

TERMS AND CONDITIONS

A. Introduction

www.Innovate101.com (the “Website”) is owned and operated by IC Enterprise Limited, a limited company registered under the laws of St. Vincent and the Grenadines having company registration number 25939 BC 2020 and its registered office is at Beachmont Business Centre, Suite 108, Kingston, Saint Vincent and the Grenadines (referred to as “**We**”, “**Us**” or the “**Company**” below).

Please read the following Terms and Conditions (“**Terms and Conditions**”) carefully before using the Website. These Terms and Conditions are a legal document and shall govern your use of the Website. By using our Website, you accept these Terms and Conditions in full and accordingly if you disagree with them or any part of these terms, you must not use the Website.

If you register with our Website as a Member, submit your materials to our Website, we will ask you to expressly agree to these Terms and Conditions. Once accepted, these Terms and Conditions sets out a legally binding agreement between the User (referred to as “**You**” or “**Your**”) and Us.

B. Acceptance of the Terms and Conditions

By accepting the Terms and Conditions and using the Website, You accept our Terms and Conditions of use and that You agree to comply with them at all times. If you do not agree to these Terms and Conditions, You must not use our Website. We also recommend that you print a copy of these terms for future reference.

We may update these Terms and Conditions from time to time and the updated Terms and Conditions will apply to the use of the Website from the date of the publication of the revised terms on the Website.

C. Definitions & Interpretations

In these Terms and Conditions, the following words shall have the following meanings:

“**Account**” means the account created by You on the Website;

“**Activity Report**” means a report prepared by us which contains statements and valuations in relation to your Account over a specified period, usually provided on a monthly basis;

“**Affiliates**” means and includes third parties (who may or may not be Members or users of the Website) who have been granted a license by the Website to market and advertise their products (defined as “**Affiliate Packages**”) to the Members of the Website;

“**Agreement**” means and includes these Terms and Conditions and any other important information shared with you on our Website;

“**Compensation Plan**” means the compensation plan(s) associated with the Packages detailing the earnings and rewards received by the Members who purchase them on the Website;

“**Content**” means any text, graphics, images, audio, video or other forms of information that appears on or forms part of the Website;

“**Members**” means users of the Website who have an Account with the Website and become part of the Innovate101 network. This definition also relates to “Membership” being the relationship between Us and Members.

“**Packages**” means the educational product(s) available on the Website that the Members use their best efforts to market and promote amongst their own network and shall include Affiliate Packages;

“**Persons**” means and includes natural persons, partnerships, limited liability partnerships, bodies corporate and unincorporated associations of persons.

“**Website**” means the website that you are currently using and any sub domains of this site (unless expressly excluded by their own terms and conditions).

“innovate101.com” refers to the name of the Website.

“You & your” shall mean the person who proposes to use or is using this Website and has an Account with us.

Headings, titles, sub-headings are purely for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.

“**Include**” & “**Including**” shall be deemed to mean respectively “include(s) without limitation” and “including without limitation”.

D. Operation of an Account

- **Opening a live Account**

In order to be able to enter into transactions, you will first need to open an Account. There are different types of accounts you can choose to operate. However, each individual is permitted to operate one live account with the Website.

- **Know Your Customer (KYC) Documentation/Client Identification Procedure**

You agree to provide true, current and complete information about yourself during the registration process. No person under the legal age of 18 will be permitted to register as a Member of the Website. If You are an authorized representative of a company, You must declare that You have the authority to bind the company to this Agreement. We are required by law to obtain, verify, and record information identifying each person who opens an Account with us. Hence, when you open an account, we ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration.

Our Client Identification Procedure is as under:

Individual Member Application

You will be required to send us the following identification documents:

- Proof of Identity
- A clear copy of your driver's license, national identity card or your international passport.
- Proof of Address
- A clear copy of a recent utility bill, bank statement or any other local authority bill issued within the last 3 (three) months.

