

## WIN Pamoja Web site - Terms and Conditions of Use

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**Monitoring by WIN:** Your use of the products and services on this Web site may be monitored by WIN, and that the resultant information may be used by WIN for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization.

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**No warranties made as to content; no responsibilities to update:** WIN makes no warranty, express or implied, concerning this service. **The services provided by us and our third party providers are on an "AS IS" basis at your sole risk. WIN expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.**

Neither WIN nor any of its third party providers shall have any responsibility to maintain the data and services made available on this Web site or to supply any corrections, updates, or releases in connection therewith. Availability of data and services are subject to change without notice.

**No liability for content; no liability arising from use:** WIN shall have no liability, contingent or otherwise, to you or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to this service, or for any interruption or disruption of such access or any erroneous communication between WIN and you, regardless of whether the connection or communication service is provided by WIN or a third party service provider. WIN shall have no liability, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, timeliness, reliability, performance, continued availability, completeness or delays, omissions, or interruptions in the delivery of the data and services available on this Web site or for any other aspect of the performance of this service or for any failure or delay in the execution of any transactions through this service. In no event will WIN be liable for any special, indirect, incidental, or consequential damages which may be incurred or experienced on account of you using the data or services made available on this Web site, even if WIN has been advised of the possibility of such damages. WIN will have no responsibility to inform you of any difficulties experienced by WIN or third parties with respect to the use of the services or to take any action in connection therewith.

**No warranties made as to security:** WIN makes no warranty whatsoever to you, express or implied, regarding the security of the site, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this service.

**System Outages, Slowdowns, and Capacity Limitations/Delays in Order Routing, Executions, and Trade Reports:** As a result of high Internet traffic, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Web site or communicating with WIN through the Internet or other electronic and wireless services. Any computer system or other electronic device, whether, it is yours, an Internet service provider's or WIN's can experience unanticipated outages or slowdowns, or have capacity limitations.

**Content not to be construed as a solicitation or recommendation:** This material has been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and WIN is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell. Certain transactions, including insurance, give rise to substantial risk and are not suitable for all investors. Although this material is based upon information that WIN considers reliable and endeavors to keep current, WIN has not verified this information and does not represent that this material is accurate, current, or complete and it should not be relied upon as such.

**No determination of suitability has been made; not all risks are disclosed; private advisors should be consulted:** The fact that WIN has made the data and services provided on this Web site available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described on this Web site is suitable or appropriate for you. You should not enter into any transactions unless you have

fully understood all risks and have independently determined that such transactions are appropriate for you. You should neither construe any of the material contained herein as business advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants. You may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

**User Content:**

a. The Web site may enable you to transmit, post, communicate or otherwise make available text, photos, videos, links, information, ideas, suggestions, content and other materials (“User Content”), including through the Web site’s interactive features or functionality, such as chat features, message boards, forums and other communications tools. User Content may be accessible to and viewable by other users of the Web site and the public. We do not claim ownership to User Content; however, by uploading or posting to the Web site, you hereby grant to us authority to reproduce, transmit, print, publish, distribute, index, exhibit, perform, display (publicly or otherwise), create derivative works of, adapt, modify, translate, comment on, use, analyze and otherwise exploit User Content for any purpose, including the right to use your name and likeness as contained therein, in whole and in part, in any format, media or channels now known or hereafter developed (including in connection with the Web site and on third party applications, sites and platforms such as Facebook, Twitter and YouTube), without further notice to you and without further requirement of permission from or payment to you or any other person or entity. You acknowledge and agree that we may use any ideas, concepts, know how or techniques contained in User Content for any purposes whatsoever, including in advertising or informational articles.

b. You are solely responsible for User Content. This means you, and not us, are entirely responsible and liable for any claims, loss or damages relating to User Content. When you post User Content, you represent and warrant you have permission to do so, including permission from any third parties whose names or likenesses are included.

c. In addition, if you provide to us any ideas, proposals, suggestions or other materials, whether related to the Web Site, our programs or otherwise, such Feedback will be deemed to be User Content, and you hereby acknowledge and agree such Feedback is not confidential, and your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.

d. You represent and warrant you have all rights necessary to grant the licenses granted in this section, and User Content, and your provision thereof through and in connection with the Web site, are complete and accurate, and are not fraudulent or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any other rights with respect to attribution of authorship or integrity of materials regarding User Content you may have under any applicable law under any legal theory.

