

Terms & Conditions

Last Updated: 27 Jan 2026

Welcome to UpGrade, owned and operated by UpGrade Investments GP LLC, a U.S. limited liability company, located at <https://upgradecapital.co/> (the “**Website**”).

By accessing or using this Website, you agree to comply with and be bound by the following Terms & Conditions (“**Terms**”). Please read them carefully.

Throughout these Terms, the Website, its owners, and its operators may be referred to as “we,” “us,” or “our.”

If you do not agree with any part of these Terms, you must discontinue use of the website immediately.

1. Use of the Website

You must be at least 18 years old to access or use the Website. By using the Website, you represent and warrant that you meet this minimum age requirement.

You are permitted to browse and use Website for lawful and legitimate purposes only. You agree that you will not:

- Engage in activities that disrupt or interfere with the website’s functionality.
- Attempt to gain unauthorized access to systems, accounts, or networks connected to the Website.
- Use the website in violation of any applicable law, regulation, or third-party rights.
- Copy, modify, distribute, or republish any part of the website without prior written permission.

We reserve the right to restrict or terminate access to any user at our discretion.

2. Use on Mobile Devices

You may access the Website through mobile browsers, smartphones, tablets, or other portable devices. By using the website on a mobile device, you acknowledge and agree that:

- Certain features or functions may operate differently compared to the desktop version.
- Standard mobile carrier charges, data usage fees, and other costs associated with mobile connectivity may apply.

- You are responsible for ensuring your device is compatible with the website and has adequate security protections (such as updated software, antivirus tools, and secure network connections).
- We are not responsible for interruptions, reduced performance, or limitations caused by mobile networks, device hardware, operating systems, or third-party software.
- Your use of the Website on any device remains subject to these Terms in full.

3. Information Provided on the Website

Content on the Website is offered for general informational purposes only. We make no assurances regarding the accuracy, completeness, or suitability of the information.

Nothing on the Website should be interpreted as professional, financial, legal, or other specialized advice. You acknowledge that you rely on information provided here at your own risk.

4. Intellectual Property Rights

All materials displayed on the Website, including text, graphics, logos, design elements, audio, video, and software, are owned by or licensed to us and are protected under intellectual property laws.

Except where explicitly permitted, you may not:

- Reproduce, distribute, or display content from the Website.
- Create derivative works based on our content.
- Use our trademarks, trade dress, or branding without authorization.
- Limited, revocable permission is granted for personal, non-commercial use of the website.

5. Copyright Infringement Notice

If you believe that any content on the Website infringes your copyright, please notify us with a written request that includes:

- Description of the copyrighted work claimed to have been infringed;
- Identification of the material that is allegedly infringing;
- Your contact information;
- A statement that you have a good-faith belief the use is not authorized;
- A statement, under penalty of perjury, that the information is accurate; and
- Your physical or electronic signature.

Upon receipt of a valid notice, we will take appropriate action as required by U.S. law.

For all notices, inquiries, or communications regarding the above, please contact us using the email address listed below. All official correspondence must be directed to this mailbox.

Email: hi@upgrade.fund

6. User Accounts

Account Creation: To access certain features, you may be required to create an account. You agree to provide accurate and complete information and to keep your account credentials confidential.

Account Security: You are responsible for all activities that occur under your account. Notify us immediately of any unauthorized use or security breach.

Data Scraping Prohibited: Automated data extraction, scraping, crawling, harvesting, or using bots to collect information from the Website is strictly prohibited unless you have received prior written authorization from us.

Nothing in these Terms shall be interpreted as creating a partnership, joint venture, employment, or agency relationship between you and us.

7. User Contributions

If you submit feedback, suggestions, questions, or any form of content to the Website, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, adapt, and distribute such material for any purpose.

You represent that any content you submit:

- is accurate and not misleading;
- does not infringe any intellectual property, privacy, or contractual rights of any third party; and
- does not contain unlawful, harmful, defamatory, or inappropriate material.

We reserve the right (but are not obligated) to remove or decline user-submitted content.

8. Links to Third-Party Sites

The Website may contain links to external websites operated by third parties. These links are provided solely for convenience. We do not control or endorse the content, products, or services offered on third-party websites and accept no responsibility for your interactions with them.

Your use of such third-party sites is subject to their own terms and policies.

9. Privacy and Data Handling

Your use of the Website may involve the collection and processing of certain personal information.

Please review our Privacy Policy https://cdn.prod.website-files.com/6970d4216782858978f91c55/6981a078330f85028ae51b0f_Privacy%20Policy.pdf, which explains how we handle your data and your rights regarding your personal information.

By using the Website, you consent to the data practices described in the Privacy Policy.

10. No Guarantees or Warranties

You use the Website at your own discretion and risk.

The Website and all content are provided “as is” and “as available”, without warranties of any kind, either express or implied.

We do not guarantee that:

- the Website will always be accessible or free from technical issues; and
- content will be error-free or up-to-date.

Some content available through the Website may be generated or assisted by artificial intelligence technologies. We make no guarantees regarding the accuracy, reliability, or completeness of AI-generated content. You agree that such content is provided for informational purposes only and should not be relied upon as professional advice.

11. Limitation of Liability

To the fullest extent permitted by law, we are not liable for any damages arising from your use of or inability to use the Website, including but not limited to:

loss of revenue, profits, or business opportunities;

- data loss or corruption; and/or
- indirect, incidental, special, or consequential damages.

To the maximum extent allowed under applicable law, our total liability to you for any claim related to your use of the Website shall not exceed one hundred dollars (USD \$100) or the minimum amount permitted by law, whichever is greater.

This limitation applies regardless of whether we were advised of the possibility of such damages.

12. Indemnification

You agree to indemnify and hold harmless the Website, its owners, affiliates, employees, and partners against any claims, damages, liabilities, or expenses (including legal fees) arising from your:

- use of the website;
- violation of these Terms;
- infringement of any rights of another party.

13. Modifications to the Terms

We may update or revise these Terms at any time. Changes become effective once posted on this page. Continuing to use the Website after revisions indicates your acceptance of the updated Terms.

We may modify, suspend, or discontinue any part of the Website at any time without notice.

We encourage you to review this page periodically.

We may assign or transfer our rights and obligations under these Terms without restriction. You may not assign or transfer these Terms without our prior written consent.

14. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or relating to your use of the Website shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles. You agree that all legal actions or proceedings arising out of or related to these Terms shall be brought exclusively in the state or federal courts located in Delaware, and you consent to the personal jurisdiction of such courts.

You consent to the jurisdiction and venue of such courts.

15. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

16. Termination of Access

We may suspend or permanently terminate your access to the Website without notice if we believe you violated these Terms or engaged in harmful or unlawful behavior.

Upon termination, your right to use the website immediately ceases.

17. Entire Agreement

These Terms constitute the entire agreement between you and the Website regarding your use of the Website and supersede all prior agreements, understandings, or representations, whether written or oral.

18. Contact Information

If you have questions regarding these Terms, please contact us at:

UpGrade Investments GP LLC

Email: hi@upgrade.fund

Address: 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, United States of America