



# TERMS OF USE

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(EFFECTIVE JAN/2014)

## **PLEASE READ CAREFULLY**

By accessing the website [www.emergowealth.net](http://www.emergowealth.net) ("Website") you confirm that you are a business user over the age of 18 years and permitted to use this Website, and you agree to be bound by all of the following terms and conditions of use ("Terms").

These Terms govern your access to the Website except where there are separate terms and conditions relevant to particular areas of this Website, which are indicated on the appropriate Website page. If you do not agree to abide by these Terms then you should not use this Website. For clarity, in these Terms, references to "we", "us", "our" and "ourselves" are references to Emergo Wealth Limited and any of its affiliates or group companies.

We may from time to time modify these Terms and will post a copy of the amended Terms on this Website. You will be bound by such updated Terms from the time they are posted on this Website. We would advise you to periodically visit this Website and this web page to ensure that you are up to date with any changes that have been made.

### **1. ACCESS**

We reserve the right to restrict certain areas of this Website to approved registered users. In the event that any area of the Website requires you to register with us prior to obtaining access, you agree to provide true, accurate, current and complete details, including but not limited to a member name and password as well as your name, address, telephone number and a valid email address ("Account Information"). You agree to update your Account Information as necessary to keep it accurate. Emergo Wealth Limited will use your Account Information in accordance with its Privacy Policy.

You agree to notify us immediately of any unauthorised use of your member name, password or account. Emergo Wealth Limited will not be responsible for any losses arising out of the unauthorised use of your account and you agree to indemnify Emergo Wealth Limited for any improper, unauthorised or illegal uses of your account.

### **2. LICENSE TO USE THE WEBSITE**

Emergo Wealth Limited grants to you a limited, non-exclusive, non-transferable license to access and use the Website in accordance with these Terms. Any use of the Website not specifically permitted under these Terms is strictly prohibited.

### **3. INTELLECTUAL PROPERTY**

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You agree that you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through the Website; (c) send chain letters or pyramid schemes via the Website; (d) attempt to gain unauthorized access to other computer systems through the Website; or (e) use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.

#### 5. PRIVACY POLICY AND SUBMISSION OF INFORMATION

Unless otherwise addressed in these Terms, your use of this website is subject to Emergo Wealth Limited's Privacy Policy. Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. Emergo Wealth Limited shall have no obligations with respect to such material. Any communications and other material you transmit or post to this Website is and shall remain as our property and by sending the same you agree that we may use the same for any purpose whatsoever, without any compensation being payable by us to you.

### **Disclaimer**

The Website is provided to you "as is". Any use of this Website is at your own risk. To the maximum extent permitted by law, Emergo Wealth Limited excludes all warranties, either express or implied (including, but not limited to, implied warranties of satisfactory quality, fitness for purpose and the use of reasonable care and skill). Emergo Wealth Limited makes no representations, warranties or guarantees that this Website will be free from corruption, attack, viruses, interference, hacking, or other security intrusion.

Whilst we have worked diligently to provide accurate and complete information, this Website is provided free of charge to you and we cannot be liable to any person for any loss or damage which may arise directly or indirectly from the use of this Website (or any inability to use it) or any of the information contained on this Website. All property listing information on this Website is subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. Any projections, opinions, assumptions or estimates contained within this Website are for example only, and may not represent current or future performance of a listed property. You and your tax and legal advisors should conduct your own investigation of any property listed on this Website and any contemplated transaction concerning the same.

### **Liability**

In no event will Emergo Wealth Limited be liable to you for indirect, general, special, incidental, consequential, exemplary or other damages (including, without limitation, damages for loss of profits, business interruption, corruption of files, loss of business information or any other pecuniary loss) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, even if Emergo Wealth Limited has been advised of the possibility of such damages. No oral or written information or advice given by Emergo Wealth Limited or others will create a warranty and neither you nor any third party may rely on any such information or advice.

## General

You agree that you will comply with all relevant laws applicable to your use of this Website.

Emergo Wealth Limited or its business partners may present advertisements or promotional materials on or through the Website. Your dealings with, or participation in promotions of, any third-party advertisers on or through the Website are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. Emergo Wealth Limited is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party materials on the Website.

Links on this Website and other websites that we operate may lead to third party websites. The content, accuracy and function of such websites is outside of Emergo Wealth Limited's control and we cannot accept any responsibility for those websites, nor do we endorse the content of such third party websites. In particular, any dealings that you have with such third party website operators shall be on the terms and conditions (if any) of that website operator.

These Terms set out the entire agreement and understanding between the parties in connection with the use of this Website and shall supersede and replace all other terms and conditions purported to be applied. These Terms are governed by the Laws of Cyprus and you agree to submit to the exclusive jurisdiction of the Cyprus courts.

If you have any questions regarding our terms of use, please contact our Compliance Department at [compliance@emergowealth.net](mailto:compliance@emergowealth.net) or +357 22 449122. (Mon – Fri, 08:00 – 17:00 Cyprus Time).