



Terms & Conditions

**Resolute Capital Inc.
Reg Nr: 20071549752**

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Welcome to Resolute Capital

Thank you for taking the time to look at our products and services ("Services"). The Services are provided by Resolute Capital (hereinafter "RESOLUTE CAPITAL" or "the company" or "we"), located at Block C, The Old Tannery, 8 Hermon Road, Wellington 7655

By using our Services, you are agreeing to these terms. Please read these Terms and Conditions carefully before using the <http://www.resolutecapitalus.com> website and the mobile application operated by RESOLUTE CAPITAL.

Our Services are very diverse, so sometimes additional terms or product disclosures (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

1. General Provisions

- 1.1. These Terms of Service ('Terms') define terms of use of services, products and software developed and provided by RESOLUTE CAPITAL and constitute an electronic agreement between you as a user (the "member", the "user" or "you") and RESOLUTE CAPITAL.
- 1.2. Members/users may be natural persons or legal entities.
- 1.3. The following terminology applies to our Terms and Conditions, Privacy Policy, Disclaimer notice, Product Description and Disclaimer, and any or all Agreements:
 - a. "Client", "You" and "Your" refer to you, the person accessing this website and accepting the Company's terms and conditions.
 - b. "Services" or "Service" in these Terms refer to all RESOLUTE CAPITAL services, products and software available to Users through the RESOLUTE CAPITAL Platform.
 - c. "Platform" refers to the RESOLUTE CAPITAL Platform via its website, designated for selecting a product accessible by the user via the Website.
 - d. "The Company", "Ourselves", "We" and "Us" refer to our Company RESOLUTE CAPITAL.
 - e. "Party", "Parties" or "Us" refers to both the Customer and ourselves, or either the Customer or ourselves.
- 1.4. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether through formal

meetings of a fixed duration, or by any other means, with the express purpose of meeting the Client's needs in terms of providing the Company's declared services / products, in accordance with and subject to applicable South African laws. Any use of the above terminology or other words in the singular, plural, capital letters and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them.

- 1.5. These Terms and Conditions contain all the essential terms between RESOLUTE CAPITAL and the member unless elsewhere expressly published or provided in writing for acceptance by and between the member and RESOLUTE CAPITAL.
- 1.6. Under these Terms, RESOLUTE CAPITAL may change as RESOLUTE CAPITAL's business adjusts, in which case, the changed operators shall perform their obligations under these Terms with you and provide Services to you, and such change does not affect your rights and interests under these Terms.
- 1.7. Additionally, the scope of RESOLUTE CAPITAL may be expanded due to the provision of new RESOLUTE CAPITAL Services, in which case, if you continue to use RESOLUTE CAPITAL Services, it is deemed that you have agreed to jointly execute these terms with the newly added RESOLUTE CAPITAL Services.
- 1.8. In case of a dispute, you shall determine the entities by which these terms are performed with you and the counterparties of the dispute, depending on the specific services you use and the particular actions that affect your rights or interests.
- 1.9. This agreement is deemed to be concluded between you and RESOLUTE CAPITAL on the date and time you start using the Services provided by RESOLUTE CAPITAL. These are legal terms and conditions of using Services. No other materials, including website texts, prospects, blog posts, and other marketing material should be considered as establishing and defining legal relationship between the user and RESOLUTE CAPITAL.
- 1.10. Use of the Services occurs in the country of registration of the appropriate entity/party, managing the Platform regardless of the user's physical location.
- 1.11. PLEASE READ THE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF RESOLUTE CAPITAL PLATFORM AND SERVICES. BY ACCESSING, BROWSING, USING THE PLATFORM AND SERVICES OFFERED BY RESOLUTE CAPITAL, CONTACTING US YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND THESE TERMS OF SERVICE AND YOU EXPRESS YOUR CONSENT TO THEM.

