



# Terms of Service



**ELITE WISE (MAURITIUS) LTD**  
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## **1. Acceptance of Terms**

By accessing and using this website (the "**Site**"), operated by ELITE WISE (MAURITIUS) LTD (the "**Company**", "**we**", "**us**" or "**our**"), you agree to this Terms of Service (the "**Terms**" or "**Agreement**"). Your use of the Site constitutes acceptance of the Terms, and if you do not agree, you should not use the Site.

## **2. Scope of Services**

2.1 The services and information made available through the Site are for the purpose of furnishing general information concerning its liquidity provision and related financial solutions. The content on the Site is intended solely for informational purposes, and nothing contained herein shall constitute financial, investment, or legal advice, nor shall it be construed as an offer, solicitation, or inducement to engage in any transaction or establish any client relationship.

2.2 The Company reserves the exclusive right, at its sole discretion and without prior notice, to modify, amend, restrict, suspend, or discontinue any part of the Site, including any features, content, or services provided therein.

2.3 You acknowledge and agree that the Company retains full discretion to alter or terminate the availability of any services or information provided, in accordance with its business requirements and in compliance with applicable laws and regulations. You further acknowledge that reliance on any information or materials provided through the Site is solely at your own risk.

## **3. Use of the Site**

3.1 The Site is provided solely for accessing information about the Company's services. Any unauthorized use, including activities that interfere with the Site's operation, is strictly prohibited.

3.2 You agree not to:

- (a) reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site;
- (b) modify, distribute, or create derivative works from any content without prior written consent; or
- (c) engage in any activity that could harm, disrupt, or interfere with the Site's security or functionality.

## **4. Intellectual Property Rights**

4.1 All content on the Site, including but not limited to logos, trademarks, text, graphics, images, and software, is the exclusive property of the Company or its licensors and is protected by intellectual property laws.

4.2 Users are not granted any rights or licenses to use the Company's intellectual property and agree not to infringe upon any proprietary rights.

## **5. Disclaimer of Warranties**

5.1 The Site and all content therein are provided on an "as is" and "as available" basis, without warranties of any kind, express or implied. The Company makes no representations regarding the accuracy, completeness, or reliability of any information provided on the Site.

5.2 To the extent permitted by law, the Company disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **6. Limitation of Liability**

6.1 The Company shall not be liable for any loss arising from:

- (a) any malfunction, defect or error in any terminal used to process any instructions from you, or other machines or system of authorization whether belonging to or operated by other persons or us;

- (b) any delay or inability on our part to perform any of our obligations under the Agreement because of any Force Majeure Event. For the purposes of the Terms, **"Force Majeure Event"** shall mean any of the events out of reasonable control of the Company, including, but not limited to, nationalization, expropriation, currency restrictions, acts of state, acts of God, earthquakes, fires, floods, typhoons, tsunamis, wars, civil or military disturbances, sabotage, terrorism and cyber-terror, security, integrity, and availability of the internet or blockchain networks, epidemics, pandemics, public health crisis, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, regulatory changes, power failures or breakdowns in communications links or equipment of the Company, its contractors, agents or representatives;
- (c) any damage to or loss or inability to retrieve any data or information that may be related to our services hereunder;
- (d) fraud or forgery of any third parties;
- (e) business interruption, loss of revenue or profits, loss of business opportunity, customers or contracts, goodwill, opportunity or anticipated savings whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same; or
- (f) any indirect or consequential loss.

6.2 Subject to applicable laws, the Company's total liability to you in respect of the Services shall not exceed the amount you paid for the purpose of using the services on the Site.

6.3 Notwithstanding anything in the Agreement to the contrary, the obligations and liabilities of the Company will be without recourse to any other subsidiary or affiliate of the Company, or their respective officers, employees, directors, contractors, agents or representatives and you agree not to make any claims against any other subsidiary or affiliate of the Company, or their respective officers, employees, directors, contractors, agents or representatives.

## **7. Indemnification**

7.1 You agree to indemnify and hold the Company, and the Company's third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives (the **"Indemnified Parties"**), harmless from any cost, loss, claim or demand (including, but not limited to, attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (a) your breach of the Terms, Privacy Policy and any other agreements that you have entered into with us;
- (b) your violation of any law, rule or regulation, or the rights of any third party; and
- (c) any loss resulting from your wilful default, fraud or gross negligence.

7.2 Any invalidity, unenforceability, release or discharge of the liability of you to any of the Indemnified Parties shall not affect the liability of any other persons (if any) to the Indemnified Parties.

## **8. Assignment**

You may not transfer any rights or obligations you may have under the Terms unless the Company has provided written consent to the transfer. The Company may assign or transfer to any third party (including, without limitation, any other corporation that is a subsidiary or affiliate of the Company's service provider) any of the Company's rights and obligations under the Terms without your consent or the need to provide you with any prior notice of such assignment or transfer and you irrevocably consent to any such assignment or transfer by the Company.

## **9. Change of Control or Restructure**

Without limiting the preceding clause, in the event that the Company or its service provider is restructured or is acquired, merged or consolidated with another entity, you agree that the Company may transfer or assign the information it has collected from you and our relationship with you (including the Agreement) as part of such restructuring, merger, acquisition or consolidation.

**10. Modifications to Terms**

10.1 The Company may amend or modify the Agreement at any time by posting the revised agreement on the Site and/or providing a copy to you (the **"Revised Agreement"**). If you continue to use the services under the Agreement after the Revised Agreement is posted on the Site or provided to you, you shall be deemed to have accepted the Revised Agreement and such Revised Agreement shall be binding on you. If you do not wish to accept the Revised Agreement, please notify us as promptly as possible. The Agreement can only be amended or modified pursuant to the aforementioned clause. No employees of the Company or associated parties may unilaterally or jointly amend or modify the Agreement in any other way.

10.2 The Company may not be able to continue providing its services to you if you do not accept the Revised Agreement.

**11. Severance**

If any provision of the Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**12. Governing law**

The Terms shall be governed by, and construed in accordance with, the laws of the Republic of Mauritius, without regard to its conflict of law principles.

**13. Jurisdiction**

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre.