

## **Website Terms and Conditions**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, do not access or otherwise use this site, any services available through this site or any information contained on this site.

## **Other Applicable Terms – Privacy**

These terms of use refer to our Privacy Policy, the current version of which is published on our website and sets out the terms on which we collect and process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.

## **Changes And Updates To Our Terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

## **Information About Us**

[www.tokininvest.capital](http://www.tokininvest.capital) is operated and maintained by Tokinvest, a company organised and existing under the laws of the United Arab Emirates, license no DMCC-928046 and with its principal office at Unit No: ALMAS-48-CV108, ALMAS Tower, Jumeirah Lakes Towers, Dubai (“We”).

## **Dynamic WebSite Content**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **Accessing Our Site**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the site without notice. We will not be liable to you if for any reason the site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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

### **Proprietary Rights**

We are the owner or licensee of all intellectual property rights on 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.

You must not use any part of the content on our site for commercial or business purposes without obtaining a licence to do so from us or our licensors.

### **Fees**

Our site is made available free of charge however the provision of services, including regulated brokerage services, is provided on the basis of an agreed and additional terms and conditions and fee structures that can be made available to as part of our client intake process.

### **No Reliance, Advice or Formal Legal Relationship**

The content on our site is provided for general information only. It is not intended to amount to advice (including investment or legal 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.

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.

Your use of the site does not create or constitute the formation of a client relationship with us.

### **Liability Exclusions and Limitations**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by relevant law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on them, whether express or implied.

We will not be liable to any user 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.

We will not be liable for any loss of profits, revenues or anticipated savings (in each case whether direct or indirect), trading losses, or for any consequential, punitive, special or indirect loss or damages whatsoever (including, without limitation, damages for business interruption, loss of business, or other pecuniary loss) arising out of the use of or inability to use our site, even if we have been advised of the possibility of such damages.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **Malware and Usage**

We do not guarantee that our site will be secure or free from bugs or malware.

You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own malware protection software.

When using this Site, you agree not to (i) use any robot, spider, scraper or other automated means to access the Site; (ii) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (iii) Post anything contrary to our public image, goodwill or reputation; or (iv) Use the Site for any unlawful or unauthorized purposes.

### **Contact**

If you have any queries please contact us at [Contact@tokinvest.capital](mailto:Contact@tokinvest.capital)

### **Third Party Links And Resources In Our Sites**

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 content of those sites or resources.

### **Applicable Law and Entire Agreement**

These Terms are the entire agreement between you and Tokinvest for your access to and use of our website.

These Terms are governed by, given effect to and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the UAE applicable in Dubai, and each of the parties to the Contract agrees to submit to the non-exclusive jurisdiction of the Dubai courts with regard to any claim or matters arising under these Terms.