

# **BAMBOO SYSTEMS TECHNOLOGY LIMITED**

## **TERMS AND CONDITIONS**

**LAST REVISED ON: 31<sup>st</sup> OCTOBER 2022**

### **1. ACCEPTANCE OF TERMS AND CONDITIONS.**

a. **Introduction.** These terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms**”) govern your access and use of Website <https://investbamboo.com> and its subdomains (collectively, “**Website**”) or using or downloading our mobile application (the “**Bamboo App**”), including any content, component, functionality and/or service offered on or through Website or Bamboo App (collectively and together with Website and Bamboo App, the “**Platform**”) owned or controlled by Bamboo Systems Technology Limited (“**Company**” or “**Bamboo**” or “**we**” or “**our**” or “**us**”), whether as a guest or registered user of the Platform (a “**user**” or “**User**”). All reference to “**you**” or “**your**,” as applicable, mean a user and/or the Person who accesses, uses and/or participates in Platform in any manner, and such Person’s heirs, assigns, and successors. If you use Platform on behalf of an entity, “**you**” or “**your**,” as applicable, means that entity and its affiliates and their respective directors, officers, employees, and agents.

b. **Acceptance of these Terms.** BY USING OR DOWNLOADING THE BAMBOO APP OR ACCESSING OR USING WEBSITE YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING TERMS ON YOUR OWN BEHALF AND ON BEHALF OF ANY ORGANIZATION YOU REPRESENT. IF YOU DO NOT AGREE TO THESE TERMS (OR ANY UPDATES TO OR MODIFIED VERSIONS THEREOF), YOU SHOULD DISCONTINUE USE OF PLATFORM IMMEDIATELY. YOU ALSO UNDERSTAND AND ACCEPT THAT BY USING THE STATIC ACCOUNT PAYMENT CHANNEL (“**PAYMENT CHANNEL**”) ON THE PLATFORM/ THE WEBSITE (AS MAY BE APPLICABLE) TO FUND YOUR WALLET ON THE PLATFORM/WEBSITE (“**BAMBOO WALLET**”), YOU ARE AGREEING TO THE CONVERSION OF NIGERIAN NAIRA TO UNITED STATES DOLLARS AT THE PREVAILING MARKET RATE OF EXCHANGE AS DETERMINED BY BAMBOO FROM TIME TO TIME. YOU ALSO ACCEPT SOLE RESPONSIBILITY FOR CONFIRMING THE PREVAILING MARKET RATE OF EXCHANGE PRIOR TO INITIATING THE PAYMENT CHANNEL TO YOUR BAMBOO WALLET. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PROCEED IN USING THE PAYMENT CHANNEL

c. **Acceptance of terms of Static Account Payment Channel.** YOU ALSO UNDERSTAND AND ACCEPT THAT BY USING THE STATIC ACCOUNT PAYMENT CHANNEL (“**PAYMENT CHANNEL**”) ON THE PLATFORM/ THE WEBSITE (AS MAY BE APPLICABLE) TO FUND YOUR WALLET ON THE PLATFORM/WEBSITE (“**BAMBOO WALLET**”), YOU ARE AGREEING TO THE CONVERSION OF NIGERIAN NAIRA TO UNITED STATES DOLLARS OR ANY OTHER CONVERSION OF ONE CURRENCY TO ANOTHER CURRENCY AT THE PREVAILING MARKET RATE OF EXCHANGE AS DETERMINED BY BAMBOO FROM TIME TO TIME. YOU ALSO ACCEPT SOLE RESPONSIBILITY FOR CONFIRMING THE PREVAILING MARKET RATE OF EXCHANGE PRIOR TO INITIATING THE PAYMENT CHANNEL TO YOUR BAMBOO WALLET. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PROCEED IN USING THE PAYMENT CHANNEL

d. **Your Duty to Regularly Review these Terms.** Your use of Platform is governed by the version of the Terms in effect on the date Platform is accessed by you. Company may modify these Terms at

any time and without prior notice. You should review the most current version of these Terms by visiting Platform and clicking on the Terms and Conditions hyperlink.

e. **Third-Party Provider Services.** The Platform may offer you the option to enter into relationships and agreements with Third-Party Providers for access to additional services, such as, for example, to purchase and sell publicly traded securities on stock exchanges in various jurisdictions. As a condition to having access to those Third-Party Provider services, you may be required to enter into various agreements with a Third-Party Provider such as, for example, any customer, service or account agreements.

