**TERMS AND CONDITIONS**

Welcome to AURUM PLATFORM (hereinafter referred to as the “Website”, “We,” “Us,” or “Our”), owned and operated by AURUM FOUNDATION LIMITED (hereinafter referred to as “the Company”) with its registered office located at Room D, 10/F., Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong. The Website is offered to You conditioned on Your acceptance without modification of the Terms, Conditions, and notices contained herein (the "Terms").

**1.** **INTRODUCTION**

1.1 Our Website <https://backoffice.aurum.foundation/> is a Platform (hereinafter referred to as “Platform”) where ideas are realised to create a reliable and autonomous financial ecosystem and transform current trading trends by providing retail investors with access to advanced institutional-level trading tools for risk assessment, financial analysis, and automated trading and investments. The Users of the Website shall be referred to as “You,” “Your,” or “Users.”

1.2 By clicking on the "Accept" button at the end of the Agreement acceptance form, Users agree to be bound by the Terms and Conditions of this Agreement. Please read this entire Agreement carefully before accepting its Terms. When You undertake any activity on the Website, You agree to accept these Terms and Conditions.

1.3 When using this Website, you are considered to have read and agreed to the following Terms and Conditions. Any accompanying documents and links mentioned should be accepted along with these terms. You agree to use the website only in strict accordance with these terms, and any actions or commitments made without regard to these terms will be at your own risk. These terms and conditions are part of the agreement between the users and us. Accessing this website and/or engaging in our service indicates your understanding, agreement, and acceptance of the disclaimer notice and the full terms and conditions contained herein.

**2.** **ELIGIBILITY OF THE USER**

2.1. You may use the Service only if You are at least eighteen (18) years of age and can form a binding contract with Us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

2.2. Unauthorised Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Platform. Any such unauthorised use is strictly forbidden and shall constitute a violation of applicable state and local laws.

2.3. Our Website may, at its sole discretion, refuse to offer any person or entity access to or use the Platform and change its eligibility criteria at any time. This provision is void where prohibited by law, and the right to access the Website is revoked in such jurisdictions.

**3.** **SERVICES OFFERED BY THE PLATFORM**

3.1. We offer users AURUM PLATFORM, an innovative platform that allows customers to open crypto accounts in cryptocurrencies. Users can manage their accounts, make cryptocurrency transactions, deposit and withdraw crypto-assets, receive qualified advice on trading and managing crypto-assets, invest in multiple financial instruments and assets, receive revenue from investments, participate in promotions, and rank at certain qualified levels. Customers also have the right to transfer their assets (deposit) to third parties to receive a deposit and obtain a better return on their investment. The account will be activated after AURUM PLATFORM verifies the personal information provided during registration. This process is carried out in accordance with the internal Know Your Customer (‘KYC’) rules implemented by the Company and as part of the Customer Due Diligence procedure in accordance with the AML.

3.2. We offer a back-office platform, <https://backoffice.aurum.foundation/> for users to manage their accounts. This platform includes features like a dashboard, live trading, financial offers, an affiliate program, client transaction display, support, promotions, settings, and other functions and services."

**4.** **YOU AGREE AND CONFIRM**

4.1. You will use the Services provided by Our Platform, its affiliates and contracted companies for lawful purposes only and comply with all applicable laws and regulations while using the Platform.

4.2. You will provide authentic and true information when you request such information. We reserve the right to confirm and validate the information and other details you provide at any point in time. If, upon confirmation, your details are found not to be true (wholly or partly), We have the right in Our sole discretion to reject the registration and debar You from using the Services of Our Platform and/or other affiliated websites without prior intimation whatsoever.

4.3. You are accessing the services available on this Website and transacting at Your sole risk. You are using Your best and prudent judgment before entering into any dealings through this Platform.

4.4. It is possible that the other Users (including unauthorized/unregistered users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You due to Your use of the Platform, and the recipient may use such information to harass or injure You. We disapprove of such unauthorized uses, but by using the Platform, You acknowledge and agree that We are not responsible for using any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.

4.5. You agree not to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information or description/image/text/graphic of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law.

4.6. You agree not to post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

4.7. You agree not to alter, damage or delete any content or other communications that are not Your Content or to otherwise interfere with the ability of others to access Our Platform.

4.8. You agree to indemnify and keep the Company indemnified from all claims/losses (including advocates’ fees for defending/prosecuting any case) that may arise against the Company due to the User's acts/omissions.

**5.** **WARRANTIES, REPRESENTATION AND UNDERTAKINGS OF USER**

5.1. The User warrants and represents that all obligations narrated under this Agreement are legal, valid, binding and enforceable in law against the User.

5.2. The user agrees that no pending proceedings against the user may adversely affect their ability to perform and meet the obligations under this agreement.

5.3. The user agrees to ensure compliance with all requirements relevant to its business as outlined in this Agreement. This includes, but is not limited to, adhering to intellectual property rights, value-added tax, excise duties, and import duties. The user also declares and confirms that it has fulfilled and will continue to meet all obligations to statutory authorities.

