



# DPFunded

## Website Terms and Conditions

Updated on 27 September 2024

## **1. INTRODUCTION**

- 1.1. All access to and/or usage of this website is subjected to and governed by this website Terms and Conditions (“Terms and Conditions”). The information on this website is not directed at:
  - (a) the nationalities set forth in the pop-up compliance disclosure and the website footer; and
  - (b) any person in any country or jurisdiction whereby such distribution or use would be contrary to local statutes or regulations.
- 1.2. You should read this Terms and Conditions thoroughly. If you do not agree to be bound by this Terms and Conditions, you shall not access and continue to use the website.
- 1.3. By using our website, you acknowledge that you have read, fully understood and accepted the following:
  - (a) this Terms and Conditions; and
  - (b) the Privacy Policy available on DP Funded’s website.
- 1.4. We use cookies on our website to customize the information and experience displayed on our website according to your preferences. By accessing the website, you acknowledge that you have agreed to our use of cookies.

## **2. USER’S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

- 2.1. As a user of the website (hereinafter referred to as “User” or “you”), you herein acknowledge, understand and agree that:
  - (a) you are an individual of sound mind, full age and legal competence;
  - (b) you have the full power and lawful authority to observe and perform the responsibilities mentioned in this Terms and Conditions;
  - (c) you are not accepting the Terms and Conditions under duress, or otherwise persuaded or forced to accept this Terms and Conditions;
  - (d) you have read, understood and undertake to comply with this Terms and Conditions, and the documents mentioned in Clause 1.3.
- 2.2. Further, you represent and warrant to DP Funded not to perform any of the following acts in relation to the website:

- (a) upload, post, transmit, and/or otherwise make available any content that shall be deemed as unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- (b) forge captions, headings or titles or offer any content that you personally have no right pursuant to any law nor having any contractual or fiduciary relationship with;
- (c) upload, post, transmit, or offer any such content that may infringe any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- (d) upload, post, transmit, or offer any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- (e) upload, post, transmit, or offer any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- (f) upload, post, transmit, or offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- (g) disrupt the normal flow of communication, or act in any manner that would negatively affect other users' ability;
- (h) interfere with or disrupt any DP Funded's services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- (i) intentionally or unintentionally violate any local, state, federal, national or international laws, any rules or regulations of any nation or other securities exchange;
- (j) stalk or harass another individual;

- (k) collect or store any personal data in relation to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs;
- (l) replicate, duplicate, copy, trade, sell and/or exploit for any commercial reason any part of, and/or use of, and/or access granted to the website;
- (m) establishing a link in such a way so as to suggest any form of association, approval or endorsement on our part where none of such connection exists;
- (n) use our domain name or any part of it for any use which is not authorised by DP Funded;
- (o) misuse our website by knowingly introducing viruses, trojans, worms, logic bombs and/or other materials that are malicious or technically harmful;
- (p) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the website; and
- (q) use any network monitoring or discovery software to determine the website architecture, or extract information about usage, individual identities or users.

### **3. DP FUNDED'S RIGHTS AND RESPONSIBILITIES**

#### **3.1. DP Funded reserves our rights to:**

- (a) suspend, modify, amend and or cancel any access to the website;
- (b) remove and/or delete any such content that would violate the Terms and Conditions or which would otherwise be considered offensive to other visitors and/or users;
- (c) access, preserve and/or disclose member account information if it is requested to do so under any applicable regulations or in good faith:
  - (i) to comply with any law, regulatory authority or court orders;
  - (ii) to enforce the Terms and Conditions;
  - (iii) to respond any claim that the website contained content which is in violation of the rights of any third party;
  - (iv) to respond requests from customer service; and

- (v) to protect the rights, property or the personal safety of DP Funded, its visitors and users, including the general public;
  - (d) include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to the usage guidelines and regulations established by DP Funded or any other content providers supplying content services to DP Funded; and
  - (e) prohibit any unauthorised reproduction, publication, distribution and/or exhibition of any information or materials supplied by our website, despite whether such act was done in whole or in part.
- 3.2. The website is provided on "as is" and/or "as available" basis. DP Funded does not provide any form of representation or warranty that the website will be secure or free from bugs and/or viruses nor that the website is fit for any purposes.

#### **4. AMENDMENTS, SUSPENSION AND WITHDRAWAL OF WEBSITE**

- 4.1. You acknowledge that DP Funded reserves the right to amend or update this Terms and Conditions at any time without prior notice to you. The amendments to the Terms and Conditions shall become effective immediately and shall be legally binding on you upon publishing of the Terms and Conditions on DP Funded's website. Your continued usage of the website, after the posting or publication of any such updates, changes, and/or modifications shall constitute as your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Terms and Conditions should be made by you to ensure that you are aware of all the Terms and Conditions that are currently in effect. In the event you do not agree with the updated, revised or modified terms, you should stop using the website forthwith.
- 4.2. DP Funded does not guarantee that the website (including any content and links thereto) will always be available, uninterrupted or free from virus or bugs. We may suspend, withdraw and/or restrict the availability of the website or a part of it for business, operational or other reasons without any prior notice to you.
- 4.3. We shall not be liable for any direct or indirect loss or damages due to:
- (a) any faulty or inaccessibility to our website

- (b) your use of our website; and
- (c) your use of any equipment or software in connection with the website.

