About Us

OCEAN WEALTH MIDDLE EAST INVESTMENT COMMERCIAL & MANAGEMENT L.L.C (“Ocean Wealth”) is a company incorporated with License No. 1239586, registered with Dubai Economy, Department of Economy & Tourism, Government of Dubai, UAE and has its principal place of business at Office No. 103 B, Deira, Dubai UAE

Terms & Conditions

Last updated on 9th Oct 2023

OCEAN WEALTH MIDDLE EAST INVESTMENT COMMERCIAL & MANAGEMENT L.L.C (“Ocean Wealth”)

Introduction

This Website is owned and managed by OCEAN WEALTH MIDDLE EAST INVESTMENT COMMERCIAL & MANAGEMENT L.L.C, is a company incorporated with License No. 1239586, registered with Dubai Economy, Department of Economy & Tourism, Government of Dubai, UAE and has its principal place of business at Office No. 103 B, Deira, Dubai UAE.

These terms of service cover your use and access to our services and this website. We request you to read the terms & conditions carefully, for a detailed understanding of the policies and regulations followed by us and the responsibilities to be undertaken when using our Services, whenever you visit the site, as we may change these terms of use from time to time. By using our Services, you are agreeing fully to be bound by these Terms and our Privacy Policy.

1. Ownership of the web portal

1.1. This website is owned by Ocean Wealth, which makes the following information available to you: OCEAN WEALTH MIDDLE EAST INVESTMENT COMMERCIAL & MANAGEMENT L.L.C, is a company incorporated with License No. 1239586, registered with Dubai Economy, Department of Economy & Tourism, Government of Dubai, UAE.

For questions or concerns regarding these Terms & Conditions or the Privacy Notice, and requests for technical support and other communications relating to the Website, please contact welcome@oceangroup.global. The turnaround time for us to respond is 30 Business Days from the date of receipt of such queries, in some cases even longer depending upon the complexity of the queries.

1.2. This Web Portal has been created to provide you with information on our Company services. Accessing the webpage implies you have read, acknowledged, and accepted the above.

2. Subject

2.1. In these Terms & Conditions, “User”, “you”, “your” and “Client” will be used for the person who registers and/ or uses the Website, the technical tools, or the Services provided by the Company.

2.2. OCEAN WEALTH MIDDLE EAST INVESTMENT COMMERCIAL & MANAGEMENT L.L.C will be hereinafter referred to as, “Ocean Wealth”, “Company”, “Entity” “us”, “we” or “our”.

2.3. The above words or forms of words in any form (singular, plural, capitalization…) are interchangeable and the same.

3. Acceptance of the terms

3.1. We offer Services that the Client can access through the Web Portal and/or through other Applications

available on Compatible Devices.

3.2. In addition to the Terms & Conditions, the Client should also read carefully the Privacy Policy, which sets out the standards on how the Company collects and uses the client's personal data.

3.3. By using, accessing and/or registering within this Website or Services, the client agrees to be bound by the Terms & Conditions. If you do not agree to any of the provisions of the Terms & Conditions, you should immediately cease using the Website and Services.

3.4. The current Terms & Conditions establish the rules for registering and contracting our services and will apply to those services purchased by the Registered Clients.

4. Client registration and communications

4.1. In order to register with us, you must fill in the contact form that is located on this website.

4.2. Once the Company has received the form, the officer in charge will proceed to contact you in order to collect the necessary documentation to enable the provision of the service contracted.

4.3 Safeguard your password to the Services and keep your account information current. Do not share your account credentials or give others access to your account.

4.4 By using the Services, you have the right at any time to prevent us from contacting you for marketing purposes. The user can opt out of further promotional communications by following the unsubscribe instructions provided in each promotional e-mail. You can also indicate that you do not wish to receive marketing communications from us in the section of the Site. Please note that notwithstanding the promotional preferences you indicate by either unsubscribing or opting out in the Settings section of the Site, we may continue to send you administrative emails including, for example, periodic updates to our Privacy Policy.

4.5 You can update, correct, or delete your account information online at any time by logging into your account or by contacting us at the information below. Please note that we may retain certain information as required by law or for legitimate business purposes or in the event of a sale of the business. We may also retain cached or archived copies of information about you for an unspecified period of time.

5. Legal age and restricted territories

5.1. The Services are only available to individuals who are at least 18 years old (or at least of legal age in their jurisdiction). We reserve the right to ask for proof of age from you, and your account or Tools given by us may be suspended until satisfactory proof of age is provided.

5.2. You may not use the Services, Tools provided and/or the Website if you are located or are a resident of a geographic area in which access to or use of the Services, the Website and/or the Tools is prohibited by applicable law, decree, regulation, treaty, or administrative act.

