

WEBSITE TERMS OF USE

General

This website is owned and operated by Blackwell Global Investments Limited (hereafter “Blackwell Global”, the “company”, “we”, “us”, “ours”). Your access to and use of this website is subject to these terms and conditions (hereafter “Terms”), our Terms of Business, Privacy Policy and any other legal notices and statements contained on this website. By accessing and using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms.

The information on our website is not directed to residents of the United States, Belgium, Iran, New Zealand, North Korea, Cambodia, Singapore, and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the Terms and comply with any local law or regulation to which they are subject.

Information and Data

Blackwell Global takes reasonable efforts to ensure that the information provided on our website is accurate at the date of publication. All information and materials contained in the website are subject to change at any time and from time to time, without prior notice. To the maximum extent permitted by law, the Company does not accept any responsibility resulting in any way from errors in, or omissions from, the information on the website. We will not assume any liability for any loss or damage of any kind arising out of, or caused by, whether directly or indirectly, the use of any part of the information provided.

The information on this website is intended for general informational purposes, for your non-commercial, personal use only. The information provided does not take into account the specific investment objectives, financial situation or needs of any particular person, and should not be construed as an offer of, or solicitation for a transaction or a recommendation to invest in any financial products or services.

Intellectual Property Rights

All proprietary information, including but not limited to, intellectual property rights such as trademarks, service marks, graphics and logos used in connection with the Website are owned, licensed to or controlled by Blackwell Global or its respective licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners. We reserve the right to enforce these intellectual property rights to the fullest extent of the law.

Except where necessary in order to view the information on this website on your device or browser, you acknowledge and agree not to copy, reproduce, modify, transmit, distribute, commercially exploit or howsoever deal with any content or material from the website in any form or by any means without our prior written permission. Further, you warrant not to use the website for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activities which infringe our rights or the rights of others.

Third-party content

Although the website may contain links to other resources provided by third parties, Blackwell Global is not, directly or indirectly, implying any association, or affiliation with any of the linked resources, unless specifically stated therein. We do not make any representations or warranties about the content, suitability or appropriateness about the content or products contained in any third-party websites or resources.

We are not responsible, and do not assume any responsibility or liability for the actions, products, services, and content of any third parties. You should carefully review the legal statements and other conditions of use of any such resources which you access through a link on the website. Your linking to any other off-site resources is at your own risk. By using and/or accessing the third-party websites or resources, you expressly relieve Blackwell Global from any and all liability in connection with the acts, omissions or defaults of such third parties.

Limitation of liability

To the maximum extent permitted by applicable law, in no event will Blackwell Global, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any direct, indirect, incidental, special or consequential damages however caused, in connection with, arising out of or in any way related to this Terms, the use or inability to use the website, regardless of any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages.

Indemnification

You agree to indemnify and hold Blackwell Global and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your use of the website, or any wilful misconduct on your part.

Severability

All rights and restrictions contained in this Terms may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Terms illegal, invalid or unenforceable. If any provision or portion of any provision of this Terms shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Termination

Blackwell Global reserves the right in its sole discretion to block and/or terminate your usage of the website at any time, for any reason, with or without cause and without prior notice.

Amendments to the Terms

Blackwell Global reserves the right to modify this Terms at any time at its sole discretion. An updated version of this Terms will be effective immediately upon the posting of the revised Terms on the website, unless otherwise specified. By continuing to use of the website after the effective date of the revised Terms (or such other as specified at that time) will constitute your consent and acceptance to those changes.

Jurisdiction

These terms and conditions are governed by the law in force in New Zealand, and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts for determination of any dispute concerning the terms and conditions.