Corporate Member Information

- Certificate of Incorporation

Directors

- Proof of Identity

- A clear copy of the driver's license, national identity card or your international passport.
- Proof of Address - A clear copy of a recent utility bill, bank statement or any other local authority bill issued within the last 3 (three) months.

Major shareholders (holding more than 25% shareholding)

- Proof of Identity
- A clear copy of the driver's license, national identity card or your international passport.
- Proof of Address - A clear copy of a recent utility bill, bank statement or any other local authority bill issued within the last 3 (three) months.

Once we have reviewed the aforesaid information, we will inform you of our decision to either grant You Membership to the innovate101 network or reject your application. Once accepted, You will be regarded as a Member of the Website and shall be entitled to operate your Account on the Website. We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

E. Packages and Compensation Plans

Upon becoming a Member of the Website, you may browse the Packages along with their Compensation Plans on the Website at your own discretion. Once you have agreed to purchase the Package, the Website will direct You to a webpage to accept the terms and conditions of the Compensation Plan and the substantive terms that will govern the terms of the Package purchased on the Website.

Through our extensive research, calculation and determination, we have partner with leading and innovating developers to bring every Member access to a vast range of Packages which are specifically designed to cater to the individual independent Members of the innovate101.com network. In addition to the innovate101 Packages, you will also benefit from one of the most disruptive and unique compensation plans within the industry.

Withdrawals

In order to withdraw commissions and bonuses, first step is for your KYC to be completed and approved by our admin team. Once your KYC is complete you can access the wallet in your Account and proceed to make withdrawals from innovate101.

A minimum withdrawal amount of \$50 and a maximum of \$3000 has been set on a per 7 days basis.

All Members are able to withdraw once per week and there shall be a fixed admin fee of 10% of the withdrawal amount.

Other ways to withdraw funds from your Wallet include using e-pins which can be generated by your back office with your commission balance. There are no charges in this mode of withdrawal using e-pins.

- **Commission Clawback**

- a. Any member in the network who has been paid a commission or given the points for a member who has become terminated or refunded for whatever reason, will have their points or commissions deducted from their accounts accordingly. Uplines and downlines who also benefitted with points or commissions will also have their points or commissions deducted from their accounts.

- **Other factors to be considered by Members**

- a. Minimum package of Bronze needs to be purchased to start accumulating any points or making any bonuses.
- b. Awards can and will be distributed at international corporate conventions.
- c. Members cannot withdraw their commissions or earnings without getting their KYC approved from our back office.
- d. Minimum age for Members is strictly 18 years and older. Any Members under the age of 18 will have their Accounts terminated.
- e. There are no guarantees of earnings, and we estimated an income of \$ 0 - \$ 300 approximately per year per member.
- f. Members must promote the business including the Compensation Plans in the right manner and any misrepresentation or fraud on part of the Member of the Terms and Conditions shall be the liability of that Member and innovate101 cannot be held liable for the same.

- g. Compensation Plans may adjust during the journey of the business and will be brought to the attention of the Members from time to time.

F. Affiliate Packages

The Website shall also include Affiliate Packages offered by the Affiliates of the Company. The Content contained in Affiliate Packages shall be regarded as “Third Party Content” and shall be governed by these Terms and Conditions.

G. Activity Report

On a monthly basis, every Member shall receive an Activity Report from us setting out details of the statements and valuations in relation to the respective Member’s Account over a specified period. The report shall also stipulate the earnings of the Member resulting from the recommendations made by him.

H. Refund Policy

Given the nature of the packages sold by the website, the website does not provide any provision for return or refund of the packages purchased on the innovate101 network.

I. Referrals

Members of the Website may, from time to time, recommend to the Website such Persons as they might consider suitable to purchase the Packages on the Website. However, the Person may open an Account on the Website only upon fulfilling its Terms and Conditions and subject to clearing the KYC and Client Identification procedures of the Website from time to time.