BY CLICKING THE CONFIRM-CHECKBOX WHILE CREATING THE ACCOUNT ON THE PLATFORM YOU PROVIDE US WITH YOUR EXPLICIT CONSENT TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE OR BY ANY SUBSEQUENT AMENDMENTS OR UPDATES TO THEM, DO NOT ACCESS THE PLATFORM OR USE ANY OF THE SERVICES. IF YOU DO ACCESS THE PLATFORM AND/OR USE ANY OF THE SERVICES, YOU WILL BE BOUND BY THESE TERMS OF SERVICE.

2. Using our Services and preconditions to membership

- 2.1. These Terms and Conditions are entered into electronically and shall be deemed as valid and effectual as if it had been signed physically in manuscript.
- 2.2. All members, including representative / proxy members hereby agree that by accessing and registering with RESOLUTE CAPITAL, and/or by the act of utilizing any RESOLUTE CAPITAL services on our website, that they have read, understood and agree to and will abide by the terms of this agreement.
- 2.3. By accessing this site, you agree and understand the following Terms and Conditions pertaining to this site and its material.
- 2.4. You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide.
- 2.5. You may use our Services only as permitted by law, including applicable export and re- export control laws and regulations.
- 2.6. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.
- 2.7. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.
- 2.8. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law.
- 2.9. Membership of RESOLUTE CAPITAL does not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
- 2.10. In connection with your use of the Services, we may send you service announcements, administrative messages, and other

information. You may opt out of some of those communications.

2.11. Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

2.12. RESOLUTE CAPITAL reserves the right to change these Terms and Conditions without notice to the user. You are responsible for regularly reviewing them and continued use of this site constitutes your acceptance of such changes.

2.13. RESOLUTE CAPITAL owns and maintains this website. Downloading or copying anything from this website will not transfer its ownership to you. Anything you transmit to this website will become property of RESOLUTE CAPITAL and may be used for any purpose seen fit. RESOLUTE CAPITAL reserves all copyright and trademark rights for the material on this site and will enforce such rights to the full extent of the law.

2.14. RESOLUTE CAPITAL expressly warn prospective subscribers that membership and utilisation of the RESOLUTE CAPITAL services is not intended for citizens or residents of jurisdictions where it is illegal and contrary to domestic law to participate in the services offered by RESOLUTE CAPITAL.

3. Disclaimer of Warranty and Limitation of Liability RESOLUTE CAPITAL

3.1 RESOLUTE CAPITAL does not guarantee the accuracy of materials and information provided herein and expressly disclaims warranties of merchantability or fitness.

3.2 RESOLUTE CAPITAL, its affiliates and employees are not responsible or liable for loss or damage of any kind stemming from this website or its contents, nor does RESOLUTE CAPITAL guarantee the accuracy of them.

3.3 The information on this site is for information purposes only — it is not to be considered an offer or solicitation of any kind, by any person. You are strongly advised to seek the advice of a financial advisor before participating in any of the products or services offered by RESOLUTE CAPITAL.

3.4 Nothing on the RESOLUTE CAPITAL website should be construed as investment advice from RESOLUTE CAPITAL.

3.5 By subscribing and becoming a member of RESOLUTE CAPITAL, the person signing up warrants that they are knowledgeable in investment matters, can afford the economic risks inherent in

the services offered by RESOLUTE CAPITAL, understand the risks involved, and believe that the services of RESOLUTE CAPITAL are suitable for them and their financial needs.