5.4. The User agrees that it has adequate rights under relevant laws, including but not limited to various intellectual property legislation(s) to enter into this Agreement with the Company and perform the obligations contained herein. It has not violated/infringed any intellectual property rights of any third party.

5.5. The User agrees that the Company shall place appropriate disclaimers and Terms of Use on the Company’s Website.

**6.** **INTELLECTUAL PROPERTY RIGHTS**

6.1. The User expressly authorizes the Company to use its trademarks/copyrights/designs/logos and other intellectual property owned and/or licensed by it for the purpose of reproduction on the Platform and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all rights, titles and interests in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademarks/logos in the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party’s trademarks and/or logos.

6.2. The Company’s Website and other Platforms, and the information and materials that it contains, are the property of the Company and its licensors and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions, and other intellectual property laws. All the Company’s product names and logos are trademarks or registered trademarks. Nothing contained on the Company’s Website should be interpreted as granting, by implication, estoppel, or otherwise, any license or right to use the Company’s Website or any materials displayed on the Company’s Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions; or (b) with the prior written consent of the Company. The User shall not attempt to override or circumvent any usage rules or restrictions on the Website.

6.3. Except as otherwise expressly granted to You in writing, We do not grant You any other express or implied right or license to the Services, Our Content or Our intellectual property rights.

6.4. Proprietary Rights. Subject to the limited rights expressly granted in this Agreement, the Company reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to the User in this Agreement other than as expressly outlined.

**7.** **DATA**

7.1. "Data" means any and all identifiable information about Users and their affiliates generated or collected by the Company or the User, including but not limited to the User’s name, email addresses, Services availed, phone numbers, and the User’s preferences and tendencies. The User agrees that it will only use the Data to comply with its obligations in this Agreement.

7.2. The User represents warrants and covenants that it will not resell or disclose any Data to any third party, in whole or in part, for any purpose whatsoever.

7.3. The User acknowledges that the Services may contain information designated as confidential by the Company and that You shall not disclose such information without the Company’s prior written consent.

7.4. By submitting Content, the User irrevocably grants Us a perpetual, irrevocable, nonexclusive, royalty-free right to use the Content for any purpose, including API partnerships with third parties and in any media existing now or in the future. The User irrevocably waives and causes to be waived any claims and assertions of moral rights or attribution with respect to the User’s Content brought against Us by any third-party services or their users.

7.5. We may obtain business addresses, phone numbers, and other contact information from third-party vendors who obtain their Data from public sources. We have no control over and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any products, services, advertisements and other Content appearing in or linked to the Services.

**8.** **RELATIONSHIP**

8.1. Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency, or employment between the Parties. The Company shall not be responsible for the acts or omissions of the User, and the User shall not represent the Company, neither does it have any power or authority to speak for, represent, bind, or assume any obligation on behalf of the Company.

**9.** **EXPRESS RELEASE**

9.1. You expressly hereby release and waive all claims against the Company and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorney’s fees) of every kind and nature, arising from or in any way related to Your use of the Company’s Website. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true, and You accept and assume the risk of such possible differences in fact. In addition, You expressly waive and relinquish any rights and benefits You may have under any other state or federal statute or common law principle of similar effect to the fullest extent permitted by law.

**10.** **LIMITATION OF LIABILITY**

10.1. It is expressly agreed by the User that the Company shall under no circumstances be liable or responsible for any loss, injury or damage to the User or any other Party, whomsoever, arising on account of any transaction under this Agreement.

10.2. The User agrees and acknowledges that they will be solely responsible for any claims, damages, or allegations that arise from the Services provided through the Platform. The User shall indemnify and hold the Company harmless against all such claims and damages. Furthermore, the Company shall not be liable for any claims or damages resulting from negligence, misconduct, or misrepresentation by the User or any of their representatives.]

10.3. The Company under no circumstances shall be liable to the User for loss and/or anticipated loss of profits, or any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject of this Agreement, regardless of the type of claim and even if the User has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss of business unless such loss or damages is proven by the User to have been deliberately caused by the Company.

**11.** **TERMINATION**

11.1. The Company may terminate this Agreement if the User commits a material breach of any representation, obligation, covenant, warranty, or term of this Agreement and the same is not cured within 30 days after written notice given by the Company if an insolvency petition is filed against the User, or if the User infringes third-party rights, including intellectual property rights.

11.2. This Agreement may be terminated without reason by either Party after serving upon the other a written notice of thirty (30) days. The Agreement shall stand terminated after the expiry of such period.

**12.** **EFFECTS OF TERMINATION**

12.1. In the event of termination/expiry of this Agreement, the Company shall immediately remove and discontinue the Services provided to the User on its Platform.

12.2. The Company shall not be liable for any loss or damages (direct, indirect, or inconsequential) incurred by the User due to terminating this Agreement.

