

GUGU Affiliate Program Terms and Conditions

(Established by 2023.10.16)

Terms of Use Agreement

This Online Services Agreement (this "Agreement") applies to (i) the GUGU Website (the "Website") and (ii) the electronic content contained on the Website, as well as any features or content we may add in the future (the "Services"). This Agreement serves as the terms and conditions for your use of the Website. In continuing to access or use the Website, you agree to follow the Terms and Conditions as they may apply to you.

Eligibility

The following types of sites are not allowed to participate in the Affiliate Program: adult sites, sites that display adult banners, sites that promote violence, bigotry, or hatred, sites that promote illegal activity. If we reject your application, you may reapply in three months. We reserve the right to accept or reject Affiliates in our sole discretion. We reserve the right in our sole discretion to reject an Affiliate application even after we have communicated acceptance to the Affiliate and to remove an Affiliate from the Affiliate Program at any time for any reason. We may reject your application if we determine, in our sole discretion, that your Website is inappropriate or objectionable.

If you are a supplier or employee or agent of a GUGU Competitor (each, an "Ineligible Party") you are not eligible to participate in the Affiliate Program. A GUGU Competitor means any entity providing online trading services, including, without limitation, ETrade, TD Ameritrade, OptionsXpress, TradeStation, Charles Schwab, Fidelity, TradeKing, OptionsHouse, Scottrade, Muriel Siebert, Bank of America, Wells Fargo, and any successor entity to the foregoing. If you are an Ineligible Party, or are not sure whether you are or are not an Ineligible Party, you must contact us before attempting to accept the terms of this Agreement. If you accept the terms of this Agreement, you agree to (i) terminate this Agreement immediately if you become or GUGU determines you are an Ineligible Party at any time and (ii) keep confidential any Confidential Information, as defined below, which you have gained access to during your participation in the Affiliate Program. Any breach of this provision shall be deemed a material breach of this agreement.

Definitions

"Affiliate Partner Site" shall mean (i) the World Wide Web site, (ii) e-mail communication or (iii) software application which, in either case, is controlled by Affiliate Partner that contains a Link in accordance with the terms of this Agreement.

"Completed Referral" shall have the meaning described below under the section Referral Fees.

"Link" ("Links") shall mean the graphic or textual hyperlink in the form obtainable from the GUGU Affiliate Dashboard which when placed on the Affiliate Site and "selected" by a user of the Affiliate site: (i) establishes a direct hyperlink connection from the Affiliate Site to the GUGU Site and (ii) which contains technology provided by or on behalf of GUGU which allows GUGU to track Referee activity on the GUGU Site. Such technology may be embedded in the URL.

"Referee" shall mean a user of the Affiliate Partner Site who connects directly to the GUGU Site through a Link.

"Referral Fee" shall mean the agreed amount paid to the Affiliate by GUGU for each Completed Referral. Please see the section entitled Affiliate Referral Fees.

"Term" shall have the meaning ascribed below in section entitled Effective Date and Termination.

Scope and Effect of this Agreement

The Services provided herein are operated by Asia Win Inc, either alone or in conjunction with its affiliates, agents and partners. To access any of the Services, and as a condition to visiting and using the Website generally, you must agree, without modification, to the terms and conditions of this Agreement. We may also ask you to follow additional rules, guidelines or other conditions that govern the use of a particular Service at the time you register for or use that Service. This Agreement incorporates by reference the rules and guidelines of any Service for which you have registered.

These terms of use are additional to the terms of the customer agreements governing your account. In addition, you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. If you object to any terms and conditions of the Website at any time, you should discontinue use of the Website, and terminate your access immediately by sending an email to support@gugu.fund.

We endeavor to keep the rates and fees posted at the Website current. However subject to applicable legislation, rates, fees and information are subject to change at any time without notice to users and the posted rates and fees at the Website may not immediately reflect such changes.

Revisions and Relation to Other Agreements or Disclosures

GUGU may revise this Agreement at any time, and you agree to be bound by future revisions. This Agreement will always be available for your review at www.gugu.fund. While GUGU will endeavor to advise current registered users by email of material changes to the terms and conditions, it is your responsibility to check for changes.

GUGU may offer other services from time to time that are governed by different or additional terms and conditions. The Services are subject to any disclosures or disclaimers found within the Services. GUGU reserves the right to modify or discontinue, temporarily or permanently, a Service (or any part thereof) with or without notice. You agree that GUGU will not be liable to you or to any third party for any modification, suspension or discontinuance of a Service.

No Solicitation and Jurisdiction

Products and services of GUGU and its affiliates are only offered in jurisdictions where they may lawfully be offered. Some of the products and services of GUGU and its affiliates may only be available in certain jurisdictions. Any products and services mentioned on the Website are available only in accordance with local law and only where they may be lawfully offered. All products and services are subject to the terms of the applicable agreement.