For avoidance of doubt, it is hereby understood that we shall, at our sole discretion, decide on whether a referred person may become a Member of the Website. We are under no obligation whatsoever to accept referred person as a Member of the innovate network. We may decide not to do any business with the referred person without giving reasons therefore and without any consequent liability or responsibility to the Member who made the reference.

J. Account Security and Management

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. It is your responsibility to have secure access to the internet and we recommend that you change your passwords regularly via our website to keep your details as secure as possible. In addition we strongly suggest that you do not use the same password for any other online accounts you hold.

You must not disclose your username, passwords, or other secure information to any other party. Where we believe the integrity of our systems could be compromised by you providing your username and password details to a third party, we reserve the right to block online access to your account.

Where such disclosure leads to your account being blocked we will not be liable for any losses that could arise. We are entitled to treat instructions validated with your trading password as genuine. We cannot accept any liability for any financial loss resulting from you not having complied with these terms and conditions or failure to take reasonable security precautions.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by sending an email at support@innovate101.com.

K. Divorce / Death of Member

In the event of death or divorce of the Member, the Account will be paid commissions in the same manner as before divorce or death has occurred. In such event, the Member or his/ her nominee will be required to send the Company a copy of the death certificate or in case of a divorce, a copy of the divorce decree issued by a competent court of law, along with a letter of instruction listing out the manner in which the proceeds of the Account need to be paid out to the Member or the nominee of the Member.

L. Compliance with laws within your own country of residence

Members must comply with the laws of their respective countries of residence and state / local regulations applicable to the Member at the time being. Members are responsible for their own managerial decisions and expenditures including estimated income and self - employed tax. All Members of the innovate101 network must accept and acknowledge that some Packages might not be available to Members in their country of residence.

Please note, however, that the services and the Packages of the Website shall not be available in the following countries:

- United States of America
- Iran
- Iraq
- Sudan
- Cuba
- Syria
- Venezuela

M. Term and Termination

Once a Member has accepted the Terms and Conditions of the Website, the Membership period shall last for the entire duration of the Package, that is, for a period of 104 weeks. Thereafter, Members may terminate their membership or close their Account by notifying us in writing. Once terminated, a Member shall be unable to rejoin the innovate101 network for 6 (six) months from the date of termination of the Account.

If we wish to close your Account, we will also notify you in writing by giving reasonable notice, unless there are grounds where we need to terminate our contractual relationship with you earlier or even immediately without notice.

We reserves the right to take the appropriate action in circumstances where the terms and conditions of this agreement have been breached. The consequences of breaching one or more of the conditions, deemed as 'unauthorized activities', could mean the suspension or closure of the Account, the return of funds, and/or the suspension of your Membership with us.

We may temporarily suspend or permanently terminate your Account immediately if the Company has reasonable ground to believe that:

- a. The Member has violated these Terms and Conditions of the Website;
- b. The Member has violated the procedures and policies of the Company;
- c. The Member acts against the privacy policy of the Website;
- d. The Member has done or omitted to do any action resulting in violating or cheating the terms of the compensation plans associated with the Packages;
- e. If the Member misrepresents the Company and / or the terms of the Package or Compensation Plan available on the Website; and
- f. Such other grounds that the Company may determine from time to time.
- g. Any member above the Rank of Executive **can not** promote or associate themselves with any other competitor company, MLM company, Network marketing company, or their account will lead to termination.

Poaching

Poaching can Lead to account termination, suspension or freezing. The following are **not** allowed:

- Poaching Members from other teams into your own team.
- Poaching members from your own team into other teams.
- Poaching any innovate member into another company.
- Poaching guest who are invited at events from the inviter.
- Cross recruiting members of innovate.
- Joining and creating another account with another innovate member after already joining.

If a Member's Account is suspended or terminated by the Company for any of the reasons mentioned above, the Member shall be entitled to appeal against the decision of the Company. Such appeal may be made within a period of 30 (thirty) days from the date of suspension/termination of the Account along with sufficient evidence to dispute the said decision made by the higher management of the Company.

