

• TERMS OF SERVICE

- This Terms of Service (“Terms”) serves as a legal contract between ElgalCoin (“ElgalCoin’s Platform”) and yourself (“You”). By accessing or using any of the services provided by ElgalCoin (“Service”) on our Website (“Site”), you agree that you accept to the terms and conditions contained within these Terms. If you do not agree to these Terms, do not use the Service.

• INTELLECTUAL PROPERTY RIGHTS

- ElgalCoin owns and retains all rights, title and interest in and to the Services and the Site, including but not limited to all software information, data and Intellectual Property related to the aforementioned. Any reproduction or redistribution of the or the Service content is strictly prohibited, and we reserve the right to terminate our Service to you if you were to violate the Terms.

• OUR SERVICES & ITS USAGE

- ElgalCoin operates the Site to support the ElgalCoin Investment Program (“ElgalCoin Investment Packages (or Services)”). The Site allows you to purchase ElgalCoin Investment Packages (or Services). Please see the Investment Plans available on the Site for details of the ElgalCoin Investment Packages (or Services). You are required to read and understand the the terms and conditions, before participating in ElgalCoin or purchasing ElgalCoin Investment Packages (or Services). ElgalCoin reserves the right to control, manage and/or modify the terms and conditions of the ElgalCoin Investment Packages (or Services) via our Services. As such, you are strongly advised to refer to the latest terms and conditions based on the version number and date.

• THIRD PARTY WEBSITES

- ElgalCoin does not exercise any control over any third-party websites or services which may be available on the Site. Therefore, you agree that ElgalCoin is not liable for any services provided by the third-party website that you were directed to and you shall be subjected to the terms and conditions of the respective third party. You agree that you will be using the third-party services at your own risk. Hence, ElgalCoin will not be liable for any losses, damages, costs or other expenses arising from your use of third party services.

• REGISTERING FOR AN ACCOUNT

- In order to participate in ElgalCoin services, you may be asked to fill up a form (“Account”) as it is necessary to obtain certain information about you in order to ensure that the purchase of ElgalCoin Investment Packages (or Services) by you complies with applicable law or regulation. You may be required to provide certain information and this information shall include and is not limited to your name, email address, nationality, country of residence and relevant supporting documentation. You acknowledge that you shall provide this information as per requested as well as to provide further information promptly upon request to complete the purchase. You also acknowledge that all information provided shall be accurate, current and it is your sole duty to ensure that the information provided shall be updated constantly to keep it accurate, current and complete.

- ElgalCoin reserves the right to suspend your registration or refuse your purchase of ElgalCoin Investment Packages (or Services) if: (a) we do not receive any information from you that is able to determine that it is permissible to sell ElgalCoin Investment Packages (or Services) to you under applicable laws and regulations; and/or (b) if it is suspected that information provided by you is inaccurate, not current or incomplete.

• PARTICIPATION TERMINATION

- ElgalCoin reserves the right to terminate your participation without prior notice, if you: (i) violate the Terms, or; (ii) use the account for illegal or improper purposes, or; (iii) use the Service for illegal or improper purposes, or; (iv) infringe a third party intellectual property rights. Once your account has been terminated or suspended due to the aforementioned reasons, all benefits and user's right shall be revoked, and no refund will be granted to you.

• REPRESENTATIONS AND WARRANTIES

- You warrant that you will not use our services for any fraudulent, unlawful or abusive purpose.
- The content of the Site is provided on an "as-is-where-is" basis without representations or warranties of any kind. ElgalCoin makes no warranties or representation about the accuracy or completeness of the content of the Service and the Site and assume no liability or responsibility for any loss, damage, and/or penalty faced by you for using our Services and/or the Site. ElgalCoin does not guarantee and is not responsible to perform any verification of information provided by you, the accuracy of your information provided is your sole responsibility.

• NOTICE OF HIGH RISK

- You understand that any purchase of ElgalCoin Investment Packages (or Services) carries a high risk of losing the entire amount which you paid for the ElgalCoin Investment Packages (or Services). Hence, you shall waive all rights to seek any legal remedy on your own or through any class action litigation in order to recover the purchase amount from ElgalCoin. Nothing in this Agreement nor any conversation and communication made by ElgalCoin, verbal or non-verbal, shall imply a positive or punitive return on investment from the amount you paid for ElgalCoin Investment Packages (or Services) or that the ElgalCoin Investment Packages (or Services) will carry forth its intended usage. You further warrants that by losing the entire purchase amount, it will not adversely affect your livelihood, obligations and dependents. For avoidance of doubt, ElgalCoin hereby expressly states to you that the purchase of the ElgalCoin Investment Packages (or Services) represents a financially high risk activity and that you shall fully bear all losses which maybe incurred from this purchase.

• DISCLAIMER

- ElgalCoin does not warrant that the Service and/or Site are error free or will operate without interruption or are compatible with all equipment and software configurations. ElgalCoin shall not be liable for any loss whatsoever arising from the use of the Service or Site. ElgalCoin shall not be responsible for any system failures or other interruptions that may affect your purchase process.

• LIMITATION OF LIABILITY

- ElgalCoin shall not be liable to you or any third party under any circumstances (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or losses, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses which may be incurred in connection with ElgalCoin or its services and site. ElgalCoin shall not be liable for any unauthorised transactions arising from unauthorised, illegal or fraudulent use of the service and site.

• MODIFICATIONS

ElgalCoin reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for viewing these Terms periodically. Your continued use of the Site or Service after a change or modification of these Terms will constitute your acceptance of the revised Terms. If you do not agree to the modified Terms, you should refrain from using our Services and the Site.

In the event if you do not agree for ElgalCoin to process your data, please notify ElgalCoin via email at support@elgalcoin.com.

