

TERMS AND CONDITIONS

Welcome to Digital Spearhead Ltd (hereinafter called the “Digital Spearhead”, “we” or “us”) website (<https://www.dspearhead.com>) (hereinafter called the “Website”).

Please read carefully the Terms and Conditions, Privacy Policy, notices and disclaimers and if you disagree with in any way, then do not use this Website or any of the Services.

1. INTRODUCTION:

- 1.1. Digital Spearhead provides online marketing services made available regardless of the medium and includes mainly information on financial service providers. These are the Terms and Conditions subject to which you may use this website and the services, including email services, marketing services, software and other online products (hereinafter called the “Services”), operated and provided by Digital Spearhead.
- 1.2. The purpose of these Terms and Conditions is to provide the Website viewers and users with detailed information about their rights and obligations when visiting the Website and receiving the Services.
- 1.3. Your access to this Website and receipt of the Services is subject to these Terms and Conditions, the [Privacy Policy](#), notices, disclaimers and any other terms and conditions or other statements issued or authorised by us that are contained on the Website (hereinafter referred to collectively as “the Terms”).
- 1.4. By using the Website and/or receiving the Services you acknowledge that you have read and reviewed all material and you agree to be bound by the Terms.

2. USE OF SERVICES

- 2.1. The Services are not intended for users under 18 years of age. If you are under 18, do not use this Website or Services and do not provide us with any personal information.
- 2.2. If you voluntarily register for receipt of the Services and disclose your personal information, you grant us and our affiliates, clients and service providers and each of their and our respective licensees the perpetual right to use the information in order to provide the Services.
- 2.3. You agree to use the Website for lawful purposes only and in a manner that does not infringe the rights of, or restrict the use of the Website, by any third party.

3. AMENDMENT

- 3.1. We reserve the right to amend the Terms from time to time. It is your responsibility to review on a frequent basis this page for any updates or amendments to the Terms, which shall come into effect once posted. If we make any material changes to these Terms, we will post the updated Terms here, along with its effective date, and notify you by email or by means of a notice on our Website.

- 3.2. Further to the above Digital Spearhead also reserves the right to amend any other information, material, prerequisites and descriptions contained in the Website, that may be subject to change without any prior notice.

4. INTELLECTUAL PROPERTY AND LIMITATION OF USE:

- 4.1. All copyright and other rights (including database rights, trademarks (whether registered or unregistered) and all other intellectual property rights) in and to the Website and their contents (which for the avoidance of doubt shall include all information contained in or available from the Website, including email services, marketing services, software and other online products (“**the Contents**”) are owned by or licensed to Digital Spearhead or are otherwise used by Digital Spearhead as permitted under applicable laws. Unless Digital Spearhead explicitly states otherwise in writing, you may use, view, download, copy or print textual or graphic content of the Website provided that it is solely used by you for the purpose of enquiring about the services provided by the Digital Spearhead and provided that you do not change or delete any copyright, trademark or other proprietary notices on such content.
- 4.2. Under no circumstances may you use any Content in a manner that may give a false or misleading impression of the Digital Spearhead.
- 4.3. You agree you may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the user content. Nor may you use any network monitoring or discovery software to determine the Website architecture, or extract information about usage, individual identities or users.
- 4.4. You agree may not to copy, distribute, process, modify, merge the Website content in general or with any other works, also convey, archive, process on a systematic basis as well as to use the Contents for the purposes of creating a database, in respect to the Contents of the Website or any part of it, without the written consent of the Digital Spearhead.
- 4.5. We cannot and do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

5. ACCESS TO THE WEBSITE:

- 5.1. We reserve the right at any time to deny or terminate all or part of your access to the Website where in our opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these Terms or block or suspend your account, remove your default settings, or part thereof, without prior reference to you.

