# Website Terms of Use

## WHO WE ARE AND HOW TO CONTACT US

- This site, www.ifcrypto.com, is operated by IFC Trading FZCO (trading as "IF Crypto" (the "Company", "we", "us")). The Company offers this website, including all information, tools and services available from this site to you, the user, conditional to your acceptance of all terms, conditions, policies and notices stated here.
- 2. To contact us, please email us at: <u>Support@ifcrypto.com</u> or use our live chat function which can be accessed by clicking the 'Chat' button at the bottom right of the screen when on this site.

#### BY USING OUR SITE YOU ACCEPT THESE TERMS

- 3. By using our site, you confirm that you accept these terms and that you agree to comply with them (the "**Website Terms**"). If you do not agree to the Website Terms, then you must not use our site.
- 4. We recommend that you print a copy of these terms for future reference.
- 5. We amend these Website Terms from time to time. Every time you wish to use our site, please check these Website Terms to ensure you understand the terms that apply at that time.

#### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- 6. These Website Terms refer to the following additional terms, which also apply to your use of our site:
- 7. Our Privacy Policy

Where you purchase services from our site the following terms will apply:

- IF Crypto Agreement (available at the funded stage)
- Our Disclaimers & Legal Information

WE MAY MAKE CHANGES TO OUR SITE OR SUSPEND OR WITHDRAW OUR SITE

- 7. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.
- 8. Our site is made available free of charge.
- 9. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the

availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

10. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 11. If you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 12. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 13. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at <a href="mailto:Support@ifcrypto.com">Support@ifcrypto.com</a>.

## HOW YOU MAY USE THE MATERIAL ON OUR SITE

- 14. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 15. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use.
- 16. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 17. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is usergenerated).
- 18. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 19. If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO TEXT OR DATA MINING, OR WEB SCRAPING

- 20. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):
- 21. Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- 22. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 21. The provisions in this clause should be treated as an express reservation of our rights in this regard.
- 22. This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

# **PROHIBITED USES**

23. In addition to other restrictions set forth in these Website Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances: (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the site or any related Services for violating any of the prohibited uses set out in this clause or more generally in these Website Terms.

# DO NOT RELY ON INFORMATION ON THIS SITE

24. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain

professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

25. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO OUR SITE

26. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

## USER-GENERATED CONTENT IS NOT APPROVED BY US

- 27. The site may from time to time include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 28. If you wish to complain about any content on the site, please contact us on at Support@ifcrypto.com

#### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

29. Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms of Service.

30. If you are a business user:

• We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- · loss of anticipated savings;
- · loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### 31. If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

#### HOW WE MAY USE YOUR PERSONAL INFORMATION

32. We will only use your personal information as set out in our Privacy Policy

# WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- 33. We do not guarantee that our site will be secure or free from bugs or viruses.
- 34. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 35. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

# WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

36. These terms of use, their subject matter and their formation (and any noncontractual disputes or claims) are governed by the laws of Dubai. We both agree to the exclusive jurisdiction of the courts of Dubai.