



Terms and Conditions

This agreement applies as between you, the User of this website and CFS-Global BV, Troepiaalweg 19-A, Julianadorp, Curaçao (hereinafter referred to as "we" or "CFS-Global"), the operator(s) of this website. 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.

1. Acceptance

- 1.1. Please read these Terms and Conditions, our privacy and cookie policy, (collectively, the "terms") carefully, as they contain terms and conditions that impact your rights, obligations and remedies in connection with your use of the services and content.
- 1.2. Your access to and use of our website is conditioned on your acceptance of and compliance with all applicable terms.
- 1.3. We reserve the right to change these terms at any time.
- 1.4. By accessing, browsing and/or using our website after updates to these terms have been posted, you agree to be bound by the updated terms.

2. General Conditions

- 2.1. We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- 2.2. We make material changes to these terms and conditions from time to time, we may notify you by posting a notice of such changes on our website.
- 2.3. The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with our website, subject to all the terms and conditions of this Agreement as they apply to the Service.

3. License to use website

- 3.1. We may provide you with certain information because of your use of the website. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the website ("Our Materials").
- 3.2. Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the website and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the website or at the termination of this Agreement.

4. Intellectual Property

- 4.1. Our Materials included on the website, including, but not limited to, text, graphics, logos, icons, images, data compilations, page layout, underlying code and software is the property of CFS-Global, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable Curacao and International intellectual property and other relevant laws.
- 4.2. You may not reproduce, copy, distribute, store or in any other fashion re-use Our Materials from unless otherwise indicated on the website or unless given express written permission to do so.
- 4.3. To make the website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the website. We claim no proprietary rights in your Content.

5. User Obligations

- 5.1. As a user of the website, you may be asked to supply personal data or content to us. You are responsible for ensuring the accuracy of this information. You must not share such information



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with any third party, and if you discover that your information has been compromised, you agree to notify us immediately in writing. An email notification will suffice.

- 5.2. You are responsible for maintaining the safety and security of your information as well as keeping us apprised of any changes to your information. Providing false or inaccurate information or using the website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

6. Privacy

- 6.1. For the purposes of applicable data protection legislation, we will process any personal data you have provided to us in accordance with our Privacy Policy.
- 6.2. You agree that, if you have provided us with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to us and (2) that you have brought to the attention of any such third party our Privacy Policy.
- 6.3. You agree to indemnify us in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

7. Acceptable Use

- 7.1. You agree not to use the website for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the website in any way that could damage the website, Services, or general business of CFS-Global.
- 7.2. You further agree not to use the website:
 - 7.2.1. To harass, abuse, or threaten others or otherwise violate any person's legal rights.
 - 7.2.2. To violate any of our intellectual property rights or any third party.
 - 7.2.3. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
 - 7.2.4. To perpetrate any fraud.
 - 7.2.5. To publish or distribute any obscene or defamatory material.
 - 7.2.6. To publish or distribute any material that incites violence, hate, or discrimination towards any group.
 - 7.2.7. To unlawfully gather information about others.

8. Assumption of Risk

- 8.1. The website is provided for communication purposes only. You acknowledge and agree that any information posted on our website is not intended to be any form of advice, and no fiduciary relationship has been created between you and us.
- 8.2. You further agree that your purchase of any of the services on the website is at your own risk. We do not assume responsibility or liability for any advice or other information given on the website.

9. Reverse engineering and security

- 9.1. You agree not to undertake any of the following actions:
 - 9.1.1. Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the website.
 - 9.1.2. Violate the security of the website through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.

10. Indemnification

- 10.1. You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable legal fees, which may



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arise from or relate to your use or misuse of the website, your breach of this Agreement, or your conduct or actions.

- 10.2. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

11. Disclaimers

- 11.1. We make no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate.
- 11.2. We make no guarantee of any specific results from the use of our website.

12. Spam Policy

You are strictly prohibited from using the website or any of our Services for illegal spam activities, including gathering email addresses and personal data from others or sending any mass commercial emails.

13. Third-party links and content

We may occasionally post links to third-party websites or other services. You agree that we are not responsible for any loss or damage caused because of your use of any third-party services linked to or from Our website.

14. Modification and variation

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

15. Availability of the website

- 15.1. The website is provided "as is" and on an "as available" basis. We give no warranty that the website will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 15.2. We accept no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

16. Limitation of Liability

- 16.1. To the maximum extent permitted by law, CFS-Global accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website or any information contained therein. Users should be aware that they use the website and its Content at their own risk.
- 16.2. Nothing in these terms and conditions excludes or restricts CFS-Global's liability for death or personal injury resulting from any negligence or fraud on the part of CFS-Global.



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17. Entire agreement

This Agreement constitutes the entire understanding between the Parties concerning any use of this website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this website.

18. Term, Termination and Suspension

18.1. We may terminate this Agreement with you at any time for any reason, with or without cause.

18.2. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

19. No Warranties

19.1. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the website will meet your needs or that the website will be uninterrupted, error-free, or secure.

19.2. We also make no warranties as to the reliability or accuracy of any information on the website.

19.3. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the website is your sole responsibility and that we are not liable for any such damage or loss.

20. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

21. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

22. Severance

Each of the conditions of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

23. Law and Jurisdiction

These terms and conditions and the relationship between you and CFS-Global shall be governed by and construed in accordance with the Law of Curacao and CFS-Global and you agree to submit to the exclusive jurisdiction of the Courts of Curacao.