The information on the Website should not be taken to constitute an offer, solicitation or distribution of securities by anyone in any jurisdiction outside the United States, or to any person to whom it is unlawful to make an offer, solicitation or distribution.

Registration Information and Requirements

When you register for a Service, we may ask you to give us certain identifying information ("Registration"). You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person, entity or association, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from GUGU for any purpose. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the Registration process and in our Privacy Policy.

For your protection and the protection of our other customers and Website users, we ask you not to share your Registration information (including passwords, usernames, and screen names) with another person for the purpose of facilitating their access and unauthorized use of any Service. You alone are responsible for all messages posted, statements made, or acts or omissions that occur within the Website through the use of your Registration information. If you believe that someone has used your Registration information to access any Service without your authorization, please tell us through our support system.

Links

Links are available through the GUGU app. You will be able to download text links , with embedded Affiliate-specific HTML code, that we have made available for you to use in your website. You may use the HTML code provided by GUGU only to link to the GUGU's website. When Links are placed on the Affiliate Partner site and "selected" (clicked) by a user of the Affiliate site: (i) establishes a direct hyperlink connection from the Affiliate Partner Site to the GUGU Site and (ii) which contains technology provided by or on behalf of GUGU which allows GUGU to track Referee activity on the GUGU Site. Such technology may be embedded in the URL. You must ensure that each of the links between your site and our site are Tagged Links, otherwise referral fees that might have otherwise been earned by you will not be tracked and recorded. We will not be liable to you for any lost commissions resulting from your failure to use Tagged Links.

All Links are subject to our approval and we will provide you with the information necessary to establish the Links. You agree to cooperate fully with GUGU to maintain such Link or Links and you further agree that (a) no Link or Links shall be modified, expanded or reduced in any way without our consent and (b) no Link or Links on your Website shall in any way modify the look, feel and/or functionality of our Website. We reserve the right to monitor your Website at any and all times to ensure your compliance. The marketing materials have been checked for compliance with FINRA regulations. Any marketing materials developed by you must be approved by GUGU prior to use. In addition, any modifications to any marketing materials provided by GUGU must be approved by GUGU before use. You may use the Links provided by us only to link to or search the GUGU website, provided that you do not use the HTML code provided by us in connection with any feature in your website which is devoted to a comparison of the brokerage information or services offered by us to information or fares offered by any of the GUGU's then existing competitors.

Even though you are a member of the Affiliate Program, you may not in any manner misrepresent or embellish the relationship between you and us, nor may you express or

imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that GUGU supports, sponsors, endorses or contributes money to any charity or other cause). An Affiliate relationship between GUGU and Affiliate also does not imply or denote endorsement of any product or service promoted on your website.

Affiliate Referral Fees

The amount of the Affiliate Referral Fee for each Completed Referral will be determined by GUGU and set forth in Schedule One after the acceptance and commencement of this Affiliate Agreement by GUGU. Referral Fees are paid within 7 working days after the referee satisfies bellowing conditions, and Referral Fee rates are subject to change at any time in our sole discretion without notice.

Payment of an Affiliate Referral Fee is approved when the following events occur:

1. A relationship between the Referee and GUGU does not already exist, including, but not limited to, a household relationship. A household relationship exists when the Referee has the same address as one of our existing customers. Additionally, the Referee's account application is not rejected due to disqualification at the discretion of GUGU.
2. Only one Affiliate will be entitled to a Referral Fee for any Referee and only one Referral Fee will be paid per Referee. For thirty days after a Referee initially enters our Website from an Affiliate, the right of other Affiliates to earn a Referral Fee as to that User is suspended (a "Lockup Period").
3. You will not be eligible for a Referral Fee as to any Referee who has prevented cookies from being saved or who otherwise cannot be tracked by our tracking system for any reason.
4. All of the account application documents are submitted to GUGU within 30 days after account opening.
5. All accounts must deposit \$500 or more within 30 days of account opening.
6. Commission will be granted 7 days later after the Referee satisfies above conditions.

Site Responsibilities

Providing Links, Tracking and Reporting: GUGU will provide some of the affiliate tracking and reporting. Each affiliate is assigned a unique Affiliate tracking code. Your tracking code is automatically generated when you log into the GUGU Affiliate platform. Your tracking code is included in the image HTML you paste onto your website. From this Affiliate Platform you will be able to view statistics of completed referrals. You may not alter these links in any way. Furthermore, you may not use any graphical links other than those provided for you in the Affiliate Dashboard without written permission from GUGU. These links are subject to change at any time, in our sole discretion. GUGU will be happy to assist you with link creation and strategic placement. The statistics provided on the Affiliate platform will be current to the previous business day.

