

# Privacy Policy

## **Obligations of the company**

BoxInvesting (the Company) places a high priority on the privacy and integrity of the personal information of our Clients, both present and future and other visitors to the site. The Company strives to ensure the safety and confidentiality of all information received from the Client. This Privacy Policy (the "Policy") describes how the Company collects, uses and protects the personal information of the Client. This Policy does not require you to submit any more information than you have already provided to the company if you are our client, and in the case of changes to the service by authorized representatives of the company.

### **The Client's Personal Data**

To open a demo or live account, the Company will need certain information (Personal Data) about the Client.

### **The Personal Data that is collected by the Company may include:**

1. information provided on applications and other Company forms, such as name, address, date of birth, passport data, occupation, national insurance number, medical insurance number, and personal mobile phone number;
2. financial information such as income, assets, investment experience;
3. documents provided to confirm identity, such as passport, utility bills, and/or bank statements or company incorporation information;
4. payment documents: money transfer orders, bank statements, bank card copies, etc.

### **Use of Personal Data**

The Company may use a Client's Personal Data for one or more of the following purposes:

1. to confirm the Client's identity;
2. to process trading and non-trading operations;
3. carry out the company's anti-money laundering policy;
4. to inform the Client of Company products or services that may be of interest to the Client;
5. to provide other services that are relevant to the Client's business relationship with the Company;
6. to keep a correct database of the Client's account data;
7. to analyze statistical data to provide Clients with the most suitable products and services.

### **Cookies**

Cookies are small text files sent by a web server and stored on a visitor's browser which are read later by the server when the visitor returns to the site. Cookies store information such as passwords (encrypted), usernames, shopping cart, certain preferences, etc. allowing visitors to visit sites repeatedly without having to enter the same information over and over. Cookies are not used to determine the personal identity of anyone visiting the site.

### **Third Parties**

The Company may convey the Client's Personal Data to associated or affiliated companies, auditors, agents (including payment agents), banks or other authorized organizations or persons ("Authorized Persons") for the sole purpose of processing the Client's trading and non-trading instructions. The Company guarantees that all Authorized Persons will adhere to the terms of this Policy and take all necessary steps to protect the Client's Personal Data. The Company may provide Personal Data to third parties who are not the Company's partners, agents or affiliates only when requested by representatives of legal or administrative authorities.

### **Use of Information**

By registering an account with the Company, you consent to the use of your personal details, and their processing: collection, recording, classification, aggregation, storage (updating, changing) extraction, use, transfer (distribution, provision of access) anonymization, blocking, deletion, and destruction of any

information relating directly or indirectly to you, your trade transactions and payments, in accordance with this Privacy Policy.

### **Security and Protection**

BoxInvesting takes the issue of security very seriously and takes all possible measures to ensure the safety of your confidential information, including adhering to strict standards for the internal use of confidential information and using leading data storage technology. When making a payment with a credit/debit card, you will be transferred to the site of the processing center where you will fill out a form. To prevent the unauthorized use of your credit/debit card, your card information is transmitted to BoxInvesting in shortened form and through a secure server.

# Terms of Service

### **SCOPE AND MODIFICATION OF THE AGREEMENT**

You agree to the terms and conditions outlined in the Agreement with respect to your use of the Website. The Agreement constitutes the entire and only agreement between you and The Company with respect to your use of the Website and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to the Website. We may amend the Agreement from time to time in our sole discretion, without specific notice to you. The latest Agreement will be posted on the Website, and you should review the Agreement prior to using the Website. By your continued use of the Website and/or Services, you hereby agree to comply with all of the terms and conditions contained within the Agreement effective at that time. Therefore, you should regularly check this page for updates and/or changes.

### **REQUIREMENTS**

The Website and Services are available only to individuals who can enter into legally binding contracts under applicable law. The Website and Services are not intended for use by individuals under the age of eighteen (18). If you are under the age of eighteen (18), you do not have permission to use and/or access the Website and/or Services.

### **DESCRIPTION OF THE SERVICES**

#### **Subscription Services**

Subject to the terms and conditions of the Agreement, by registering on the Website and receiving approval from The Company, you can obtain, or attempt to obtain, for a fee or for no fee, the Subscription Services. The Subscription Services will provide you with e-mail content, text and other materials ("Subscription Content") relevant to online marketing provided by The Company and its third party partners ("Third Party Providers"). The Subscription Content contains comments, opinions and/or other materials that are provided by The Company and Third Party Providers, and should not necessarily be relied upon. Please use caution, common sense and safety when using the Subscription Content and/or Subscription Services. You agree that The Company shall have no obligations and incur no liabilities to you in connection with any such Subscription Content. The Company does not represent or warrant that the Subscription Content made available in connection with the Subscription Services is accurate, complete or appropriate. You understand and agree that The Company is not responsible or liable in any manner whatsoever for your inability to use the Subscription Services and/or Subscription Content. You understand and agree that The Company shall not be liable to you, any end-users or any third party, for any claim in connection with any of the Subscription Services.