12.3. During the period under notice, both the Parties shall be bound to perform their obligations incurred under this Agreement, and this sub-clause shall survive the termination of this Agreement.

**13.** **GOVERNING LAW AND DISPUTE RESOLUTION**

13.1. This Agreement shall be construed and enforced in accordance with the laws of England and Wells, without regard to the Company or the Website of its conflict of law provisions or the User’s state or country of residence.

13.2. The User submits to the exclusive jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

13.3. If there is a dispute between the User and other Users, the User understands and agrees that the Company is under no obligation with respect thereto, and the User, to the fullest extent permitted by law, hereby releases the Company and its affiliates and each of their respective officers, directors, employees, service providers, affiliates, agents, and successors from, and agrees to indemnify each of the foregoing for any losses incurred in connection with any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

13.4. The User agrees that if it is unable to resolve its disputes with other Users, the Company has the right to remove the User from the Website and terminate this Agreement.

**14.** **DISCLAIMER**

14.1. To the fullest extent permitted by law, the Company and its affiliates, and each of its respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with this Agreement, the Website and any use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties or representations about the accuracy or completeness of the Website's Content or the Content of any other Websites linked to the Website, and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of Content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from the User's access to and use of the Website, (c) any unauthorized access to or use of the Company's servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Website, (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (f) any errors or omissions in any Content and materials or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via the Website. The Company does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet or mobile devices.

**15.** **NOTICES**

15.1. Unless explicitly stated otherwise, any notices given to the Company shall be emailed to contact-us@aurum.foundation or at an address Room D, 10/F., Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong. Any notices given to the User shall be to the email address provided by the User to the Company at the time of listing (or as such information may be updated via the Website by the User from time to time) or at the mailing address provided by the User to the Company.

15.2. Any notice, demand, or request concerning this Agreement shall be in writing. It shall be effective only if it is delivered by email, personal service, or by air courier with receipt of delivery or mailed, certified mail, return receipt requested, or postage prepaid to the address above. Such communications shall be effective when received by the addressee. Still, if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any Party may change its address for such communications by giving notice to the other Party in conformity with this section.

**16.** **AMENDMENT**

16.1. The Company may at any time, at its sole discretion, modify this Agreement occasionally. Any such changes will (i) be reflected on the Website, (ii) be effective thirty (30) calendar days after being so posted on the Website, (iii) not apply retroactively, and (iv) not apply to any disputes arising before the effective date of such change. The Company shall also post the amended Agreement to the User's address. The User agrees to be bound to any such changes and understands the importance of regularly reviewing this Agreement as updated on the Website to keep the User’s listing and contact information current.

16.2. Notwithstanding anything to the contrary herein, the Company reserves the right to, at any time and from time to time, change, alter, modify, or discontinue the Website (or any part thereof) with or without notice. The User agrees that the Company shall have no liability to the User or to any third party for any change, alteration, modification, suspension, discontinuance, or amendment of the Company’s Website.

**17.** **FORCE MAJEURE**

17.1. Except concerning payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this contract to the extent the delays or failures resulting from causes beyond the reasonable control of the Party, including, but not limited to: failures or default of third-party software, Users, or products; acts of God or of a public enemy; foreign governmental actions; strikes; communications, network connection, or utility interruption or failure; fire; flood; epidemic; or freight embargoes.

**18. INDEMNITY**

18.2. The User indemnifies and shall hold indemnified the Company, its partners, officers, employees, representatives, and agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim, including but not limited to claims for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the User’s products, the breach of any of the User’s warranties, representations or undertakings or in relation to the non-fulfilment of any of its obligations under this Agreement or Terms of use of Company’s Website or any obligations arising out of the User infringing any applicable laws, regulations including but not limited to intellectual property rights, or taxes, etc. This clause shall survive the termination or expiration of this Agreement.

**19.** **RISK FACTORS**

19.1. The Client acknowledges that it is aware of and accepts all risks inherent in any investments, financial instruments, investment products, etc., including crypto-assets and cryptocurrency, that the value of these assets placed in crypto-accounts and any income and benefits from that place may increase or decrease, and that the Client may not get back the total amount invested. To the extent permitted by law, AURUM PLATFORM will not be liable for any damage, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, or indirect or consequential loss, in which case the Customer will have no claim against the Company or its directors or employees for any reason whatsoever if the Customer suffers such financial loss.

19.2. While the Company strives to provide accurate and timely information on the Site, it may not always be entirely accurate, complete, or current and may include errors. We reserve the right to change or update the Site at any time without notice. It is advisable to verify all information with independent sources before making decisions or taking action. You are solely responsible for your decisions and actions.

19.3 In the event of technical or system errors beyond the Company’s reasonable control, such as power supply issues, telecommunication problems, natural disasters, or other similar events, system interruptions may occur beyond the service providers’ control. In such cases, if an error occurs during the execution of customers’ requests, the Company does not accept any liability.

**20.** **CONTACT US:**

Please write to Us at contact-us@aurum.foundation for further clarification of our Terms and Conditions.