## 2. DEFINITIONS.

- “**Affiliate**” means, with respect to any Person (as defined below), any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person.
- “**Third Party**” means any Person other than Bamboo or its Affiliates.
- “**Third-Party Provider**” means any Third Party providing any Content (as defined in Section 3) for the Platform.
- “**Person**” means individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution, or other entity.

## 3. GENERAL.

Platform may include or make available certain content (the “**Content**”), which includes, without limitation: (1) account positions, balances, transactions, confirmations, and order history; (2) general news and information, commentary, educational material and information and data concerning the financial markets, securities and other subjects; (3) market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations;

(4) financial and investment trading systems or other interactive tools, such as alerts or calculators; (5) tax preparation, bill payment and account management tools; (6) company names, logos, product and service names, trade names, trademarks and services marks (collectively, “**Marks**”) owned by Company, and Marks owned by Third-Party Providers (defined below); and (7) any other information, content, services, or software, including that which is accessible through the Bamboo App. Certain Content is supplied, distributed, provided or delivered by a Third-Party Provider (the “**Third-Party Content**”) such as information, services or software, made available by, through or on the Platform, social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the “**Forums**”). Third-Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers’ websites.

## 4. CONTENT

Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Neither Company nor the Third-Party Providers have undertaken any duty to update any such information. The Company does not prepare, edit, or endorse Third-Party Content. The Company does not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third-party sites. You will not hold Company and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by (i) any error or delay in the transmission of such Content; (ii) interruption in any such Content due either to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or

other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), (iii) to any other cause beyond the reasonable control of Company and/or Third-Party Provider, or (iv) non-performance.

## 5. **LEGAL RESIDENTS.**

You must be at least 18 years of age to become a user of Company. You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into, and abide by, the contract created by these Terms of Use. The Content and the Service are intended for Nigerian residents presently accessing the Service from within Nigeria. The Content and the Service shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

## 6. **ACCOUNTS.**

In order to access or use some of the features on Platform, you will be required to log-in to and create an account (your “**Account**”) at <https://investbamboo.com> or the Bamboo App. Platform’s practices governing any resulting collection and use of your personal information are disclosed in our Privacy Notice which can be found here <https://investbamboo.com/legal>. You will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that:

- A. You are eighteen years of age and otherwise comply with applicable law;
- B. You will not use a username (or e-mail address) that is already being used by someone else, that infringes the intellectual property or other right of any person or entity, or is offensive;
- C. You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process;
- D. You are solely responsible for all activities that occur under your Account, password, and username;
- E. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your mobile device so that others may not access any password protected portion of Platform using your name, username, or password;
- F. Certain parts of Platform are protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of Platform, or to any other protected materials or information, through any means not intentionally made available by Company for your specific use;
- G. You will immediately notify us of any unauthorized use of your Account, password, or username, or any other breach of security; and
- H. You will not sell, transfer, or assign your account or any Account rights.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, with or without advance notice and without liability. The Terms and any other documents, policies or agreements referenced or incorporated herein will continue to apply until terminated

by either you or Company. If you choose to terminate your use of Platform, you may do so by contacting us by email or through the Bamboo App. Once your use of Platform is terminated, your ability to log in will be immediately deactivated. If you terminate your use of Platform, you will remain obligated to pay any outstanding fees, such as any commissions, if any, relating to your use of Platform or a result of any other agreements that you may have with Company or its Affiliates. If you have any questions or trouble terminating the use of Platform, you can contact us by email or through the Bamboo App. Company may continue to maintain information about a customer after their use of Platform is terminated only to the extent necessary to comply with applicable laws and to further legitimate business needs. The Bamboo App is intended to be a supplement, not a replacement to your Account. All agreements and disclosures that you have entered into in connection with or that apply to your Account with Company and each and every current and future affiliate of Company also apply to the Bamboo App and your use thereof.