The Company shall reach a final decision within a period of 45 (forty – five) days from the date of receipt of the appeal. The Company's decision on the appeal shall be final and binding on the Member. During the period of suspension, the Member shall not be entitled to any commission or reward from the Company.

Once a Member's Account has been terminated, such Member cannot affiliate themselves to another individual, entity or party in order to avail an Account with the Website.

N. Fictitious or Assumed Names

The back office of the Company will conduct the relevant KYC and compliance checks to ensure that a **person**, business or entity cannot register as a Member under a fictitious or assumed name. If any Member has set up a crossline account using a fictitious or assumed name and identity, the Company has the right to take action in terminating all Accounts of the Member involved.

O. Crossline Sponsorship

In consideration of the services provided by the Company, you agree that for the duration of Your Membership with the Website, and for a period of six (6) months after the expiry or termination of the same, you shall not take or encourage any action, the purpose or effect of which would be, to circumvent, breach, interfere with or diminish the value or benefit you receive from your Membership with the Company, including in particular cross line sponsoring the Packages into another network marketing business opportunity.

Without limiting the generality of the foregoing, for the duration of the Agreement and for a period of six (6) months after the expiry or termination of the Agreement, every Member agrees not to cross line sponsor, and in particular agrees not to, directly or indirectly, contact, solicit, persuade or sponsor any other Member with the aim of promoting the Packages or services of the Website in marketing programmes of any other company other than the Company or with the aim of persuading any Member to cease to be a Member of the Website / Company.

P. Taxation

Members will not be treated by Company as franchisees, owners, employees or agents of the Company for tax purposes. It is Member's responsibility to comply with all taxation and legal regulations applicable in their own territory and jurisdiction. The Company will not deduct any taxes or duties from any Member's bonus and rewards. The Company will not be held accountable for Members who do not comply with their taxation laws. Members shall be regarded as a self-employed.

Q. Intellectual Property

You acknowledge and agree that the Company owns all legal right, title and interest in and to the Website, the Packages available on the Website, including any intellectual property rights which

subsist in any (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Website, the Packages and the Affiliate Packages may contain information which is designated confidential by the Company and that you shall not disclose such information without the Company's prior written consent.

Unless the Company has agreed otherwise in writing with you, nothing in these Terms and Conditions gives you a right to use the Company or the Website's trade names, trademarks, service marks, logos, domain names (including but not limited to www.innovate101.com one or any extension thereof) and other distinctive brand features.

You agree that you shall not remove, alter or obscure any proprietary rights notices (including any copyright and trademark notices) which may be affixed to the Website or any of the Packages available on the Website.

Unless you have been expressly authorized to do so in writing by the Company, you agree that in using the Website and the Packages, you will not use any trade mark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You acknowledge that such material is protected by the international laws governing intellectual property.

Users may view Website pages on screen and may print or download extracts for personal use. Users may supply a copy of any such extract to any third party provided that:

- a. The extract is for their and that third party's own personal use;
- b. The extract is not supplied as part of or incorporated in another work, website or publication;
- c. The extract is not supplied either directly or indirectly in return for commercial gain.

The third party is made aware that the source of the Content is the Website and that these Terms and Conditions apply equally to them, as to You.

No part of the Website may be reproduced, transmitted to, or stored on any other website or in any other form of electronic medium without the express written consent of the Company.

R. Third Party Content

This Website makes available certain Content that has not been created by us either *via* hyperlinks which may take Users to websites not controlled or maintained by the Company, or as hosted *via* the Website whether or not such Content is available free of charge, or to Members only, (“**Third Party Content**”).

Any copying, distribution, reproduction, retransmission, or modification of any of the Third Party Content or any information or materials appearing in such Third Party Content, whether in electronic or hard copy form, is subject to the prior written permission of the author and publisher of such Third Party Content.