- 3.6 RESOLUTE CAPITAL regardless of whether it is a registered or authorized financial services provider, does not give advice to members/users in relation to any of the Services and the member/user agrees that they are solely responsible for the choice of Services and that the product selected has been considered suitable to their needs based on independent advice and/or thorough research by the member.
- 3.7 RESOLUTE CAPITAL does not provide the member/user with advice or intermediary services pertaining to financial products as defined in the Financial Advisory and Intermediary Services Act no. 37 of 2002.
- 3.8 RESOLUTE CAPITAL is not and does not portray or attempt to portray itself as a registered or authorized financial securities services provider or brokerage, as defined in the Financial Markets Act, No.19 of 2012.
- 3.9 Any member/user who requires financial advice, is encouraged to consult their own personal financial advisor to assist them in that regard.
- 3.10 RESOLUTE CAPITAL provides an indicative result or expected outcome for any particular service but does not guarantee or warrant the indicative or expected returns or specific growth, rates, percentages or outcomes regarding the services.
- 3.11 Members utilise the services provided by RESOLUTE CAPITAL entirely at their own risk, without any liability attaching to RESOLUTE CAPITAL for losses suffered by members arising from or out of the services.
- 3.12 The RESOLUTE CAPITAL website may contain links to external websites offered by third parties. We have not reviewed the content of these websites and hereby refute any responsibility for materials posted on those sites, nor do we endorse or recommend any services or products offered on them.
- 3.13 It is the responsibility of the member to ensure that phishing and scam emails are identified. The member also acknowledges that they are aware that internet email security is not guaranteed and by sending sensitive information to us by such a method, you accept the risks involved.
- 3.14 Any personal information you provide to us will be kept

confidential, unless we are obliged by law to disclose such information.

4 Disclaimer and risk warning concerning cryptocurrencies

- 4.1 All trading on the financial markets involves risk of capital loss.
- 4.2 Virtual (Crypto) currencies such as Bitcoin and other Cryptocurrencies are not regulated by any regulatory body and are therefore not protected if the platform that exchanges or holds the virtual currency fails or goes out of business. There is always a risk associated with buying, holding or trading virtual currencies.
- 4.3 Members should be aware that virtual currencies fall outside the scope of known regulated investment services.
- 4.4 The value of Cryptocurrencies is highly volatile, may fluctuate rapidly, widely, irrespective of the overall market conditions and may result in loss of all the invested capital over a short period. Please be aware of all the risks associated with trading Cryptocurrency. Before getting involved with trading or investing in Cryptocurrency, it is necessary to have detailed and updated knowledge of related blockchain technologies.
- 4.5 You hereby acknowledge and accept that by reading this Risk Warning Notice you have been informed of the particular risks involved in investment decisions relating to Cryptocurrencies.
- 4.6 You hereby acknowledge and understand that the information included in this Warning cannot and does not disclose or clarify in full the whole spectrum of risks involved in trading or investing in Cryptocurrency.
- 4.7 The member individually and solely assumes the risk that the outcomes of the services utilised within RESOLUTE CAPITAL may be, or later become, subject to taxation and/or any other duties imposed.
- 4.8 RESOLUTE CAPITAL therefore does not warrant that no tax and/or any other duty will become payable. The member remains personally responsible for any taxes and/or any other duty which may accrue in respect of the utilisation of the RESOLUTE CAPITAL services.
- 4.9 The information contained on this website is provided on an " as is " basis. To the fullest extent permitted by law, RESOLUTE CAPITAL excludes all representations and warranties with respect to this website and its content or that are or may be

provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the Company's documentation; and excludes any liability for losses or damages arising out of or in connection with your use of this website.

- 4.10 RESOLUTE CAPITAL and its directors, traders, agents, employees or assigns will not be responsible for lost profits, revenues, losses of any other type, loss of data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.
- 4.11 Members should only allocate fund contributions that is deemed unincumbered funds and not funds needed to make essential daily, weekly, monthly, annual living from. Funds allocated should be deemed for speculative allocation with proper discretionary risk management.
- 4.12 If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify RESOLUTE CAPITAL and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

5 Cancellation Policy

- 5.1 A minimum of 30 working days' notice of cancellation is required and depending on the product the cancellation period may be longer and require up to 3 months to cancel.
- 5.2 Such notice may be given, in person, by email, mobile phone, text message and/or fax, or by any other means, and will be accepted subject to written confirmation.
- 5.3 We reserve the right to charge a cancellation fee of 10% to cover any administrative costs.
- 5.4 Most of the Financial products have a block on contributions for 3 months and RESOLUTE CAPITAL will not release suchlike products earlier than the available release date prescribed.

