



Terms of Use

1. Introduction:

Robertson Finance Inc hereinafter the “Company”, “**Robertson**”, “**we**”, “**us**” or “**our**”) hereby provide the Terms (the “**Agreement**”) for the use of the robertsonfinanceinc.com (the “**Website**”, “**Site**”). We are the owners and the sole operators of the Site.

This Agreement is legally binding between the Company and you (the “**Client**”, “**your**”, “**You**”).

By accessing our Site, you acknowledge that you have read, understood, and agree to be bound by the Terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “Client”, “you” and “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use our Site.

You acknowledge that this Agreement is a contract between you and the Company, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

These Terms do not govern the use of the Company’s products and services other than the Website itself.

2. Our Site:

Our Site provides content and information about **Robertson's** offered services and products which include a diverse range of trading instruments such as commodities and metals trading, major stocks and indices, ETFs, and services including risk management tools, multilingual support, etc.

It is clarified that the offered products and services or their characteristics displayed on the Company’s Site may change from time to time. **Robertson** reserves the right to upgrade, change, or amend the scope of the services or products disclosed on our Site. Our services and products may not be available in some jurisdictions. The Client agrees and accepts that the Company may take any actions it deems appropriate in order to comply with existing laws in any country in which it may provide services to the Client as stated in this Agreement.

The Website’s content is presented for informative purposes only and shall not be considered as an inducement to buy, invest, or choose specific services or products.

3. Use of the Site:

These Terms apply to the use of the Site, and they replace all other conditions, except with the express, prior written agreement of the Company. These Terms are important for both You and us as they have been drafted to create a legally binding agreement between us. You agree that, by



placing your inquiry, or order for our products and services via our Website, or accessing our Site you unreservedly accept these Terms, having read them.

Further, You agree that:

- ❖ You may only use the Site to navigate to our Site and make legitimate inquiries or orders.
- ❖ You will not make any speculative, false, or fraudulent use of the Site. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the component authorities.
- ❖ You also undertake to provide correct contact details to us and acknowledge that we may use these details to contact You in line with our [Privacy Policy](#). The provision of wrong, misleading, and partial information may affect our ability to provide any service to You available on our Site.
- ❖ By asking us to provide you with our Services via our Site You hereby warrant that You are of a legal age and capable of entering into binding contracts.
- ❖ You warrant that you are at least 18 years old.

While using the Website, You agree that You will refrain from the following actions:

- ❖ Breaching these Terms;
- ❖ Interfering with, burdening, or disrupting the functionality of the Website;
- ❖ Breaching the security of the Website or identifying any security vulnerabilities;
- ❖ Circumventing or manipulating the operation, or functionality of the Website, or attempting to enable features or functionalities that are otherwise disabled, inaccessible, or undocumented in the Website;
- ❖ Using or launching any automated system, including without limitation robots, crawlers, and similar applications to collect and compile content from the Website;
- ❖ Displaying the Website or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website, independently from the web pages on which they originally appear;
- ❖ Displaying content from the Website, including by any software, feature, gadget, or communication protocol, which may alter the content or its design;

- ❖ Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency, or affiliation with any person or entity;
- ❖ Collecting, harvesting, obtaining, or processing personal information of or about other users of our Website; and
- ❖ Linking to the Website from web pages that contain pornographic content or content that is unlawful or encourages prohibited activity such as racism or wrongful discrimination.

Under this Agreement, it is prohibited to use without the prior and written consent of the Company, any software or technical equipment which applies artificial intelligence analysis to the Company's systems or IP address. Further, it is prohibited to use any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions that are designed to distort, delete, damage, or disassemble our Website or the communication system or any other system of the Company.

The Company further prohibits the sending of any unsolicited commercial communication not permitted under applicable law or regulations.

You hereby accept that under this Agreement, you are not allowed to:

- To proceed with actions that may violate the integrity of the Company's computer system/server or cause such system(s) to malfunction or stop operating.
- To unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to its services.
- To undertake any action that could potentially allow the irregular or unauthorized access or use of our services.

4. Online Contact Form:

You may contact the Company for the purposes of submitting an enquiry, making a suggestion, or complaint via our online 'Contact Us' form. After the completion of our online contact form to receive our services or for the aforementioned purposes, the Company will perform an initial assessment of the data provided and perform appropriate checks. While completing our online form, we will ask you to provide us with certain contact and personal details, such as your full name, email address, etc. Please refer to our [Privacy Policy](#) regarding the processing of your personal data.

You hereby agree that you submit to us only true, accurate, up-to-date, and complete details. Bear in mind that false, incorrect, or outdated information may impair our ability to contact you or answer your enquiry or complaint.