#### **Membership Services**

Subject to the terms and conditions of the Agreement and the Membership Agreement, by registering on the Website, agreeing to the Membership Agreement and receiving approval from The Company, you can obtain, or attempt to obtain, for a fee or for no fee, a Membership in one of the various Membership programs that The Company offers. For a copy of the Membership Agreement, please visit the website for the specific Membership. The Company Membership programs will enable you to access content, text and other materials ("Member Content" and together with the Subscription Content, the "Content") provided by The Company and certain Third Party Providers, designed to assist Members in their online marketing ventures. The Member Content contains comments, opinions and other materials that are provided by The Company Third Party Providers, and should not necessarily be relied upon. Please use caution, common sense and safety when

using the Member Content and/or Membership Services. You agree that The Company shall have no obligations and incur no liabilities to you in connection with any such Member Content. The Company does not represent or warrant that the Member Content made available in connection with the Membership Services is accurate, complete or appropriate. You understand and agree that The Company is not responsible or liable in any manner whatsoever for your inability to use the Membership Services and/or Member Content. You understand and agree that The Company shall not be liable to you, any end-users or any third party, for any claim in connection with any of the Membership Services.

### **Vendor Services**

By completing the applicable purchase order forms, you can obtain, or attempt to obtain, certain products and/or services from the Website. The products and/or services featured on the Website may contain descriptions that are provided directly by the Third Party Provider manufacturers or distributors of such items. The Company does not represent or warrant that the descriptions of such items are accurate or complete. You understand and agree that The Company is not responsible or liable in any manner whatsoever for your inability to obtain products and/or services from the Website or for any dispute with the product's seller, distributor and end-user consumers. You understand and agree that The Company shall not be liable to you or any third party for any claim in connection with any of the products and/or services offered on the Website.

### **General**

The information that you must supply in connection with registering for the Services may include, without limitation, some or all of the following: (a) your full name; (b) company name; (c) e-mail address; (d) mailing address (and billing address if different); (e) home telephone number; (f) work telephone number; (g) telecopier number; (h) credit card information; and/or (i) any other information requested on the applicable registration form ("Service Registration Data"). You agree to provide true, accurate, current and complete Service Registration Data. The Company has the right to reject any Service Registration Data where it is determined, in the sole and exclusive discretion of The Company, that: (i) you are in breach of any portion of the Agreement; and/or (ii) the Service Registration Data that you provided is incomplete, fraudulent, a duplicate or otherwise unacceptable. The Company may change the Registration Data criteria at any time, in its sole discretion.

Unless explicitly stated otherwise, any future offer(s) made available to you on the Website that augment(s) or otherwise enhance(s) the current features of the Website shall be subject to the Agreement. You understand and agree that The Company is not responsible or liable in any manner whatsoever for your inability to use and/or qualify for the Services. You understand and agree that The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of any Services or other product, service or promotion offered by The Company and/or any of its Third Party Providers. If The Company terminates the Agreement and/or any Services for any reason, The Company shall have no liability or responsibility to you. You understand and agree that refusal to use the Website is your sole right and remedy with respect to any dispute that you may have with The Company .

### **CONTESTS**

From time-to-time, The Company offers promotional prizes and other awards via Contests. By providing true and accurate information in connection with the applicable Contest registration form, and agreeing to the Official Contest Rules applicable to each Contest, you can enter for a chance to win the promotional prizes offered through each Contest. To enter into the Contests featured on the Website, you must first fully complete the applicable entry form. You agree to provide true, accurate, current and complete Contest Registration Data . The Company has the right to reject any Contest Registration Data where it is determined, in the sole and exclusive discretion of The Company, that: (i) you are in breach of any portion of the Agreement; and/or (ii) the Contest Registration Data that you provided is incomplete, fraudulent, a duplicate or otherwise unacceptable. The Company may change the Registration Data criteria at any time, in its sole discretion.