Third Party Content is not our responsibility and users must acknowledge and confirm that the Company has no control over the opinions, information, legality of products, or accuracy of facts or statements contained in such Third Party Content and furthermore, the Company cannot guarantee and makes no representation or warranty as to the accuracy, veracity, or completeness of any such information provided. Nothing contained within Third Party Content necessarily represents the point of view of the Company.

In the event that you have a dispute or issue with one or more of the other users or from any Third Party Content made available on the Website by Affiliates of the Company, you agree to unconditionally release the Company (and our officers, directors, agents, subsidiaries and employees) from any and all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Downloading some Third Party Content may involve the Company sharing personal data of Members collected during registration with the authors of such Third Party Content. Members who wish to download such Third Party Content should refer to our Privacy Policy prior to downloading. Members who do not wish to have their data shared in this manner should not download such Third Party Content.

S. Website usage

You agree to indemnify the Company (and our officers, directors, agents, subsidiaries and employees) from any and all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Website.

We make all reasonable effort to test the Content before placing it on our Website. In the very unlikely event of any loss, disruption, or damage, to data or your computer system, we cannot be held responsible.

T. Availability of the Website

While we take all reasonable steps to ensure the Website is always accessible, we cannot be held liable if, for any reason, it is unavailable. The use of the Website is on a “as is” and “as available” basis. We give no warranty that it will be free of defects and/or faults.

We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

We may have to suspend access to the Website for routine or emergency updates and maintenance, but we’ll try to keep any disruption to a minimum.

U. Your Obligations

The following uses of the Website are expressly prohibited and You undertake not to do (or to permit anyone else to do) any of the following:

- a. Furnish false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;
- b. Attempt to circumvent our security or network including accessing data not intended for you, logging into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);
- c. Access the Website in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure;
- d. Execute any form of network monitoring which will intercept data not intended for you;
- e. Send unsolicited mail messages, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material. You are explicitly prohibited from sending unsolicited bulk mail messages. This includes bulk mailing of commercial advertising, promotional, or informational announcements, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving email of this nature, you may not send that person any further email;
- f. Send malicious email, including flooding a user or site with very large or numerous emails;
- g. Enter into fraudulent interactions or transactions with us or a Member of the innovate101.comnetwork;
- h. Use in an unauthorised manner, or forge, mail header information;

- i. Engage in any unlawful activity in connection with the use of the Website and/or the Packages available on the Website.

With respect to Content on the Website, all Members are forbidden from the following:

- a. sending or receiving any material which is not civil or tasteful; or material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;
- b. sending or receiving any material for which you have not obtained all necessary licenses and/or approvals (from us or third parties); or
- c. publishing material which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- d. sending or receiving any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- e. to cause annoyance, inconvenience or needless anxiety;
- f. use the Website for a purpose other than for which we have designed them, or intended them to be used, or any fraudulent purpose; or in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity.

We reserve the right to add, amend, delete, edit, remove or modify any information, Content or data displayed on the Website, without notice from time to time.

V. Links to External Sites

This Website may contain links to other websites. Unless stated, the Company has no control over or proprietary interest in any of these websites and, as such, makes no promises nor gives and warranties with regard to the quality, security, accuracy or any other aspect of such websites, and excludes any and all liability arising from your use of the same.

W. Confidentiality

By accessing this Website and accepting these Terms and Conditions, you agree to keep all materials and information accessed on this Website confidential. You agree not to disseminate or otherwise provide any materials or information obtained on this Website to any person who is not an authorised user of this Website. Prohibited dissemination includes but is not limited to publishing or posing content related to the Packages or any other information provided on the Website to any other website or listservs.

This Section shall survive the termination of this Agreement for any reason.

X. Privacy

Our Privacy Policy (www.innovate101.com/privacy) (which forms part of these Terms and Conditions) outlines how your Membership account information is handled. It includes the methods we employ to ensure privacy. By using the Website, you agree to the way in which we process and deal with the personal information you give to us as a Member of the innovate101.com network.