5. Links:

The Website may contain links to content published on other websites or external sources, operated by third parties. We do not operate or monitor these websites and content. You may find them, or the information and content posted therein not align with your needs, or you may object to their content, or find such content to be annoying, improper, unlawful, or immoral. Even though our Site may link to other sources e.g. landing pages, websites, mobile applications, and marketing materials, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein.

By linking to a certain website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites or content, or their availability, or for any transactions made between you and such third-party websites.

6. Privacy:

Please refer to the [Privacy Policy](#) is available on our Site here which forms an integral part of the Terms.

7. Intellectual Property:

All content included in or made available through the Services, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and other intellectual property rights ("IP") is the property of the Company, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.

In the case where you access downloadable equipment via our Site, we hereby grant you a limited license to install and use any downloadable software, solely for your personal use and benefit in accordance with the Terms of this Agreement or any other agreement signed between you and the Company.

You may not, without our prior written consent or except were granted under these Terms and Conditions: (a) modify, copy, display, distribute, or commercially exploit any IP or materials (including text, video, audio or user interface design) in the content of any of the Site, including in downloadable software; (b) remove any proprietary notices from any IP; (d) attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Site.

The use of the Services does not grant you any rights other than those granted to you under these Terms and Conditions. Nothing contained on our websites or any communications to you shall be construed as granting, by implication or otherwise, any license or right to use any IP without our prior written consent.



You agree to: (a) use all your efforts to protect our IP from being infringed by you; (b) not knowingly or recklessly encourage or assist any third parties to infringe our IP; and (c) immediately notify us if you become aware of any violation or suspected violation of our IP, or where our IP is being used in a manner not authorised by this Agreement.

8. Changes and availability:

From time to time, we may change the Site's structure, layout, design, or display, as well as the scope and availability of the information and content therein, without prior notice. Changes of this type by their very nature may result in glitches or cause inconvenience of some kind.

The operation of the Website depends on various factors such as software, hardware, and communication networks of the Company, its contractors, and suppliers. By their nature, these factors are not fault-free.

9. Changes to the Terms:

The Company may proceed with updates, amendments, and additions to this Agreement, from time to time. We may also make changes to our Site such as upgrading with new content, changing the layout, improving its design, or/and performing any other changes without any prior notice. We may also enhance or diminish any services and products available on our Site.

Such changes or/and upgrades may disrupt the normal operation of our website or/and limit your access to our Site. In the case you keep accessing our Site it is considered that you accept the new version of this Agreement.

Further to the above, it is the Client's responsibility to frequently check and stay aware of any amendments performed.

10. Limitation of liability and warranties:

Under this Agreement, the Client acknowledges, agrees, and warrants that:

- a. The use of our Site is offered by the Company to you on an "as is" and "as available" basis.
- b. **Robertson** makes no representations or warranties of any kind, express or implied, as to the operation of the **Robertson** site, or the information, content, materials, products, software, or other services included on or otherwise made available to you through our Site.
- c. You agree that the use of our Site is at your sole risk.
- d. We do not and we cannot warrant that our Site, products, or downloadable software offered to you via our Site will operate without errors or/and that will be operational or/and accessible at all times.

- e. We do not warrant and hereby disclaim any warranties, either express or implied with respect to the accuracy, adequacy, or completeness of the Site, information, and content obtained from the Site, or links to other websites.
- f. Unless required by the applicable law, you agree that **Robertson** and its officers, directors, shareholders, sub-contractors, employees, agents, or licensors shall not be held liable for making any representations or warranties of any kind, express or implied as to the operation of our Site, or products or services or downloadable software made available via our Site including limitation or compatibility with your expectations.
- g. The Company shall not be liable for any direct or indirect damages, including but not limited to, loss of data, profits, or business, arising from your use of our Site. To the extent permissible under applicable law, the Company and its staff shall not be liable to You for any direct, indirect special, punitive, exemplary, statutory, incidental, or consequential damage or any similar damage or loss, including loss of profit or/and data, costs, expenses and payments, either in tort (including negligence), contract or in any other form theory of liability arising from or in connection with our Site or from any failure, error, or breakdown in the functioning of our Site.
- h. We do not guarantee that the operation of our Site will be uninterrupted, timely, secure, or error-free or that content loss won't occur.
- i. Neither party shall be liable to the other for any incidental, indirect, special, cover, punitive, or consequential damages that may occur during the use of our Site.
Robertson makes no representations or warranties of any kind that our Site or emails sent from info@robertsonfinanceinc.com are free of malware or other harmful components.
- j. The Company's cumulative and maximum liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Services.

11. Applicable Law and Jurisdiction:

The Terms shall be governed solely by the applicable laws of the Comoros.

The competent courts in Comoros, Comoros will have sole and exclusive personal jurisdiction over any claims or disputes related to or in connection with this Website or these Terms.

12. Contact us:

You may contact us with any questions or comments at: info@robertsonfinanceinc.com

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