e. A Few Rules of the Road Regarding User Content. WIN does not endorse or control User Content, so we have to ask that you follow a few rules:

*1. User Content Must Comply with Our Acceptable Use Policy (as set forth below). Don't post content or materials that are obscene or that promote illegal activity, or that defame, abuse, harass, threaten or otherwise violate the legal rights of others (including rights of privacy and publicity). Any content or materials containing things like hate speech, nudity and violence (as examples) is strictly prohibited.*

*2. User Content Must Be Yours. This means you have created the content or materials containing User Content and, where applicable, you must have permission from everyone whose name or likeness is contained in your content or materials to share such content or materials. User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not post any content or materials that belong to a third party (including any content that you might have found elsewhere on the Internet).*

*3. User Content Must Be Accurate and Truthful. Do not impersonate any other user, person or company or upload or post any content or material that you know is inaccurate, fraudulent, or deceptive. If you are not authorized to speak on behalf of a company, please do not do so. Anything you say or post on the Web site should reflect your true opinions or experiences.*

*4. User Content Must Not Include Sensitive Information. Please avoid including your sensitive personal information (such as your social security number, credit card number, etc.) in any User Content posted.*

*5. User Content Must Not Be Commercial. Don't post advertisements, offers, or other commercial content designed or intended to sell your or a third party's goods or services.*

f. No Obligation to Monitor User Content. WIN may and expressly reserve the right (but have no obligation) to monitor, scan, intercept, review, analyze, record, store, evaluate, alter or remove User Content (and any messages, information, content or other materials sent to you, or received by you, in connection with the Web site or its features or functionalities), at any time, including while it is in transit, and before and after it is stored or made available through the Web site, and to monitor, review, analyze or evaluate your access to or use of the Web site (including any Web site features or functionalities), in each case by manual, automated or other means, and in each case for any purpose (including analytics, advertising (including sharing with ad brokers), marketing and any purposes as may be described in our Privacy Policy).

**Acceptable Use:** You accept sole responsibility for all of your activities using the Web site. You may not use the Web site in a manner that:

*i. Uses technology or other means not authorized by us to access the Web site or our systems;*

*ii. Uses or launches any manual or automated device or system, including "robots," "spiders," or "offline readers," to (a) retrieve, index, "scrape," "data mine," access or*

*otherwise gather any Web site information or our systems; (b) reproduce or circumvent the navigational structure or presentation of the Web site; or (c) otherwise harvest or collect information about users of the Web site;*

*iii. Reverse engineers, decompiles or disassembles any portion of the Web site, except where such restriction is expressly prohibited by applicable law;*

*iv. Attempts to introduce viruses or any other computer code, files, or programs that interrupts, destroys, or limits the functionality of any computer software, hardware, or telecommunications equipment;*

*v. Attempts to gain unauthorized access to our computer network or user accounts;*

*vi. Encourages conduct that would constitute a criminal offense or that gives rise to civil liability;*

*vii. Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of us or any other party (including rights of publicity or other proprietary rights);*

*viii. Is unlawful, fraudulent, or deceptive;*

*ix. Attempts to damage, disable, overburden, or impair our servers or networks;*

*x. Reproduces, modifies, adapts, translates, creates derivative works of, sells, rents, leases, loans, timeshare, distributes or otherwise exploits any portion of (or any use of) the Service except as expressly authorized herein, without our express prior written consent;*

*xi. Fails to comply with applicable third-party terms; or*

*xii. Otherwise violates these Terms and Conditions of Use.*

### **DMCA Notice - How to Provide Notice of Alleged Copyright Infringement:**

a. You may not use the Web site for any purpose or in any manner that infringes the rights of any third party.

b. If you believe one of our users is, through the use of the Web site, unlawfully infringing the copyright(s) in your work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to [ask@winpamoja.com](mailto:ask@winpamoja.com).

c. It is often difficult to determine if your intellectual property rights have been violated. WIN may request additional information before we remove any allegedly infringing material. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to

liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. WIN may request additional information before we remove any allegedly infringing material. Please direct copyright infringement notifications to [ask@winpamoja.com](mailto:ask@winpamoja.com).

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