6. PERSONAL DATA

- 6.1. Any personal Data that shall be collected by the Digital Spearhead through this Website, affiliated websites, mobile applications, videos, products and applications and shall be processed according to the applicable data protection laws and regulations, as amended or replaced from time to time. The personal data collected by the Digital Spearhead shall not be stored longer than it is necessary for the purposes of its collection or further processing as disclosed in the [Privacy Policy](#).
- 6.2. Our [Privacy Policy](#) contains further information about how data is collected, used and made available. We encourage you to read it and if you do not agree not to apply for the provision of the Services and/or avoid using the Website.

7. LIABILITY

- 7.1. The Website and the Contents are provided for general information purposes only and whilst the information constituting the content of the Website has been prepared with the due professional care, possible inaccuracies or errors may never be fully eliminated, nor the information can be considered as complete. To the extent permitted by Applicable Law Digital Spearhead makes no warranties, representations and/or undertakings (express or implied) in respect of the Website and the Contents (including the accuracy, reliability, suitability, quality, availability or completeness thereof).
- 7.2. Digital Spearhead excludes all liability in relation to the Website and the Contents, whether such liability arises in contract, tort, negligence, breach of statutory duty or otherwise (including, without limitation, liability in respect of any losses, damages, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature, such as loss of profits, data, business or goodwill). Digital Spearhead makes no claims or representations that any or all of the Contents may be lawfully viewed or downloaded outside its jurisdiction. Access to such materials may not be legal by certain persons or in certain countries. **If you choose to access the Website and receive the Services, you do so at your own initiative and risk and are responsible for compliance with the laws of your jurisdiction.**
- 7.3. We shall not be liable for any damage that may occur to your hardware or software that may arise as a result of the use of the Website and receipt of the Services or for any damage incurred by the content of the Website, its partial or complete, temporary or permanent unavailability and any other consequences resulting to the above, irrespective of the actual person or reasons that caused it.
- 7.4. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST US AND OUR SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS (INCLUDING OUR INDEPENDENT CONTRACTOR CONTRIBUTORS) ARISING OUT OF YOUR USE OF THE SITES AND THE INFORMATION AVAILABLE THEREON.

8. INDEMNIFICATION

- 8.1. You agree to indemnify, defend and hold harmless Digital Spearhead, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the website from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of the Terms by you.
- 8.2. You also agree to indemnify Digital Spearhead against any claims relating to information or material which you have submitted to us and are in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

9. TERMINATION

- 9.1. Digital Spearhead shall have the right to immediately terminate your use of the Website if it determines in its sole discretion that you have breached these Terms or have otherwise been engaged in conduct which Digital Spearhead determines in its sole discretion to be unacceptable.
- 9.2. In the event of termination, you are no longer authorised to access the Website, but all restrictions imposed on you and the disclaimers and limitations of liability set out in the Terms will survive termination and any legal rights accrued to us against you up to the date of termination, shall not be affected.

10. WARRANTY DISCLAIMER

THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE WEBSITE, APPLICATIONS, EMAIL MARKETING AND ANY OTHER MARKETING MATERIAL. THE INFORMATION, FACTS, AND OPINIONS PROVIDED ARE NO SUBSTITUTE FOR PROFESSIONAL ADVICE.

11. GENERAL

- 11.1. In the event that any term of the Terms is held to be invalid, unlawful, void or for any reason unenforceable, that term shall be deemed severable and the remainder of the Terms and Conditions shall remain valid and enforceable.
- 11.2. Except as expressly provided in additional terms of use for areas of the Website, these Terms constitute the entire Agreement between you and the Digital Spearhead with respect to your use of the Website and receipt of the Services. Where such areas are subject to additional

terms of use, by using such areas or any part thereof, you agree to be bound by such additional terms applicable to such areas.

12. GOVERNING LAW

12.1. Governing Law of the Terms and in general of the Website is the Law of Seychelles.

If you do not agree to the Terms, you must not use or access the Website.

Any feedback, comments, requests for technical support and other communications relating to the Services and Website should be directed to: info@dspearhead.com

These Terms and Conditions were created on October 2019