

## Website Terms & Conditions of Use

Effective Date: May 16, 2022

**www.accredited-inc.com** (the “**Website**”) is the property of Randall & Quilter Investment Holdings Ltd. and its subsidiaries (collectively referred to herein as “**R&Q,**” “**we,**” “**us,**” or “**our**”).

These terms and conditions (“**Terms**”) apply to all contents and information available within the Website. You agree, on behalf of yourself and the institution/company or the legal entity that you represent, to be legally bound by the following Terms when you access or use the Website.

DISCLAIMER: This Website contains general information on R&Q and services offered by one or more subsidiary companies. The Website and its contents are not intended to constitute investment or other advice (nor any solicitation to participate in investment or other business) in any country in the world.

PLEASE REVIEW THESE TERMS CAREFULLY. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU ACCEPT THE TERMS SET FORTH HEREIN. IF YOU DO NOT ACCEPT SUCH TERMS, YOU MAY NOT ACCESS THE WEBSITE.

### Privacy

Please review our privacy policy (“**Privacy Policy**”) which also applies to your use of the Website.

### Operation of Website

The Effective Date of these Terms is set forth at the top of this webpage. R&Q reserves the right to make changes to or update these Terms from time to time at our discretion. Any such changes may be provided to you by any reasonable means, including, but not limited to, posting the revised Terms on the Website.

It remains your responsibility to access and check these Terms whenever you access the Website as the latest version of these Terms will govern any future usage by you of the Website. You will be able to determine when this was most recently revised by reading the effective date at the top of this page. We encourage you to return to this webpage frequently so that you are aware of our current Terms.

If you are in any doubt as to the validity of information made available within these pages, we recommend you seek verification by contacting us. Your continued use of the Website after the Effective Date constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions.

## **Copyright & Intellectual Property Rights**

All copyright and intellectual property rights on the Website and the information, files, documents, text, images, audio, video, and other materials which the Website contains (“**Contents**”) are the property of R&Q, its subsidiaries, or our licensors, as applicable. The Website and the Contents are protected by United States and international copyright and trademark laws. The Contents may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by us. You shall notify R&Q immediately if you become aware of any unauthorized use or copying of Contents by any person. All rights not expressly granted herein are reserved to us and our licensors.

## **License**

R&Q grants you a limited license to access and make personal use of the Website subject to these Terms. The Website and any part of it may not be reproduced, copied, framed, or otherwise exploited for any commercial purpose without the express prior written consent of R&Q.

## **Use of this Website & Security Restrictions**

You agree to use the Website in a manner that is consistent with any and all applicable laws and regulations in the country in which you access the Website. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, by (a) accessing data not intended for you or logging onto a server which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Website or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or harmful.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability;
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website;
- Use any robot, spider, or another automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the materials on the Website;
- Use any manual process to monitor or copy any of the materials on the Website or for any other unauthorized purpose without our prior written consent;

- Use any device, software, or routine that interferes with the proper working of the Website;  
or
- Otherwise attempt to interfere with the proper working of the Website.

### **Your Personal Information**

Personal data provided by you to R&Q will be held and processed in the manner set out by our Privacy Policy.

### **Links to Third Party Sites**

The Website may contain links to third-party websites. Please understand that those third-party websites may have different terms of use and privacy policies and that R&Q does not control and is not responsible for the content of such websites or the privacy practices of such third parties. The information collected by such third-party websites is not covered by the Privacy Policy.

### **Statutory Information**

Randall & Quilter Investment Holdings Ltd. is registered in Bermuda under Company Number 47341 with its Registered Office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda.

### **Disclaimer and limitation of liability**

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. THE WEBSITE IS PROVIDED BY R&Q ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, R&Q MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE WEBSITE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL R&Q, ITS AFFILIATES, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE WEBSITE OR ANY INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE WEBSITE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, CONTENT, INFORMATION CONTAINED WITHIN THE WEBSITE, OR ANY LINKED THIRD-PARTY SITE THROUGH THE WEBSITE IS TO STOP USING THE WEBSITE. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THIS WEBSITE IS ONE HUNDRED US DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

## **Indemnification**

You agree to indemnify, defend and hold harmless us and our affiliates, and our respective officers, directors, employees, agents, and representatives from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from any violation by you of these Terms or from our termination of your access to or use of the Website. Such termination will not affect either party's rights or obligations that accrued before the termination.

## **Miscellaneous**

These Terms shall be governed and interpreted in accordance with the laws of Florida, and in the event of a dispute, you irrevocably consent to the exclusive jurisdiction of the state or federal courts of Orange County, Florida, USA, without regard to conflict of law principles.

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Website and any Website-related services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to block your access to the Website and block IP addresses.

If any provision of these Terms is held to be unenforceable, the remaining terms contained herein shall remain in full force and effect, and the unenforceable provision shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any right.

## **How to Contact Us**

If you have any questions, comments, or notices regarding these Terms, please contact us at [privacy.info@accredited-inc.com](mailto:privacy.info@accredited-inc.com).