

TERMS AND CONDITIONS

1. INTRODUCTION TO THESE TERMS AND CONDITIONS

1.1 These Terms and Conditions ("Terms") apply to, and govern, your use of all the mobile applications, products, software, services, websites, publications, email subscriptions, and the content thereof, other services made available to you, and your relationship with us (collectively, the "Service"), which are all owned and operated by **GUGU**, the trading name of **Asia Win Inc Limited**. **GUGU**, **Asia Win Inc Limited**, and related entities are referred to as "GUGU," "we," "us," or "our" in this document.

1.2 When we refer to the Service, we also mean any portion, aspect, or feature of our services or the Service. The words "you," "your," and "yours" refer to you as the user of the Service.

2. INFORMATION ABOUT US

2.1 **GUGU App** is the trading name of **Asia Win Inc Limited**, a company registered in Hong Kong.

3. IMPORTANT NOTICE ON THESE TERMS

3.1 You can accept the Terms by:

(a) Clicking to accept or agree to the Terms, where this option is made available to you in the user interface (mobile application, hereinafter referred to as the "GUGU App") for the Service; or
(b) Simply using the Service or continuing to have access to the Service. In this case, you understand and agree that we will treat your use of (or access to) the Service as acknowledgment that you have read, understood, accepted, and agree to be bound by the Terms from that point onwards.

3.2 The latest version of these Terms will be made available on our website, and it is your responsibility to review all terms regularly. Continued use of the Service constitutes your acceptance of these Terms, including any revisions to them.

3.3 Additional terms and conditions, policies, agreements, and/or disclosures may be prescribed by us and shall be considered an integral part of these Terms and incorporated into these Terms by reference ("Additional Terms").

3.4 The Additional Terms include, without limitation, the agreements and disclosures located at <https://www.gugu.fund/>. If you do not agree to the Terms at any time, we will not license the Service to you, and you must stop using the Service immediately.

4. THIRD-PARTY TERMS AND CONDITIONS

4.1 Your access to the Service may also be subject to terms of use, privacy, and other agreements required by third-party providers in connection with the use of your device, telephone, wireless, and other services.

5. PROVISION OF INFORMATION

5.1 You agree to provide us with all information, documents, and/or assistance as may be necessary to enable us to comply with our obligations under all applicable laws, rules, and regulations, including, but not limited to, anti-money laundering and countering of terrorism financing purposes.

5.2 You acknowledge that we may implement security procedures to verify your identity.

5.3 Your information will be handled in compliance with the **Privacy Act 1988** and the **Australian Privacy Principles**. If you provide personal data of another person, you warrant that the person has consented to the processing of their data.

5.4 All communication and documents shall be provided in English. Translations, if provided, are for information purposes only, and the English version will prevail in the event of any inconsistency.

6. DEFINITIONS AND INTERPRETATIONS

Definitions of key terms used in these Terms can be found in this section.

7. INFORMATION ABOUT YOU

7.1 You acknowledge that you are a self-directed investor responsible for your own investment decisions.

7.2 All trades and orders placed through the Service are at your sole risk and responsibility.

7.3 We accept no responsibility for the performance or future performance of any investment or transaction made through the Service.

8. SERVICE AVAILABILITY

8.1 While we use reasonable efforts to maintain the Service, we cannot guarantee uninterrupted or error-free operation at all times.

9. USE OF SERVICE AT YOUR OWN RISK

9.1 You agree to use the Service at your own risk and acknowledge associated risks, including delays, interruptions, or inaccuracies in data transmission.

10. TECHNOLOGY REQUIREMENTS

10.1 You are responsible for ensuring compatibility and proper functioning of your devices to access the Service.

11. ELIGIBILITY CRITERIA

11.1 Access to the Service may be limited based on eligibility criteria, which may change at our discretion.

12. CONTENT

12.1 Content provided via the Service is for educational purposes only and does not constitute investment advice.

13. MARKET DATA

13.1 Market data provided through the Service is for informational purposes only.

14. PROHIBITED USES

14.1 Prohibited activities include using the Service for illegal purposes, reverse engineering, or interfering with its operation.

15. TAX

15.1 You are responsible for managing your tax matters and complying with applicable tax laws.

16. YOUR RIGHTS & RESPONSIBILITIES

16.1 You are responsible for safeguarding your account credentials and for all transactions conducted through your account.

17. BINDING USE OF ELECTRONIC COMMUNICATIONS

17.1 By using the Service, you consent to receive electronic communications from us.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

18.1 The Service is provided on an "as is" basis without warranties of any kind.

19. INDEMNIFICATION

19.1 You agree to indemnify us against any claims, losses, or damages resulting from your use of the Service.

20. BROKERAGE

20.1 You authorize us to act as your agent to execute transactions as per these Terms.

21. CHARGES & PAYMENTS

21.1 You are responsible for all fees, taxes, and charges associated with your account.

22. REWARDS

22.1 Any rewards offered by us are subject to specific terms and conditions.

23. MARKET DATA

23.1 Market data provided via the Service is for personal use only.

24. VALIDITY

24.1 These Terms are governed by the laws of the Commonwealth of Australia.

25. DELEGATION AND USE OF INTERMEDIARIES

25.1 We may use third-party intermediaries to provide the Services, including Alpaca Securities, LLC.

26. MODIFICATION & TERMINATION

26.1 We reserve the right to modify these Terms at any time.

27. ENTIRE TERMS

27.1 These Terms, along with referenced agreements and disclosures, constitute the entire agreement between you and us.

28. BREACH

28.1 Any breach of these Terms may result in the termination or restriction of your account.

Contact Us

For any inquiries, email us at [**support@gugu.fund**](mailto:support@gugu.fund).

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