

Terms of Use



TOTALITY

Terms of Use

By accessing or using Totality Wealth Limited's ("Totality") trading platform(s), website, services, chatbot/virtual assistance, systems, websites and apps (collectively referred to as the "Services") you signify that you have read, understood, and agree to terms and conditions as described in this Terms Of Use and Totality's **Privacy Policy**.

The content and information included in these Services are provided by Totality and/or its third party suppliers (collectively, the "Information Providers"). These Services are made available by Totality subject to the terms and conditions stated below.

Modifications to Terms Of Use

Totality, in its sole discretion, has the right to make modifications to these Terms Of Use at any time without notice, and will publish modified terms of the Terms Of Use on Totality's Website or within the trading platform(s). The continuing use of Totality after any published modifications will constitute the client's agreement to the modified Terms Of Use.

Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services and the software provided by Totality, you acknowledge and agree that:

- It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of Totality and/or any third-party Information Provider(s);
- Totality and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.
- You shall not use the Services for any unlawful or unauthorised purpose, including (but not limited to) by submitting any material to Totality through the Services that may be considered (by Totality) to be abusive, defamatory, threatening or otherwise harmful to others; or by uploading or transmitting viruses or any other type of malicious code that will or may be used in a way that may affect the functionality or operation of the Services.
- The use and interpretation of the Services requires skill and judgment, and you shall at all times exercise your own judgement in the use of the Services.
- You are responsible for all statements made and acts or omissions that occur while your user identification name (or "User Name") and passwords are being used. You are responsible for protecting and securing your User Name and password from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on Totality's website, such as the

theft or unauthorized use of your User Name, password, or any other information, you will notify Totality immediately.

- The Services and the software have been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and Totality is not soliciting any action based upon it. Any material provided by the Services is not to be construed as financial, tax, legal or other advice; a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.
- The fact that Totality has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Certain transactions, including those involving complex financial instruments, give rise to substantial risk and are not suitable for all investors. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

Termination

Totality may exercise full discretion in modifying or discontinuing any part or whole of the Services subject to this Terms of Use at any time without cause or prior notice.

Disclaimer of Warranties

Totality and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided on an "as-is" basis, and Totality and/or any third-party Information Provider(s) provide the Services without responsibility for accuracy, correctness and availability. By using the Services you agree that errors and/or omissions contained in the Services shall not be made the basis for any claim, demand or cause of action against Totality or any Information Provider(s).

Limited Liability

Neither Totality nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Terms of Use or resulting from the use or the inability to use the Services, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

Miscellaneous

By agreeing to the Terms of Use of the Services and the software you acknowledge and agree that Totality, in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and Totality. You acknowledge and accept that interactions with Totality via the Services may be used for further development of Totality's algorithms and artificial intelligence models. Any personal information provided by you through the use of the Services is governed by Totality's **Privacy Policy**. You furthermore agree that Totality reserves the right to monitor your use of the Services on the website and that the resultant information may be used by Totality for its internal business purposes.

Any claims arising from these Terms will be governed by and construed in accordance with the laws of New South Wales, Australia and shall be subject to the exclusive jurisdiction of the Courts of New South Wales.