### **LICENSE GRANT**

As a user of the Website, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Website, Content and associated material in accordance with the Agreement. The Company may terminate this license at any time for any reason. You may use the Website and Content on one computer for your own personal, non-commercial use. No part of the Website, Content, Contests and/or Services may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Website, Content, Contests and/or Services or any portion thereof. The Company reserves any rights not explicitly granted in the Agreement. You may not use any device, Company or routine

to interfere or attempt to interfere with the proper working of the Website. You may not take any action that imposes an unreasonable or disproportionately large load on The Company's infrastructure. Your right to use the Website, Content, Contests and/or Services is not transferable.

### **PROPRIETARY RIGHTS**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion, Company, services and other matters related to the Website, Content, Contests and Services are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution, publication or sale by you of any part of the Website, Content, Contests and/or Services is strictly prohibited. Systematic retrieval of material from the Website, Content, Contests and/or Services by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from The Company is prohibited. You do not acquire ownership rights to any content, document, Company, services or other materials viewed at or through the Website, Content, Contests and/or Services. The posting of information or material on the Website, or by and through the Services, by The Company does not constitute a waiver of any right in or to such information and/or materials. The The Company name and logo, and all associated graphics, icons and service names, are trademarks of The Company. All other trademarks appearing on the Website or by and through the Services are the property of their respective owners. The use of any trademark without the applicable owner's express written consent is strictly prohibited.

### **HYPERLINKING TO THE WEBSITE, CO-BRANDING, "FRAMING" AND/OR REFERENCING THE WEBSITE PROHIBITED**

Unless expressly authorized by The Company, no one may hyperlink the Website, or portions thereof ( including, but not limited to, logotypes, trademarks, branding or copyrighted material), to their website or web venue for any reason. Further, "framing" the Website and/or referencing the Uniform Resource Locator ("URL ") of the Website in any commercial or non-commercial media without the prior, express, written permission of The Company is strictly prohibited. You specifically agree to cooperate with the Website to remove or cease, as applicable, any such content or activity. You hereby acknowledge that you shall be liable for any and all damages associated therewith.

### **EDITING, DELETING AND MODIFICATION**

We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Website.

### **DISCLAIMER**

THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, THE COMPANY MAKES NO WARRANTY THAT: (A) THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) YOU WILL QUALIFY FOR THE CONTESTS AND/OR SERVICES; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE. THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY, ANY OF ITS THIRD PARTY PROVIDERS OR OTHERWISE THROUGH OR FROM THE WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

## **DISCLAIMER FOR HARM CAUSED BY DOWNLOADS**

Visitors download information from the Website at their own risk. The Company makes no warranty that such downloads are free of corrupting computer codes including, but not limited to, viruses and worms.

## **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM, OR TRANSACTIONS ENTERED INTO THROUGH, THE WEBSITE; (C) THE FAILURE TO QUALIFY FOR THE CONTESTS, SERVICES OR THIRD PARTY PRODUCTS FROM ANY OF OUR THIRD PARTY PROVIDERS, OR ANY SUBSEQUENT DENIAL OF THIRD PARTY PRODUCTS FROM SAME; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; AND (E) ANY OTHER MATTER RELATING TO THE INABILITY TO USE THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE THE COMPANY AND ALL OF THE COMPANY'S THIRD PARTY PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATION STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF THE COMPANY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE INABILITY TO USE THE WEBSITE, SERVICES, CONTESTS, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

## **INDEMNIFICATION**

You agree to indemnify and hold The Company, each of their parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Website, Services, Content and/or entry into any Contest; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of The Company, each of their parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **THIRD PARTY WEBSITES**

The Website may provide links to and/or refer you to other Internet websites and/or resources including, but not limited to, those owned and operated by Third Party Providers. Because The Company has no control over such third party websites and/or resources, you hereby acknowledge and agree that The Company is not responsible for the availability of such third party websites and/or resources. Furthermore, The Company does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

## **PRIVACY POLICY/VISITOR INFORMATION**

Use of the Website, and all comments, feedback, information, Registration Data and/or materials that you submit through or in association with the Website, is subject to our Privacy Policy. We reserve the right to use

all information regarding your use of the Website, and any and all other personally identifiable information provided by you, in accordance with the terms of our Privacy Policy. To view our Privacy Policy, please Click Here.

## **LEGAL WARNING**

Any attempt by any individual, whether or not a The Company customer, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Website, is a violation of criminal and civil law and The Company will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

## **CHOICE OF LAW/VENUE**

Any disputes arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of Marshall Islands (without regard to conflict of law principles). Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against The Company and each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that The Company incurs in seeking such relief. The Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

## **Contacts**

If you have any questions about this Policy do not hesitate to contact us: [info@boxinvesting.com](mailto:info@boxinvesting.com)

## **Software and Media LTD**