



TERMS AND CONDITIONS

These terms and conditions of use create a contract (the "Agreement") between investors and MCloud (the "Agreement"). Please read the Agreement carefully. By clicking "Agree" at the end of these terms and conditions of use, you do confirm your understanding and acceptance of the Agreement.

This Agreement governs your use of MCloud and its platform Services (or products), through which you can invest, receive the bonus and promotion. As used in these terms and conditions of use (Terms), MCloud Service, our Service(s), (or the Service), (or Services) means the personalized Service provided by MCloud for all features and functionalities, recommendations and reviews, the Application, and user interfaces, as well as all Content and software associated with the Service, provided via the platform. Our Services are available for your use in your country. To use our Services, you need the device which can connect to the internet, web browser (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services performance may be affected by these factors.

CHANGE OF TERMS

MCloud may, from time to time, change these Terms at any time and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

COMMUNICATION

MCloud will inform and send information to the users relating to their account and the respective use of it (e.g. payment, authorizations, changes in password or payment method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

REGISTRATION

In order to participate in MCloud services, you may be asked to fill up a form ("Account") as it is necessary to obtain certain information about you in order to ensure that the purchase of MCloud Services by you complies with applicable law or regulation. You may be required to provide certain information and this information shall include and is not limited to your name, email address, nationality, country of residence and relevant supporting documentation. You acknowledge that you shall provide this information as per requested as well as to provide further information promptly upon request to complete the purchase. You also acknowledge that all information provided shall be accurate, current and it is your sole duty to ensure that the information provided shall be updated constantly to keep it accurate, current and complete. MCloud reserves the right to suspend your registration or refuse your purchase of MCloud or Services if: (a) we do not receive any information from you that is able to determine that it is permissible to sell MCloud Services to you under applicable laws and regulations; and/or (b) if it is suspected that information provided by you is inaccurate, not current or incomplete.

RIGHTS TO SUSPEND OR TERMINATE ACCESS

We may suspend, terminate or block your access to all or any part of our Application at any time and without prior notice to you.

YOUR OBLIGATIONS

You must comply with any instructions we give you about how to use our Application and must not do anything that interferes with or adversely affects the normal operation of the Application (including the ability of other users to access or use the Application). You are responsible for ensuring the security of the systems and devices that you use to access our Application, including through use of appropriate virus-checking and other security software.

MISCELLANEOUS

a. Independent Parties.

MCloud is an independent contractor and not an agent of you in the performance of these Terms. These Terms not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.

b. Entire Agreement.

These Terms constitute the entire agreement between the parties regarding use of the Services and will supersede all prior agreements between the parties whether, written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.

c. Force Majeure.

MCloud will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond MCloud's reasonable control.

d. Severability.

If any portion of these Terms are held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

e. Assignment.

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. MCloud may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

f. Waiver.

The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

INTELLECTUAL PROPERTY

All of the intellectual property rights in and to our Application belong to us and our licensors. We may update and change the materials available on our site, including by removing elements, at any time at our discretion without notice to you. You may download or print sections of our Application if needed for your personal use, but otherwise, you may not reproduce any part of our Application without our express prior consent. To the extent that our Application contains functionality that allows you to access or download specific materials through our Application, your use of that functionality and the downloaded materials may be subject to separate terms and conditions which you will be asked to read and accept at the relevant time.

NOTICE OF HIGH RISKS

You understand that any purchase of MCloud Services carries a high risk of losing the entire amount which you paid for the MCloud Services. Hence, you shall waive all rights to seek any legal remedy on your own or through any class action litigation in order to recover the purchase amount from MCloud. Nothing in this Agreement nor any conversation and communication made by MCloud, verbal or non-verbal, shall imply a positive or punitive return on investment from the amount you paid for MCloud Services or that the MCloud Services will carry forth its intended usage. You further warrant that by losing the entire purchase amount, it will not adversely affect your livelihood, obligations and dependents. For avoidance of doubt, MCloud hereby expressly states to you that the purchase of the MCloud Services represents a financially high risk activity and that you shall fully bear all losses which may be incurred from this purchase.

DISCLAIMER

While we have the right to monitor activity and content associated with MCloud, we are not obligated to do so. We do not guarantee the accuracy, integrity or quality of any material submitted by users to MCloud. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using MCloud, you may be exposed to content that you find offensive or objectionable. You can contact us to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and subscriptions. We also, however, reserve the right not to take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the Application.