ACCESS TECHNOLOGIES OPCO. LTD

TERMS OF USE

Introduction

This web page (together with the documents referred to in it) tells you the terms of use (Terms) on which you make use of https://www.accesswealth.io and https://pro.accesswealth.io/ and The Access Wealth mobile app (our Digital Services). Please read these Terms carefully before you start to use our Digital Services. By using our Digital Services, you are accepting and agreeing to be bound by these Terms. If you do not agree to these Terms, please refrain from using our Digital Services immediately.

Company name: Access Technologies Opco Ltd

Our registered office: Office 1008, Innovation One, Dubai International Financial Centre, Dubai, United Arab Emirates

Reliance on information

Our Digital Services are provided on an 'as is' basis and all information, commentary and other materials posted on our Digital Services are intended for general information purposes only. We therefore disclaim all liability and responsibility arising as a result of any reliance placed on such information, commentary or other materials contained on our Digital Services by any visitor to our Digital Services, or by anyone who may be informed of any of its content.

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You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

Accessing our Digital Services

Access to our Digital Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Digital Services without notice. We will not be liable if for any reason our Digital Services is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Digital Services. You are also responsible for ensuring that all persons who access our Digital Services through your internet connection are aware of these Terms, and that they comply with them.

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Whilst we retain the right to establish any hypertext links between our Digital Services and any third party Digital Services at our discretion, you agree that you will not frame our Digital Services on any other Digital Services or create any hypertext links or deep links between it and any third party Digital Services without our express prior written consent.

If you choose to use links displayed on our Digital Services, which link to third party Digital Services, then you will leave our Digital Services (whether or not you realise that you are leaving). Links on our Digital Services are provided for your information only and we have no control over the contents of those third-party Digital Services or resources. We are not responsible in any way for the material on any other Digital Services that you enter. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of such external Digital Services material causing any damage, costs, injury or financial loss of any kind.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Digital Services or the information it contains, including that: (i) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose; (ii) access will be uninterrupted, error-free or free from viruses; or (iii) our Digital Services will be secure. You read, use and act on our Digital Services and the information it contains at your own risk.

Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent suffered by you or any third party, arising from or in connection with: (i) your use of our Digital Services; (ii) the information it contains; (iii) any inaccessibility of, interruption to or outage of our Digital Services; (iv) any loss or corruption of data; or (v) the fact that the information our Digital Services contains is incorrect, incomplete or out-of-date.

In no event will we 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 our Digital Services, even if we have been advised of the possibility of such damages. We will have no responsibility to inform you of any difficulties experienced by us or third parties with respect to the use of the services or to take any action in connection therewith.

Our right to be indemnified by you

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any liability suffered or incurred by us arising from or in connection with your use of our Digital Services or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms.

Acceptable use and Digital Services security

It is impossible to provide an exhaustive list of what constitutes acceptable and unacceptable use of our Digital Services. In general, we will not tolerate any use of our Digital Services which damages or is likely to damage our reputation, the availability or integrity of our Digital Services or which causes or threatens to cause us to incur any legal, tax or regulatory liability. You must not misuse our Digital Services by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Digital Services, the server on which our Digital Services is stored, or any server, computer, or database connected to our Digital Services. You must not attack our Digital Services via a denial-of service attack or a distributed denial-of-service attack. We will determine, in our absolute discretion, whether your use of our Digital Services is unacceptable, and in this event, we may take such action as we deem appropriate.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious code or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Digital Services or to your downloading of any material posted on it, or on any Digital Services linked to it.

Privacy and cookies

Any personal details we collect from you will only be used in accordance with our Privacy Policy. By using our Digital Services, you consent to us processing your information in this way and you warrant that all data provided by you is accurate. We use cookies on our Digital Services. For more information about how we use cookies and how to accept, delete or reject them please see our Privacy Policy.

Our Digital Services changes regularly

We aim to update our Digital Services regularly and may change the content at any time. If the need arises, we may suspend access to our Digital Services or close it indefinitely. Any of the material on our Digital Services may be out of date at any given time, and we are under no obligation to update such material.

Data Protection

We may, as a result of your interaction with the Digital Services, hold and process personal information obtained about you when you access the Digital Services and use it for servicing our relationship with you, for the purposes of fraud prevention and debt collection, to understand your financial needs, to conduct our business and to provide you with better customer services and products provided by us and those of selected third parties, including to evaluate the effectiveness of our marketing of the Digital Services and for statistical analysis. We may pass this information to our agents, as permitted by law, so that they may do the same and they may pass information held by them about you to us so that we may do the same. We will not disclose any such information outside of our organisation except for fraud prevention purposes and/or if required/obliged by law or Governmental or judicial bodies or agencies or to our regulators under proper authority, or under a strict code of secrecy to sub-contractors or persons acting as our agents or where we have your consent or have previously informed you.

All personal data wherever it is held by us or by our sub-contractors or agents, will be afforded a high level of protection against any authorised or accidental disclosure, access or deletion. By agreeing to these Terms, you agree to such data being so used and that it may be transmitted to others as stated above.

Third Party integrations

We use various third-party services and APIs (collectively, "Integrations") to enable certain features and functionalities on our Digital Services. These Integrations may include, but are not limited to, payment gateways, analytics services, customer relationship management tools, and other operational tools. By using our Digital Services, you acknowledge and agree that certain information may be shared with these third-party providers in accordance with our Privacy Policy, and that the use of such Integrations is necessary to provide you with the services offered on our Digital Services.

While we carefully select our partners, we are not responsible for any disruptions, failures, or issues related to these third-party services. We reserve the right to modify, add, or remove any third-party integrations at our discretion, without prior notice. Your continued use of the Digital Services constitutes your acceptance of any such changes.
You also agree to the terms of use and privacy policies of any third-party services that may be integrated with our platform, as they are necessary for providing our services.

Severability

If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and the validity and enforceability of the other provisions of these Terms shall not be affected.

Variations

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Digital Services.

Jurisdiction and applicable law

These Terms shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the DIFC courts. In the event of a dispute arising from or in connection with these Terms or your use of our Digital Services, both parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation, you agree that the dispute will be resolved through binding arbitration or mediation as determined by us. This does not limit your right to take legal action in the courts, but arbitration or mediation must first be attempted.

Your concerns

If you have any queries regarding our Digital Services or the information contained on it, please contact the Data Protection Officer at email: contact@accesswealth.io.

This version was last updated on 25th June 2025.