## **5. DISCLAIMERS, EXCLUSION CLAUSES AND RISK WARNINGS**

5.1. Any investment information displayed on the website shall not constitute as any investment, tax, legal, regulatory or financial advice and has no regard to specific investment objectives, financial situations or the User's particular needs. The User understands and acknowledges that:

- (a) all information published on DP Funded's website is addressed to the general public solely for information purposes;
- (b) mere explanation of the terms, transactions or its performance characteristics does not tantamount to any advice on the merits of the investment;
- (c) you should obtain professional advice before taking or refraining from taking any action on the basis of the content on our site; and
- (d) DP Funded expressly disclaims liability for any errors, virus, interruptions, losses, damages or inaccuracies in the information, products and/or services provided through the website.

5.2. DP Funded may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on DP Funded's website and other media and or/ received by the User. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While DP Funded took all reasonable efforts to ensure the accuracy and completeness of the information, DP Funded makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The User shall only use the Material for personal use and shall not reproduce, copy, redistribute, license the Material without DP Funded's consent.

- 5.3. As DP Funded or any third parties may provide links to other websites and/or resources, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising and/or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that DP Funded shall not be responsible or liable, whether directly or indirectly, for any such damage or loss which may be a result of, or caused or alleged to be caused by or in connection with the use of or the reliance on any such content made available on or through any such site or resource.
- 5.4. Further, you herein expressly acknowledge and agree that:
- (a) the use of DP Funded's website is solely at your own risk. Our website and products and/or services shall be provided on an "as is" and/or "as available" basis. DP Funded and our subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim any and/or all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement;
  - (b) any information or material downloaded or otherwise obtained by or from DP Funded's website shall be accessed solely on your discretion and risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material;
  - (c) no advice and/or information, despite whether written or oral, that may be obtained by you from DP Funded or by way of and/or from our services or website shall constitute any warranty or representation;
  - (d) not all products and services referred to on this website are provided by us;
  - (e) live chat and instant messaging conversations are recorded and may be used for compliance or training purposes; and

- (f) conversations on live chat and instant messaging is for your general information only and DP Funded is not soliciting any action based upon it.

## **6. CONFIDENTIALITY**

- 6.1. DP Funded may record all communications between you and us in any forms, including but not limited to telephone calls, emails, faxes, online chatting messages, mobile messages, notice letters (“Information”) for quality monitoring, training, regulatory and compliance purposes.
- 6.2. The User and DP Funded agree and undertake with each other to keep confidential and not disclose to any person, other than that party’s professional advisers, directors, officers or employees, any of the Information provided to it by the other party which in any way relates to this Terms and Conditions and the matters contemplated herein except:
  - (a) with the prior written consent of the other party respectively;
  - (b) as may be required by law, any regulatory authority or any stock exchange;
  - (c) as may be required to investigation or prevention of any illegal activity;
  - (d) execution venues or any third party as necessary to carry out trading transactions and for purposes ancillary to the provision of the products and/or services;
  - (e) in accordance with the order of a court of competent jurisdiction; or
  - (f) with the User’s consent.
- 6.3. The User agrees not to use any of the information provided by DP Funded in any way other than to perform any obligations and rights under the Terms and Conditions.

## **7. DP FUNDED’S INTELLECTUAL PROPERTY RIGHTS**

- 7.1. You herein acknowledge, understand and agree that the trademarks, copyright, trade name, service marks, and other DP Funded’s logos and any brand features are and shall remain the sole and exclusive property of DP Funded and/or its third-party service providers and/or DP Funded’s licensors.



- 7.2. DP Funded herein has granted you the personal, non-transferable and non-exclusive rights and/or licence to access to our website and you undertake not to:
- (a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence, make commercial use or commercially exploit the website or its source code;
  - (b) publish, distribute, make available or link to third parties any information derived from the website;
  - (c) remove or destroy any copyright notices;
  - (d) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the website;
  - (e) create or use any domain name, which contains the same words or identically similar words to our domain name;
  - (f) display and/or use in any manner DP Funded's logo or marks without obtaining DP Funded's prior written consent; and
  - (g) use the website in any manner not permitted by this Terms and Conditions.

## **8. INDEMNITY**

- 8.1. Save as otherwise expressly provided herein, you agree and undertake with DP Funded to indemnify and hold DP Funded, DP Funded's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that DP Funded, or to which that DP Funded becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfillment of or failure to perform any covenant or obligation contained in the Terms and Conditions by you.
- 8.2. You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

## **9. COVERING LAW AND JURISDICTION**

- 9.1. This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of Vanuatu.
- 9.2. Nothing in this Terms and Conditions shall limit or prohibit DP Funded's right to initiate legal proceedings against the User in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

## **10. MISCELLANEOUS**

- 10.1. Without prejudice to any other rights or remedies a party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Terms and Conditions and the parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Terms and Conditions.
- 10.2. No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 10.3. If any provision of this Terms and Conditions or the application thereof to any situation or circumstance shall be rendered invalid or unenforceable, the remainder of this Terms and Conditions shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent and DP Funded has the option to either remove the invalid or unenforceable provision or to replace the invalid or unenforceable provision with valid and enforceable provision.
- 10.4. Unless otherwise provided, the rights and remedies provided in this Terms and Conditions are cumulative and not exclusive of any right or remedy otherwise provided by law.
- 10.5. The official language of this Terms and Conditions shall be English. DP Funded may provide this Terms and Conditions in other languages for information

purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and Conditions and any other language version, the English version shall prevail.

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