We may disclose your personal information or access your account if required to do so by law, any court order, decree or any other applicable regulatory, compliance, Governmental or law enforcement agency.

Y. Disclaimers

The Company makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all computer systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from your use of our Website.

This Website is not intended to provide advice, and the Content of the Website should not be relied upon when making any final decisions. Please read our Legal Disclaimer in this document below.

Z. Our Complaints Policy

Our aim is at all times to provide you with an excellent service. If you are unhappy with our services for any reason, please write to us at support@innovate101.com.

Please state the name and address of the complainant, a contact telephone number, Membership ID and details of why you are unhappy. This will help us to respond to you as quickly as possible. If we do not have enough information to investigate your complaint, we will try and contact you to ask for further details.

AA. Liability

Your attention is drawn to this section.

Whilst we have no intention of avoiding the consequences of our own actions, or those of our authorised representatives, we hereby limit our total liability during any successive period of twelve months (the first date being that on which your Membership is accepted) to the sum of \$0 . As we do not sell any goods or services directly to you, or anyone else and all rewards under the Membership sharing network are governed by these Terms and Conditions, this sum is deemed reasonable in the circumstances.

Whilst nothing in these Terms and Conditions seeks to exclude or limit our liability for any damage or liability incurred by You as a result of any gross negligence, fraud or fraudulent misrepresentation on our part. However, we are unable to cover any losses which are not directly covered by these Terms and Conditions including any loss of earnings, loss of commissions, loss of opportunity or profit as a result of any delay or incomplete purchase by a Recommended Person.

BB. Jurisdiction

Your use of the Website and your Membership to the innovate101 network is governed by the laws of St. Vincent and the Grenadines and any dispute arising in connection with these Terms and Conditions, your use of the Website, or any of our Packages shall be heard exclusively in the courts of St Vincent and the Grenadines.

CC. No Partnership

Nothing in these Terms and Conditions shall be construed to create a joint venture, partnership or agency relationship between you and us, and neither of us shall have the right or authority to incur any liability, debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

DD. Third Party Rights

These Terms and Conditions will only apply as between us and you. Unless as otherwise stated in these Terms and Conditions, no other person may benefit or rely upon these Terms and Conditions.

EE. Language

These Terms and Conditions and our correspondence with you will be communicated in the English language.

FF. Enforceability

We may modify any of these Terms and Conditions, at any time. Any revision will be posted on the Website, on this page. If any provision of these Terms and Conditions shall be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect. These Terms and Conditions and the Privacy Policy (www.innovate101.com/Privacy) form the entire agreement between us and your Membership excludes all other documents, statement or discussions with you which may have taken place prior to your application for Membership being accepted.

GG. Transfer of Rights

We may transfer our rights and obligations under these Terms and Conditions to another organisation without notice, but this will not affect your rights or our obligations to you. If any event occurs that prevents us from carrying out our obligations or displaying the Website, we will take reasonable steps to reduce the effect this has on you and your commission under the Membership sharing network.

If despite our efforts, this disabling event continues for any period exceeding one week we may terminate your Membership but as a consequence will incur no liability to you.

LEGAL DISCLAIMER

The information available on the Website is for your general information and use and is not intended to address your particular requirements. In particular, the information does not constitute any form of advice or recommendation by innovate101.com and is not intended to be relied upon by users in making (or refraining from making) any purchasing decisions.

Appropriate independent advice should be obtained before making any such decision. Any arrangement made between you and any third party named in the site is at your sole risk and responsibility.

For your information we would like to draw your attention to the following warnings:

- The price of Packages and the income derived from them can go down as well as up, and members may not get back the amount they purchased for our products and services. The spread between the bid and offer prices of securities can be significant in volatile market conditions, especially for smaller companies. Realisation of small purchases may be relatively costly.
- Past performance is not necessarily a guide to future performance.
- Where the information consists of pricing or performance data, the data contained therein has been obtained from company reports, financial reporting services, periodicals, and other sources believed reliable.