## 7. **PROHIBITED USES.**

In connection of your use of Platform you agree and represent you will not engage in any Prohibited Use (as defined below). We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Account(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with or engaging in a Prohibited Use.

Without limitation, you agree not to do any of the following:

- A. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- B. harm minors in any way;
- C. impersonate any person or entity, including, but not limited to, (i) a Company or Third-Party manager, employee, agent, or representative or (ii) forum leader, guide or host;
- D. falsely state or otherwise misrepresent your affiliation with any person or entity;
- E. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- F. upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- G. upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- H. upload, post, or transmit unsolicited commercial email or "SPAM," including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as:

- a. sending mass email to recipients who haven't requested email from you or with a fake return address;
  - b. promoting a site with inappropriate links, titles, or descriptions; or
  - c. promoting any site by posting multiple submissions in forums that are identical;
- I. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - J. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
  - K. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
  - L. “stalk” or otherwise harass another;
  - M. collect or store personal data about other users of the Service;
  - N. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
  - O. promote, offer for sale or sell any security or item, good or service that
    - a. violates any applicable federal, state, or local law or regulation,
    - b. you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or
    - c. Company or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
  - P. use the Forums as a forwarding service to another website; or
  - Q. access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

(collectively, the “**Prohibited Uses**”).

## **8. INTELLECTUAL PROPERTY RIGHTS**

Trademarks and logos are the property of their respective owners and do not represent endorsements of any kind. Unless otherwise noted, Company and its affiliates are not partners, affiliates or licenses of these companies. Except as otherwise specifically provided in these Terms and Conditions, you may not download or save a copy of the Service or any portion thereof, for any purpose. You may, however, print a copy of individual screens appearing as part of the Service solely for your personal, non-commercial use or records, provided that any marks, logos or other legends that appear on the copied screens remain on,

and are not removed from the printed or stored images of such screens. All title and intellectual property rights in and to the Content of the Linked Sites is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

**9. MEANS OF ACCESS.**

Website is generally intended to be viewed by a conventional web browser with a screen resolution of 800 by 600 pixels or greater. Platform is meant to be viewed by a mobile phone with an Android or iOS operating system. Although you may use other means to access Platform, be aware that Platform may not appear accurately through other access methods, and you use them only at your own risk. You should not access the Platform through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by Company. You understand that to receive electronic deliveries, you must have internet access, a valid e-mail address, the ability to download and have ongoing access to applications as Company may specify and a printer or other device to download and print or save any information you may wish to retain.

**10. ACCOUNT SECURITY.**

You are responsible for ensuring the safety of your Account.

We recommend that you use appropriate, up-to-date security software and definitions to reduce the risk that your system will be susceptible to unauthorised access and intrusion.

You must install the latest version of any mobile applications that we publish from time to time. These updates often include improved security or fixes for recently discovered vulnerabilities.

You agree that neither Company nor any of our group companies, directors, staff, agents, suppliers or contractors will have any liability, of whatever nature and howsoever arising, for any Loss arising as a result of your failure to keep your Company Account (including login and password details) secure, or from any unauthorised access to your Company Account as a result of malicious code (such as viruses or Trojans) or your failure to update to the latest version.

We will take reasonable steps consistent with our legal duties to protect your Company Account and secure it, however we are not liable for security breaches that may occur where we have complied with those obligations.