5.3. You shall not use the Services where it is prohibited by law or regulation.

5.4. Ocean Wealth reserves the right to block all access, and/or prevent use of its services to such users, at any time as and when it detects any suspicious behavior and/or malicious intention.

6. Verification

6.1. We may, from receipt of the contact form and at any time thereafter, ask you to provide personal information, including but not limited to your name, address, telephone number, email address, and date of birth, as well as request proof of identity, source of income, financial situation and occupation. The Company may also verify the Client's data, at any time, by requesting certain documents. These documents may include, but are not limited to, a government-issued identity card, proof of address, such as a utility bill, and proof of the method of payment.

6.2. We may, at our discretion, request from Users further information to comply with the obligations to which it is

subject in relation to the prevention of terrorism and anti-money laundering (“AML”) as well as Know Your Client obligations (“KYC”). In addition, the Company may request that copies of such documents be notarized at the client’s expense, meaning that the documents are sealed, stamped, and examined by a public notary.

6.3. The entities may ask the Client to attend a video call to verify his identity.

6.4. We may decide, at any time and at our sole discretion, to terminate the Client’s services and these Terms and Conditions, on the basis that the documents received and/or the verification provided are concluded to be negative, doubtful or uncertain or there is suspicion that the client is not 18 years of age or older, or for any other reasons which shall lead to non clearance of KYC and AML requirements. Likewise, we may suspend the provision of the service to those Users who fail to comply with the provisions of these Terms and Conditions or disregard any indication or notification made to the User for clarifications to be provided and/or requests for KYC and AML clearances.

6.5. The entities may carry out further verification checks on the User and request any relevant documentation from him or any third party for any reason, and for that purpose the client hereby authorizes us to carry out, directly or indirectly, any consultation considered necessary to verify the relevance and accuracy of the documents and information provided for verification purposes.

6.6. The proper functioning of the Services provided is subject to compliance by users of the minimum requirements established in these Terms & Conditions, which the client must ensure compliance with before proceeding with the contracting of any Services. The aforementioned requirements may be subject to updating or modification by us at any time and without prior notice. The User consents and freely accepts any use of advertising that the Company makes on its website or platform.

7. Obligations of clients

7.1. All users and/ or clients undertake and agree not to use the Services in an illegitimate way or contrary to the applicable laws or regulations, both in their place of residence and in the place where we carry out our activity, refraining from using the services received by us with illicit purposes or that involve results contrary to the applicable legislation. Any illegitimate use of the services provided by us that causes damage to third parties in their rights and interests, or that damages, disables, overloads or deteriorates the services and/or webpage, the computer equipment of other Internet users, or documents, files or any other content stored by third parties, will be the responsibility of the User.

7.2. Users undertake that they must:

1. - not copy, transform, modify, alter, or translate content obtained as a result of the provision of the Service.

2. - not sell, transfer, distribute or commercialize, as well as lease or disseminate, onerous or free, to third parties, the materials or contents obtained as a result of the provision of the Service.

3. - not alter, copy, delete, or damage the information contained in the servers used to control or operate the Service.

4. - not use automated systems or applications designed to extract any type of data or information from the Service.

5. - not carry out any action that, directly or indirectly, is contrary to these Terms & Conditions or to applicable legal regulations.

7.3. We will not control the content of the messages or files that the Company Users generate or disseminate publicly or privately. Notwithstanding the foregoing, we reserve the right to control and review all the content that Users publicly disseminate that affects its image and good name, reserving the power to take whatever legal measures it deems appropriate to prevent transmission, dissemination, or making the indicated information available to third parties.

7.4. Failure to comply with any of these Terms & Conditions will empower us to immediately terminate the relationship with the User responsible for the infringement, without said user having the right to any additional compensation.

8. The services provided by Ocean Wealth

8.1. Your use of the Services is subject to our KYC process and its full and final completion to our satisfaction, and we may save such data on our systems for future use and verification.

8.2 You acknowledge and agree that it is at our sole discretion that we provide services to you.

8.3. We may suspend, modify, remove, or add Services at any time.

8.4. We have no obligation to check whether users are using the Services in accordance with the Terms & Conditions, as updated from time to time. It is the sole responsibility of the Client to ensure that he/she is aware of the correct and current provisions of the Terms & Conditions and of any amendments or updates made thereto.

8.5. You cannot use the Services or the Website in a manner prohibited by any laws or regulations which apply to you.

8.6. You cannot use the Services or the Website in a jurisdiction prohibited by any laws or regulations which apply to you.

8.7. Without prior notification, we may suspend or block your access to the Services at any time, including without limitation in the following cases: (I) the emergence of technical failures until their elimination; (II) in case we suspect that your account is not being used by you, but by a third party; or (III) in the case of additional verification procedures, as well as analysis of your activity, within the framework of AML.

