

# Terms of Use

## 1. About our terms

1.1. These Website Terms of Use ("Terms") explain how you may use this website and any of its content ("Website"). These Terms apply between Couro Day Trading ("we", "us" or "our") and you, the person accessing or using the Website ("you" or "your").

1.2. You should read these Terms carefully before using the Website. By using the Website or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Website immediately.

1.3. The Website is provided by us to you free of charge for information purposes only.

1.4. If you order any services or digital content from the Website or if you buy a subscription or membership to access restricted parts of the Website, separate terms and conditions will apply as set out in the Terms and Conditions section.

## 2. About us

2.1. We are Douro Day Trading, owned by Douro Capital Partners Pte Ltd, a company registered in the Singapore (UEN 202332144R). Our registered office is located at 160 Robinson Road #14-04, Singapore 068914.

2.2. If you have any questions about the Website, please contact us by sending an email to: [support@dourocp.com](mailto:support@dourocp.com).

## 3. Using the Website

3.1. The Website is for your personal use only.

3.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website.

3.3. We make no promise that the Website is appropriate or available for use in locations outside of Singapore. If you choose to access the Website from locations outside Singapore, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

3.4. We try to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us using the contact details at the top of this page.

3.5. You shall provide us with whatever proof of identity and other necessary verification documents as we may reasonably request.

3.6. The Website is provided for the benefit of users who are 18 years old or older. If you are not over the age of 18 or do not agree to be bound by the Terms, you may not use the Website and we will have the right to restrict or prevent your access to the Website.

#### 4. Unacceptable Use

4.1. As a condition of your use of the Website, you agree not to:

4.1.1. misuse or attack our Website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack),

4.1.2. attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

4.1.3. attempt to circumvent password or user authentication methods;

4.1.4. commit any act of fraud;

4.1.5. harass or interfere with another user's use or enjoyment of the Website;

4.1.6. promote unsolicited advertising or send spam;

4.1.7. simulate communications from us, another service, Website user or entity in order to collect identity information, authentication credentials, or other information ('phishing');

4.1.8. use the Website in any manner that harms minors; or

4.1.9. promote any unlawful activity.

4.2. We may prevent or suspend your access to the Website if you do not

comply with these Terms or any applicable law.

## 5. Bulletin boards, chat rooms and other interactive services

5.1. We may make bulletin boards, chat rooms or other communication services ("Interactive Services") available on the Website.

5.2. We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material ("Submission") submitted to our Interactive Services.

5.3. We may remove or edit any Submission to any of our Interactive Services.

5.4. Any Submission you make must comply with our Submission standards set out in clause 6 below.

5.5. By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Website, and on any other websites operated by us, indefinitely.

## 6. Submission standards

6.1. Any Submission you make to our Interactive Services and any other communication to users of our Website by you must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.

6.2. In particular:

6.2.1. any Submission or communication by you must be:

6.2.1.1. your own original work and lawfully submitted;

6.2.1.2. factually accurate or your own genuinely held belief;

6.2.1.3. provided with the necessary consent of any third party; and

6.2.1.4. unlikely to cause offence, embarrassment or annoyance to others.

6.2.2. any Submission or communication by you must not be:

6.2.2.1. defamatory or likely to give rise to an allegation of defamation; or

6.2.2.2. offensive, obscene, sexually explicit, discriminatory or deceptive.

6.3. You will not upload, transmit or display any Submissions that violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.

## 7. Linking and framing

7.1. You may create a link to our Website from another Website without our prior written consent provided no such link:

7.1.1. creates a frame or any other browser or border environment around the content of our Website;

7.1.2. implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Website;

7.1.3. displays any of the trade marks or logos used on our Website without our permission or that of the owner of such trade marks or logos; or

7.1.4. is placed on a website that itself breaches this Policy.

7.2. We reserve the right to require you to immediately remove any link to the Website at any time, and you shall immediately comply with any request by us to remove any such link.

## 8. Registration and password security

8.1. Use of the Website may require registration, particularly in order to access restricted membership areas of the Website.

8.2. We are not obliged to permit anyone to register with the Website and we may refuse, terminate or suspend registration to anyone at any time.

8.3. You are responsible for making sure that your password and any other account details are kept secure and confidential.

8.4. If we have reason to believe there is likely to be a breach of security or

misuse of the Website through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

## 9. Infringing content

9.1. We will use reasonable efforts to:

9.1.1. delete accounts which are being used in an inappropriate manner or in breach of these Terms; and

9.1.2. identify and remove any content that is inappropriate, defamatory or infringes intellectual property rights

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

9.2. If you believe that any content which is distributed or published by the Website is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

## 10. Your privacy and personal data

Your privacy and personal data are important to us. Any personal data that you provide to us will be dealt with in line with our Privacy Policy available in the Privacy Policy section, which explains what personal data we collect from you, how and why we collect, store, use and share such data, your rights in relation to your personal data and how to contact us and supervisory authorities in the event that you have a query or complaint about the use of your personal data.

## 11. Ownership, use and intellectual property rights

11.1. Excluding Submissions submitted to our Interactive Services, the intellectual property rights in the Website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Website (Content) are owned by us and our licensors.

11.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property

rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

11.3. Nothing in these Terms grants you any legal rights in the Website or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Website or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Website or the Content.

## 12. Submitting information to the Website

12.1. While we try to make sure that the Website is secure, we do not actively monitor or check whether information supplied to us through the Website is confidential, commercially sensitive or valuable.

12.2. Other than any personal data which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Website will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## 13. Accuracy of information and availability of the Website

13.1. We try to make sure that the Website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.

13.2. We may suspend or terminate access or operation of the Website at any time as we see fit.

13.3. Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Website and its Content.

13.4. While we try to make sure that the Website is available for your use, we do not promise that the Website will be available at all times or that

your use of the Website will be uninterrupted.

#### 14. Hyperlinks and third party Websites

The Website may contain hyperlinks or references to third party advertising and websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third-party website and is at your own risk.

#### 15. Limitation on our liability

15.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal data, we are not legally responsible for any:

15.1.1. losses that were not foreseeable to you and us when these Terms were formed;

15.1.2. losses that were not caused by any breach on our part;

15.1.3. business losses; and

15.1.4. losses to non-consumers.

16. Events beyond our control We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including but not limited to: a breakdown of systems or network access, flood, fire, explosion, accident, epidemics or pandemics.

17. Rights of third parties No one other than a party to these Terms has any right to enforce any of these Terms.

#### 18. Variation

18.1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 18.

18.2. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations. 19. Disputes 19.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page. 19.2. Relevant Singaporean law will apply to these Terms. If you want to issue court proceedings, the relevant courts of Singapore will have non-exclusive jurisdiction in relation to these Terms.