**11. MONITORING AND RECORDING.**

Company reserves the right to view, monitor, and record activity on our sites without notice to or permission from you. You authorize Company to use vendors to verify your identity or information provided by you. Any information obtained by monitoring, reviewing, or recording activity on Platform is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity as well as by any regulatory agency or self-regulatory body with supervisory authority over Company. Company will also comply with all U.S. federal or state court orders involving requests for such information. Company reserves the right to record all telephone calls, chat, and other communications to Company to help us with the quality of our service and for other reasons that we deem appropriate to protect our customers or for our own protection.

## **12. COOKIES.**

When you use the Service, Company may collect technical and navigational information, such as computer browser type, IP address, pages visited, and average length of time spent on our sites. We may also record the time of actions taken on the sites for regulatory or other control purposes. This is accomplished through the use of cookies. We use cookies to allow you to avoid having to re-enter information and to aid in navigation between pages of the Service; help us recognize you as a unique user when you return to the Service; remember what kinds of information you have shown interest in while on the Service; and collect and compile anonymous, aggregated information for statistical and evaluation purposes. No personal information is stored in the cookies. You may be able to disable cookies by changing your browser settings, but the Service' functionality and your experience may be diminished as a result. For more information about cookies and how to disable them please visit <http://www.allaboutcookies.org> (<http://www.allaboutcookies.org>).

## **13. SITE AVAILABILITY.**

While we have put resources into building and testing our computer systems, computer glitches, slowdowns, and crashes will occur. We will also need to restrict access to some parts of our website or our entire website to perform routine maintenance. We will try to schedule our maintenance during the middle of the night. While it is our intention that our website will be available seven days a week except when maintenance is scheduled (usually for weekends), you understand that we do not guarantee that you will always be able to access Platform. Computer problems can arise on your end, our end, or anywhere in between: your computer may break down; the connection between your computer and your Internet service provider may not work properly; your Internet service provider may go down; or our computers and the computers we link to may be unavailable due to unforeseen system outages.

## **14. NETWORK SECURITY AND RELIABILITY.**

You acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by Company will not contain sensitive or confidential information. Due to security risks, you should not send any sensitive information, such as account numbers or passwords in an unencrypted e-mail. E-mails may fail to transmit properly. Regardless of whether you receive an e-mail notification, you agree to check Company website to avoid missing time-sensitive information. You further agree that for your records, you can download and save or print the communications received via electronic delivery.

**15. CONSENT TO ELECTRONIC DELIVERY.**

By providing Company with your e-mail address, you agree to receive all required notices electronically to that e-mail address to the extent permissible by law. It is your responsibility to update or change the e-mail address registered with Company, as appropriate. If you become aware of any unauthorized use of your information, please contact Company.

Further, by registering with Company you are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. You agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, all current and future account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding your account all services provided by Company delivered or provided to you by Company.

Your consent will be effective immediately and will remain in effect until either Company or you revoke it. You understand that it may take up to three days to process a revocation of consent to electronic communications and you may receive electronic notifications in the interim.

You may revoke or restrict consent to electronic delivery of Company communications at any time by notifying Company. You have the right to request paper delivery of any communication that the law requires Company to provide in paper form. If you revoke or restrict consent to electronic delivery, Company, at its discretion, may charge a service fee as set forth on <https://investbamboo.com/fees> for the delivery of communications that would otherwise be delivered electronically, restrict your account, or close your account and terminate access to Platform.

**16. NO RECOMMENDATIONS OR INVESTMENT ADVICE.**

Nothing on the Platform or from the Company shall be construed as making any recommendation or investment advice of any kind whatsoever. You are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content. You agree not to hold Company or any Third-Party Provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results.



**17. INFORMATION SUBJECT TO LIMITATIONS.**

The information and Content available on or posted to Website may not be timely or complete, and should not be relied upon for making any investment or other decisions. Information, such as stock prices, is not real-time and the past performance results of a security available for purchase through Website is not an indication of future performance. Certain information and Content are provided by third-party data providers and may not be timely or complete and may not reflect certain activities. Company cannot guarantee the accuracy or completeness of the information it receives from third-party sources of information and makes available on Website.