Limited License

GUGU grants you a non-exclusive, non-transferable and limited personal license to access and use the Website. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You agree not to resell or permit access to the Website to others and not to copy any materials appearing on the Website for resale to others. You further agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Website. You shall not obtain any intellectual property rights in or any right or license to use such materials or the Website other than as set out herein.

Communications

Unless otherwise indicated for a particular Service, any communications or material of any kind that you email, post or otherwise transmit through the Services, including data, questions, comments, or suggestions (your "Communications") will be treated as non-confidential and nonproprietary. You hereby grant a license to GUGU to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the Website or elsewhere with no liability or obligation to you. GUGU is free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information. GUGU its affiliates and agents are entitled, but not obligated, to review or retain your Communications. We may monitor your Communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Website, or for other reasons. You agree that monitoring activities by GUGU or its agents will not entitle you to any cause of action or other right with respect to the manner in which GUGU monitors your Communications and enforces or fails to enforce the rules and guidelines of any Service and the terms of this Agreement. In no event will GUGU be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of such monitoring activities.

Use of Services

The following requirements apply to your use of any Service:

You will not use any electronic communication feature of a Service for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

You will not collect or store personal data about other users.

You will not use any Service for any commercial purpose not expressly approved by GUGU in writing. You will not upload post, e-mail or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.

You will not upload, post, e-mail or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

Virus Checks

You will take reasonable precautions to scan for computer viruses, worms, trojan horses, and other items of a destructive nature. You will also ensure that you have a complete and current backup of the information contained on your computer system prior to using the Website.

Market Information

We may make available to you through one or more Services a broad range of financial information that we obtain from our agents, vendors, or partners ("Third Party Providers"). This may include financial market data, quotes, news, articles, text, graphs, databases, audio clips, video clips, broadcasts, seminars, analyst opinions, and research reports. Collectively, we refer to this as "Market Information." GUGU does not endorse or approve the Market Information, and we make it available to you only as a service and convenience. GUGU and our Third Party Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or (2) warrant any results from your use or reliance on the Market Information or that the Market Information will meet your needs. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither GUGU nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither GUGU nor the Third Party Providers will be liable in any way for the termination, interruption, delay, or inaccuracy of any Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by GUGU to receive Market Information.

Information on the Website is for information purposes only and is not intended to provide investment, financial, legal or accounting advice and should not be called upon in that regard. Information provided on the Website is believed to be reliable when posted. However, GUGU does not guarantee the quality, accuracy, completeness or timeliness of the information provided. GUGU assumes no obligation to update the information or advise on further developments concerning topics mentioned. Information contained on the Website may contain typographical errors. Information provided may be changed without notice. Own Risk, Computer Access, Maintenance of Protection

You agree to use the Website at your own risk. You are responsible for providing and maintaining the means by which to access the Website, which may include without limitation a personal computer, modem and telephone or other access line. You are responsible for all access and service fees necessary to connect to the Website and assume all charges incurred in accessing such a system. You further assume all risks associated with the use and storage of information on your personal computer.

You represent and warrant that (i) you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of computer viruses or other similar harmful or inappropriate materials, devices, information or data and (ii) you will not transmit to or in any way whether directly or indirectly expose GUGU or any of GUGU's online service providers to any computer virus or other similar harmful or inappropriate material or device.

Technical Problems

You understand that while the Internet and the World Wide Web generally are dependable, technical problems or other conditions may delay or prevent you from accessing the Website. GUGU shall not be liable for, and you agree not to hold or seek to hold GUGU or any of its service providers liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions,

system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects. GUGU does not represent, warrant or guarantee that you will be able to access or use the Website at times or locations of your choosing, or that GUGU will have adequate capacity for the Website as a whole or in any geographic location. GUGU does not represent, warrant or guarantee that the Website will provide uninterrupted and error free service. GUGU does not make any warranties or guarantees with respect to the Website and its content, including without limitation, warranties for merchantability or fitness for a particular purpose.

Hyperlinks and Dealing with Advertising

GUGU may provide a link to other sites that are controlled or offered by third parties. The fact that GUGU has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and GUGU cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold GUGU liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that neither GUGU nor any of its affiliates or their respective officers, directors or employees shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

Trademarks and Copyrights

All content, trademarks, services marks, trade names, logos, and icons are proprietary of GUGU or its affiliates or agents and are protected by United States and/or other copyright laws and international treaty provisions. Nothing contained on the Website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark without the written permission of GUGU or such third party that may own the trademarks. Your use of the trademarks or any other content of the Website, except as provided herein, is strictly prohibited.

Images displayed on the Website are either the property of, or used with permission by, GUGU. You are prohibited from using or authorizing the use of these images unless specifically permitted under this Agreement. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

Declaration

By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with GUGU do not originate from drug trafficking, abduction, or any other criminal activity.

Tax Collection

Customer knows, understands and agrees that, in general, GUGU does not collect tax for any authority in any form or manner.

Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the GUGU's services.

Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that GUGU may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with GUGU.

Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the GUGU may deduct such taxes, and that Customer shall have no claim towards GUGU with regard to such deductions.

Waiver and Amendment

Customer understands, acknowledges and agrees that GUGU may amend or change this Agreement at any time.

GUGU will provide notice to Customer of any such amendment or change by posting the amendment or change on GUGU's website or by sending an e-mail message to Customer at least 7 days before it takes effect.

Customer agrees to be bound by the terms of such amendment or change on that date.

In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's open positions and instruct GUGU regarding the disposition of all assets in Customer's account within ten (10) business days after notice of the amendment or change has been posted on GUGU's website or otherwise notified Customer.

No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by GUGU or failure of GUGU's agents to assert its rights under this Agreement on any occasion or series of occasions.

No oral agreements or instructions to the contrary shall be recognized or enforceable.

Limitation of Liability and Indemnification

You agree to indemnify and hold GUGU and its affiliates, agents, employees, and licensors (including the Third Party Providers) harmless against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred by GUGU (including, but not limited to, reasonable attorney fees) arising out of or relating to (i) your violation of this Agreement, provincial, state or federal securities laws or regulations or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right, or (ii) any misrepresentation made by you or any breach of your representations or warranties. GUGU reserves the right, at its expense, to assume the excessive defense and control of any material subject to the foregoing Indemnification.

Risk Acknowledgment

Customer acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.

Customer understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses.

Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of OTC trading and in consideration of GUGU's carrying his/her account(s), and Customer agrees not to hold GUGU and any of its subsidiaries, affiliates or agents responsible for any losses incurred by Customer.

Customer recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.

Customer acknowledges that Customer has received no such guarantees from GUGU or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her GUGU account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

The high degree of leverage that is obtainable in the trading of Options and Spread transactions can work against you as well as for you. Leverage can lead to large losses as well as gains.

During times of extreme volatility it can be difficult or impossible to execute orders.

Disclosure of Financial Information

The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition.

The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.

The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.

The Customer agrees to immediately inform us if the Customer's financial condition change in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

Warning Regarding Volatile Markets

In times of market volatility and high trading volumes, including both at market opening and during the trading day, and including situations of high volume trading of so-called "hot items", customers of brokerage services may experience delays in the execution of their orders for securities, commodities, currencies and/or derivatives instruments thereon. A delay in the processing of a market order placed through an on-line brokerage service during a period of market volatility or high trading volume may expose the customer to the risk of trade execution at a market price that is significantly different from the market price of the subject investment instrument at the time the order was placed. Once an order is placed, it may be difficult or impossible to cancel the order before the order is executed.

In those circumstances, GUGU and its affiliates bear no responsibility to you for the discrepancy between the market price of the investment instrument at the time of order placement and the market price of the investment instrument at the time of trade execution.

To minimize the risk in this situation, you should consider the advisability of placing limit orders in lieu of market orders, limiting the price at which your order will be filled. If you place a market order, the broker is required to execute the market order at the earliest opportunity without regard to price at the time of execution. Limit orders, on the other hand, will be executed only at a specified (limit) price or better. While the market for the security may be such that the customer's limit order does not get filled in whole or in part, this outcome may be considered more desirable than the risk of a fill at an undesirable price.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GUGU AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GUGU AND ITS AFFILIATES MAKE NO WARRANTY THAT i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, ii) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND vi) THE CONTENT OF THE WEBSITE IS ACCURATE OR COMPLETE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GUGU OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER GUGU NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GUGU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: i) THE USE OR THE INABILITY TO USE THE WEBSITE; ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR v) ANY OTHER MATTER RELATING TO THE WEBSITE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Term and Termination

The license granted under this Agreement will terminate if GUGU believes that any information provided by you, including your email address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each Service. Upon such violation, you agree to terminate access to the Services. You agree that GUGU in its sole discretion and with or without notice, may terminate your access to any or all Services, and remove and discard any information or content within a Service.

Entire Agreement

This Agreement together with all references to GUGU's policies and procedures made in this Agreement, and together with the Risk Disclosure Statement, Trading Conditions and

Charges and Privacy Statement embodies the entire agreement between GUGU and the Customer, superseding any and all prior written and oral agreements.

Assignment

Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of GUGU. Any attempted assignment or transfer in violation of the foregoing will be void. GUGU may freely assign this Agreement.

Governing Law; Severability

This Agreement shall be governed by the laws of the United States applicable therein without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with GUGU anywhere. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Binding Effect

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with GUGU irrespective of any change or changes at any time in the personnel of GUGU or its successors, assigns, subsidiaries, affiliates or agents.

This Agreement including all authorizations, shall inure to the benefit of GUGU and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.

Customer hereby ratifies all transactions with GUGU affected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.