6 Modifying and Terminating our Services

- 6.1 We are constantly changing and improving our Services.

- 6.2 We may add or remove functionalities or features, and we may suspend or stop a Service altogether.
- 6.3 We reserve the right to modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services.
- 6.4 You should look at the terms regularly. If a revision is material, we will try to provide at least 3 days' notice prior to any new terms taking effect.
- 6.5 What constitutes a material change will be determined at our sole discretion.
- 6.6 We will notify you of modifications to these Terms and the Services.
- 6.7 Changes will not apply retroactively.
- 6.8 Changes addressing new functions for a Service or changes made for legal reasons will be effective immediately.
- 6.9 If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.
- 6.10 If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.
- 6.11 These terms control the relationship between RESOLUTE CAPITAL and you. They do not create any third-party beneficiary rights.
- 6.12 If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).
- 6.13 If it turns out that a particular term is not enforceable, this will not affect any other terms.
- 6.14 The member and RESOLUTE CAPITAL both have the right to terminate the services or membership for any reason whatsoever at any time, including the termination of services already in progress.
- 6.15 RESOLUTE CAPITAL may also stop providing services to you or add or create new limits to our services at any time.
- 6.16 No refund will be offered when a service is deemed to have commenced and is, for all intents and purposes, in progress.

- 6.17 Any amount paid to us that constitutes payment for the provision of unused Services, will be refunded when showing appropriate documents and proof.

7 Disputes, Governing Law, Jurisdiction and Arbitration

- 7.1 By accessing this site, you agree that the laws of the Republic of South Africa apply to all matters pertaining to the site's use and services offered herein.
- 7.2 You also agree that the Courts of the Republic of South Africa shall have exclusive jurisdiction over such matters. Should any of the Terms and Conditions become unenforceable, it shall be considered as replaced by one deemed appropriate to stand as enforceable or by provision of the law, which is closest to the intention of the parties.
- 7.3 This agreement doesn't replace or amend any other contracts and agreements you have with RESOLUTE CAPITAL.
- 7.4 This site is not directed at any jurisdiction and is not intended for any use that would be contrary to local law or regulation.
- 7.5 The contract between the RESOLUTE CAPITAL and the member shall be regulated by the Law of the Republic of South Africa, and notwithstanding the domicile or residency of the member, such Laws shall apply to any disputes or claims relating to, arising out of or in connection with this contract, including your participation in RESOLUTE CAPITAL, or your activities as a participant in RESOLUTE CAPITAL.

8 Privacy Policy

- 8.1 We are committed to protecting your privacy. RESOLUTE CAPITAL's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that RESOLUTE CAPITAL can use such data in accordance with our privacy policies.
- 8.2 Only authorized employees within the company who, in the course of their duties, can access and use information collected from individual customers.
- 8.3 We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorized actions against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL.

This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links others website

Our Service may contain links to third-party web sites or services that are not owned or controlled by RESOLUTE CAPITAL. RESOLUTE CAPITAL has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material.

Please note that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them.

This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties. You further acknowledge and agree that RESOLUTE CAPITAL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Links to this website

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above apply to your use of this website.

Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in South Africa and other countries. The brand names and specific services of this Company featured on this web site are trade marked

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement.

No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation.

Subscriptions

Some parts of the Service are billed on a subscription basis. You will be billed in advance on a recurring monthly levied if any.

Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

RESOLUTE CAPITAL gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by RESOLUTE CAPITAL as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by

RESOLUTE CAPITAL in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

Contact Us

If you have any questions about these Terms, please contact us at info@resolutecapitalus.com



RESOLUTE CAPITAL
— BE RELENTLESS —