9. Use of the website and limitation content liability

9.1 Contents are included in this website solely for the personal use of website users. You may not copy (other than a copy for personal use), modify, reverse engineer, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this website without the prior written consent from us, which may be withheld in its sole discretion.

9.2 The content on the Website may be changed, modified, or updated without notification as we expand or change our products and services. The content and information shared on the Website are only for giving you general information regarding our products and services. We try and take stringent measures to provide accurate and precise content to our users. We accept no responsibility and liability for contents when you are browsing through our Website or downloading materials from it.

9.3 In no event will we be liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the website or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to this website or any website operated by any third party or any contents of this website or any other website, even if we are aware of the possibility of such damages.

9.4 This website may redirect to another website. The company will not be responsible or liable for the privacy practices or the content of such websites, nor do we assume any responsibility for the opinions of third parties expressed on or through our website.

10. Intellectual proprety

10.1. Unless expressly stated in these Terms & Conditions, no User shall be entitled, for any reason, to any of our intellectual or industrial property rights, which will include texts, images, photographs, brands, logos, color combinations, as well as the ownership structure, selection, order and presentation on the website or any other Tools provided; Therefore, we retain, at all times, the ownership of all the rights, titles and interests on the intellectual property rights belonging to the Company.

10.2. Without limiting the generality of clause 10.1, we retain all intellectual property rights over the source code and its technical information related to OCEAN WEALTH and the Services provided.

10.3. The User agrees to use the received Services for his own benefit, declaring that they are aware of the impossibility of carrying out commercial exploitation, direct or indirect, of the Services, materials, elements, and information obtained through them.

10.4. The brands, labels, distinctive signs and logos of OCEAN WEALTH that appear on our website and/or materials or tools provided are our property and are duly registered or in the process of registration; in the same way, all our products, services and company that appears in the website are registered trademarks, which belong in each case to their legitimate owners.

10.5. Except for the rights expressly granted under these Terms & Conditions, all other intellectual and industrial property rights are reserved by OCEAN WEALTH.

10.6. You will not acquire or be entitled to any of our intellectual property rights; to make claims regarding any of our intellectual property rights or any other equivalent right; or use, attempt to use, copy, imitate, or modify (in whole or in part) any of our intellectual property rights, except with prior consent.

11. Confidentiality

11.1. We at Ocean Wealth assume and utilize the strictest duty of confidentiality in relation to the information, data, and actions carried out in relation to the Services provided by us.

11.2. Users for their part undertake not to disclose to third parties, in whole or in part, information related to the Services that are provided, as well as any other information about the organization, structure, or technical tools used by us for this purpose.

11.3. For its part, we undertake to keep confidential all the information that clients and Users provide, which will not be disclosed, in whole or in part, to third parties or entities without prior written authorization from the clients themselves.

11.4. The validity of this clause will extend beyond the survival of this agreement or any of the Services provided. The obligations under this clause are perpetually applicable to the users of this website.

11.5 We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights.

12. Applicable law and disputes

12.1. All matters relating to this Website, its content, services and / or any information/ material posted or available on this website (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws in force in the Emirate of Dubai, United Arab Emirates, without giving effect to any choice or conflict of law provision or rule (whether of the United Arab Emirates or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Dubai, United Arab Emirates although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your place or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

12.1 Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the

DIAC Arbitration Rules (“the Rules”), by one or more arbitrators appointed in compliance with the Rules. The language to be used in the arbitration shall be English.

12.2. The governing law of the Contract shall be the substantive law of the United Arab Emirates.

12.3 We retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your place or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. Severability

13.1. In the event of the nullity or ineffectiveness, total or partial, of any of the clauses contained in these Terms & Conditions, the nullity or ineffectiveness indicated will affect only and exclusively the affected clause or clauses, not affecting the validity of the rest of the established terms and conditions.

14. Amendments

14.1. We expressly and without limitations reserve the right to amend, modify, update and/or change any of the provisions of the Terms and Conditions as a result of legal and regulatory changes, for security reasons, or for any other change that occurs within the Services provided.

We agree to notify of any amendment, modification, update or change by posting a new version of the Terms and Conditions on the corresponding page of the website, or by either notifying you by email.

14.2. Once the notification of the amendments, updates, or modifications has been made, we will not be responsible for the lack of revision of the Terms and Conditions by users, who undertake the responsibility to fully review the new content. The mere use of the services after the notification of any changes will imply that the user accepts and is subject to the Terms & Conditions without exceptions.

14.3. We will not incur any responsibility for any discrepancies that may exist between printed documents and the electronic version published on its Portal, prevailing in any case the digital version that is published on the website at any time.

