deemed to constitute advice and should not be relied on as such to enter into a transaction or for any investment decision. It is not the intention to make available the material on this website in any territories where to do so would be unlawful. Wealthyhood does not render investment, financial, legal, or accounting advice. Past performance is no guarantee of future results. Any historical returns, expected returns, or probability projections may not reflect actual future performance. All investments involve risk and may result in loss, including loss of principal. You should take into careful consideration all relevant documentation that accompanies any information provided on this website.
- 25. Wealthyhood does not select, modify or otherwise exercise control over the content published by users, except on the ground of having the power to remove material which is illegal, defamatory or in breach of copyright or at the request of a regulatory body or where the law requires us to do so.
- 26. The information contained in the Website is only available to and directed only at



persons to whom such information may lawfully be promoted, according to the applicable law of User's jurisdiction. The information must not be relied or acted upon by any other persons.

- 27. The user acknowledges that: (a) he or she is solely responsible for the evaluation of the business and financial information published to the Website; (b) the Confidential Information supplied does not imply a representation, warranty or guarantee (express or implied) as to its accuracy and completeness; (c) the Confidential Information supplied in no way constitutes an offer for Subscription; and (d) the Confidential Information may not be relied on for any purpose.
- 28. User agrees that he or she (i) has accessed the Website on an unsolicited basis, unless specific advice has been provided to him or her by an authorized person and (ii) that any further access to this Website or separate approach to Wealthyhood is at User's own initiative.

# Limitation of liability

- 29. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 30. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 31. To the maximum extent permitted by law, Wealthyhood accepts no liability for any of the following:
  - **a.** any business losses. Such as loss of profits, income, revenue, anticipated savings, business contracts, goodwill or commercial opportunities;
  - b. loss or corruption of any data, database or software;
  - c. any special, indirect or consequential loss or damage.

#### General



- 32. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 33. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 34. These terms and conditions together with the Privacy Policy, website disclaimers and any additional documents and terms that will be made available to and accepted by the User contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- **35**. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 36. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 37. Unless otherwise agreed, no delay, act or commission by a party in exercising, any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 38. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.