



Terms and Conditions

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Disclaimer

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1. Terms Of Use

1. The provisions set out in these Terms govern your access to and your use of our website and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our website.
2. The website and Service is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use the website and Service.
3. The Service is due to regulatory restraints only available to U.S. based persons and entities. Persons and entities domiciled outside the U.S. are not permitted to use the Service.
4. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our website on these Terms.
5. By using our website, you agree and acknowledge that you have read the terms set out in these Terms and agree to be bound by and comply with them; and
6. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our website at any time, or remove or edit content (including content submitted by you) on our website or on any of our affiliated websites (including social media pages).
7. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our website or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
8. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our website or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.

2. Uploading Content

1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our website complies with our Privacy Policy, the CCPA and any other applicable laws.
2. You are fully responsible for your content uploaded to our website. We will not be responsible, or liable to any third party, for:
 - a. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our website; or
 - b. the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data.
3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the



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content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the website.
5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our website constitutes a violation of their rights under California law.
6. We have the right to delete any content uploaded to our website if, in our opinion, it does not comply with the content standards set out.

3. Prohibited Uses

1. You may use our website only for lawful purposes. You may not use our website:
2. in any way that breaches any applicable local or international laws or regulations;
3. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
6. You also agree:
 - a. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
 - b. not to access without authority, interfere with, damage or disrupt:
 - c. any part of our website;
 - d. any equipment or network on which our website is stored;
 - e. any software used in the provision of our website; or
 - f. any equipment or network or software owned or used by any third party.

4. Restrictions

1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - a. save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the website, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our website or any of the contents therein for any commercial or other purposes;
 - b. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our website nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our website or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - c. not to provide or otherwise make available our website in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - d. to include our copyright notice on all entire and partial copies you make of our website on any medium;
 - e. to comply with all applicable technology control or export laws and regulations; and



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- f. not to disrupt, disable, or otherwise impair the proper working of the Services, our website or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

5. Intellectual Property Rights

1. You acknowledge that all intellectual property rights in our website anywhere in the world belong to us, that rights in our website are licensed (not sold) to you, and that you have no rights in, or to, our website other than the right to use them in accordance with these Terms.
2. Any intellectual property rights in content uploaded by you to our website shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the website.
3. You acknowledge that you have no right to have access to our website in source code form.
4. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the website, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our website in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
5. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
6. You must not use any part of the content on our website for commercial purposes not specified on our website without obtaining a license to do so from us or our licensors.
7. If you print off, copy or download any content on our website in breach of this Agreement, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Warranties

1. While we make all efforts to maintain the accuracy of the information on our website, we provide the Services, website and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
2. As part of the Services, you may communicate with Consultants and have access to Consultant’s Advice. Any information about Consultants is provided on an “as is” basis, based on information provided to us by the Consultants. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any Consultant or Consultant’s Advice.
3. You acknowledge that Consultants are not our agents or employees and all Consultants are solely responsible for any Consultant’s Advice. No Consultant is authorised to make any statement or representation for and on behalf of us. While we have conducted basic checks on Consultants, we do not make any representations or warranties as to the qualifications or experience of any Consultant and you are encouraged to conduct your own due diligence on each Consultant, including whether such Consultant and Consultant’s Advice is relevant or suitable for your needs.
4. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our



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website, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

7. Limitation of liability

1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any Related Content. You expressly agree that your use of the Services and our website, including reliance on any Consultant's Advice, is at your sole risk.
2. We do not assist with dispute resolution between any you and any Consultant and are not obliged at any time to adjudicate on any such dispute. In the event of any dispute, you are responsible for contacting the relevant Consultant. Without prejudice to the foregoing, we remain entitled at all times to investigate at our discretion any complaint regarding the use of our website or any suspected unlawful activity and to take any action that we deem appropriate, including to file a report with the appropriate authorities.
3. You agree not to use the Services, our website and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for:
 - a. loss of profits, sales, business, or revenue;
 - b. business interruption;
 - c. loss of anticipated savings;
 - d. loss or corruption of data or information;
 - e. loss of business opportunity, goodwill or reputation; or
 - f. any other indirect or consequential loss or damage.
4. Nothing in these Terms shall limit or exclude our liability for:
 - a. death or personal injury resulting from our negligence;
 - b. fraud; and/or
 - c. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
5. Our website is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
6. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms (including our Privacy Policy, Cookie Policy) or any laws or regulations or otherwise.

9. Other important terms



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1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by California law. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of California.