15. Risks

15.1. We shall not be responsible for any damage or loss incurred by you as a result of the Services. By accepting the Terms & Conditions, you acknowledge and confirm that you

understand and agree that the risks associated with the Services are acceptable to you, considering your objectives and financial capabilities.

15.2. You acknowledge and agree that we do not provide investment advice services, and any communication between you and OCEAN WEALTH cannot be considered as investment advice. By accepting to use our services in line with these terms and conditions, you confirm that you have sufficient knowledge, market sophistication, and experience to make your own evaluation of the merits and risks of any transaction.

16. Limitation of liability

16.1. Every User is fully and voluntarily aware and responsible of the Services that are provided, leaving OCEAN WEALTH exempt from any responsibility derived from possible errors that may occur in the provision of the Services that it offers in the market as a result of factors unrelated to us.

16.2. We develop our activity respecting the highest standards of diligence, trying to ensure provision of Services 24 hours a day, as well as their safety and quality in response to the current state of technology. Notwithstanding the foregoing, we cannot guarantee that the Services will always function correctly due to circumstances that are not attributable to us, that they are free of malware, nor are we liable for possible damages caused by interference, interruptions, computer malware, or telephone or internet network failures.

16.3. In no event will OCEAN WEALTH be liable for damages arising from actions or interference by third parties when they are illegitimate and are beyond the control of the Company.

16.4. In no event shall OCEAN WEALTH its officers, directors, employees, agents, and all third party service providers be liable to the client or any other person or entity for any direct, indirect, incidental, special, punitive or consequential damages whatsoever, that may result from

(I) inaccuracy, incompleteness or lack of content of this site,

(II) inaccuracy, incompleteness or lack of full content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site,

(III) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site,

(IV) personal injury or property damage of any nature whatsoever,

(V) third-party conduct of any nature whatsoever,

(VI) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein,

(VII) any interruption or cessation of services to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site,

(VIII) any viruses, worms, bugs, trojan horses or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site,

(IX) any client content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable and/ or

(X) any loss or damage of any kind incurred as a result of the client 's use of this site or the services found at this site, whether based on warranty, contract, tort or any other legal or equitable theory and whether or not OCEAN WEALTH is advised of the possibility of such damages.

16.5. In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this site or the services found at this site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

Also, the client specifically acknowledges and agrees that in no event shall OCEAN WEALTH total aggregate liability exceed the total amount paid by the client for the particular services that are the subject of the cause of action. The foregoing limitation of liability shall apply to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or the client's use of this site or the services found at this site.

16.6. It is hereby understood, acknowledged and agreed by the users that monetary damages would be an inadequate remedy in the event of a breach of any of these terms and conditions and/or policies of the website, and therefore the users agree that the we, without waiving any additional rights or remedies otherwise available to the us at law or in equity or by statute, are entitled to injunctive relief and other equitable relief as may be deemed proper by the adjudicating body, in the event of a breach.

16.7. Liquidated Damages - In light of the difficulties in estimating the damages, the Parties hereby agree that in the event of any breach on part of the Users, the Users will be liable to pay us liquidated damages. The said Liquidated Damages are reasonable, do not constitute a penalty, and the Users will not contest the reasonableness of said Liquidated Damages in any such action commenced with respect to these Terms and conditions.

17. Indemnification

17.1. The Client agrees to protect, defend, indemnify and hold harmless OCEAN WEALTH and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities, and damages of any kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by OCEAN WEALTH directly or indirectly arising from -

(I) the Client's use of and access to this Site or the Services found at this Site.

(II) the Client's violation of any provision of the Terms & Conditions or the policies or agreements which are incorporated herein; and/or

(III) the Client's violation of any third-party right, including without limitation any intellectual property or other proprietary rights.

The indemnification obligations under this section shall survive any termination or expiration of the Terms & Conditions or the Client's use of this site or the Services found on this Site.

18. Miscellaneous

18.1. The Terms & Conditions contain the entire agreement between the Company and you relating to your use of the Website, Technical Tools, and the Services and supersedes any and all prior agreements between OCEAN WEALTH and you in relation to the subject matter hereof.

18.2. The Company may outsource any or all of the Services it provides under the Terms & Conditions to third parties.

18.3. If any of the provisions of the Terms & Conditions are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such provision will be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by law.

18.4. The rights and remedies provided under the Terms & Conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise, or delay by us in exercising, any of our rights under the Terms & Conditions or otherwise, nor failure by us to insist upon strict performance of any of your obligations shall operate as a waiver of those or any other rights or remedies or relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.5. We reserve the right to transfer, assign, sublicense, or pledge the Terms & Conditions, in whole or in part, to any person without notice to you. You may not assign, sublicense, pledge or otherwise transfer in any manner whatsoever any of your rights or obligations under the Terms & Conditions.

18.6. The Terms & Conditions have been drafted in the English language. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.