Company makes available hyperlinks from Website to third-party websites, as a convenience to users with the intention of allowing users to access additional investment-related information. You agree to access any such third-party websites through those hyperlinks at your own risk and to follow any rules and restrictions particular to those websites. Company is not responsible for Content appearing on third-party websites hyperlinked from Website, nor does Company make any endorsements or warranties, express or implied, with respect to Content of third-party websites, including the information, products or services offered on any third-party websites, including but not limited to accuracy, completeness, reliability, suitability, non-infringement, merchantability or fitness for a particular purpose. Company does not guarantee the authenticity of information or documents available on the internet and reserves the right to terminate any link from Website at any time.

**18. TIMELINESS OF CONTENT.**

All Content on Platform is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

**19. EXTERNAL LINKS.**

Company and/or the Third Party may provide links to other websites or resources. Because neither Company or the Third Party have any control over such sites and resources, you acknowledge and agree that neither Company nor the Third Party are responsible for the availability of such external sites or resources. Company and the Third Party do not endorse and are not liable for any Content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither Company nor the Third Party shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

**20. DISCLAIMER OF WARRANTIES.**

COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT PLATFORM, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PLATFORM IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND COMPANY DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

COMPANY DOES NOT WARRANT THAT PLATFORM WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. COMPANY ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF PLATFORM WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH PLATFORM WILL MEET YOUR EXPECTATIONS.

## **21. LIMITATION OF LIABILITY.**

COMPANY AND THIRD PARTY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.

COMPANY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF PLATFORM AND THIRD-PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

COMPANY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH COMPANY DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **22. PRIVACY POLICY AND OTHER DISCLOSURES AND STATEMENTS**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our Privacy Policy, accessible from the Disclosures page on <https://investbamboo.com/legal>. You also hereby agree that you have read and understand the disclosures and statements on the Platform, including, without limitation, the Use and Risk Disclosures, Day Trading Risk Disclosure, Exchange-Traded Products Disclosures, Low-Priced Securities Disclosure and Margin Disclosure Statement, each of which is accessible at <https://investbamboo.com/legal>.

## **23. INDEMNIFICATION.**

You will indemnify and hold harmless Company and Third Party, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Company and the Third Party, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third Party Content), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to,

matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

**24. CHANGES TO PLATFORM.**

Unless otherwise agreed, Company may discontinue or modify Platform at any time without prior notice to you, and you accept those modifications if you continue to use Platform.

**25. TERMINATION.**

You agree that, without notice, Company may terminate these Terms and Conditions, or suspend your access to the Service or the Content, with or without cause at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Company if you, in Company's sole discretion, fail to comply with any provision of these Terms and Conditions. Company shall not be liable to you or any third party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension.

**26. SEVERABILITY.**

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

**27. ASSIGNMENT.**

The User may not assign or delegate these Terms or any of the terms or conditions hereunder, directly, indirectly, or otherwise without the written consent of the other, and any such purported assignment or delegation shall be void.

**28. MISCELLANEOUS**

No provision of these Terms may be waived, modified or discharged unless such waiver, modification or discharge is agreed to in writing signed by Indemnitee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of these Terms to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party that are not set forth expressly in these Terms. THE VALIDITY, INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF DELAWARE.

**29. GOVERNING LAW.**

You agree that these Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under, concerning or relating to these Terms, or by reason of the fact of your use of the Platform or the Account, shall be brought exclusively in the federal or state courts physically located in New York, no other court or tribunal shall have jurisdiction, and you hereby irrevocably consent to the personal jurisdiction and venue therein.

**30. CONTACT.**

If you have any questions about these terms, please contact us: [team@investbamboo.com](mailto:team@investbamboo.com).