The site operates a policy of independence in relation to matters where the operator may have a material interest or conflict of interest. On conflict of interest such interest may arise from the receipt of advertising income, commissions based on business introduced, payment for enhanced publication presence, holding of positions etc.

Contributors employed or contracted by the Company to provide site material are required to disregard any material interest or conflict of interest when giving advice through the site.

Any comment included on this site is made to the best of the knowledge and belief of the writer but no responsibility is accepted for actions based on such comment.

PRIVACY POLICY

We are committed to protecting and respecting your privacy. This Privacy Policy together with the innovate101's Website Terms and Conditions (www.innovate101.com/Terms) and any other agreement signed applies to your use of:

- The innovate101 Website (the "Website")
- Any of the services accessible through the Website.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it.

We may collect and process the following data about you:

Submitted Information:

Information that you provide by filling in forms on the Website, including information provided at the time of registering to use the Website Services, subscribing as a Member of the Website, providing information to clear the Website's KYC processes, posting material or requesting further services. We may also ask you for information when you enter a promotion sponsored by us, and when you report a problem with our Website.

Additional information:

If you contact us for any specific concern, we may keep a record of that correspondence. We may also ask you to complete surveys that we use for our internal research purposes, although you do not have to respond to them; details of transactions you carry out through our Website; details of your visits to our Website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for commission purposes or otherwise and the Packages that you access.

Log information:

When you use the Website or view our Content, we may automatically collect and store certain information in server logs, including but not limited to internet protocol (IP) addresses, internet service provider (ISP), clickstream data, browser type and language, viewed and exit pages and date or time stamps.

Cookies

Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you use or browse the Websites and also allows us to improve the Website.

What are cookies ?

Cookies are tiny files which websites use in order to work properly and provide important visitor data to website owners. They can be placed on your computer when you visit a website and help to make your web experience quicker, easier and tailored to you. They cannot be used to identify you personally.

Cookies remember information about you when you visit our site, which is necessary to provide some of our services.

Session cookies are those which expire upon the closing of the web browser and persistent cookies are those which remain in place after a session has ended.

Informational cookies allow website owners to gain an understanding of their traffic and visitor engagement levels, which they can then continually improve their website and enhance the user experience.

Where we store your personal data

The data that We collect from you may be transferred to, and stored at []. It may also be processed by staff who work for us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using **[Please insert information]** technology. Where we have given you (or where you have chosen) a password that enables you to access certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, We cannot guarantee the security of your data transmitted to our Website; any transmission is at your own risk. Once we have received your information, We will use strict procedures and security features to try to prevent unauthorised access.

Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

Uses made of the information

We use information held about you in the following ways:

Submitted Information: for email newsletters, if opted in and for generating payments, statements and notifications.

Additional information: all information supplied regarding recommended persons is not used by iCrypto101 for any purpose other than for logging and management.

Log information: is used for management and analytics, to position specific Packages to individualMembers.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services that may be of interest to you. We or they may contact you about these by post or telephone.

If you are an existing customer, We will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those that were the subject of a previous sale toyou.

If you are a new customer, and where We permit selected third parties to use your data, We (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which We collect your data (the order form or Membership registration form).

Disclosure of your information

We may disclose your personal information to any member of our group, which means and includes any subsidiaries, holding company or any of our associates.

You have consented for your personal information to be disclosed to process your purchase of the Package. We may disclose your personal information to third parties:

- In the event that you purchase any Affiliate Packages on the Website.
- If We are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- In order to enforce or apply the Website Terms and Conditions and other agreements or to investigate potential breaches; or
- Protect the rights, property or safety of innovate101, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting us at support@innovate101.com.

Our Website may, from time to time, contain links to and from the websites of our Merchants. If you follow a link to any of their websites, please note that these websites and any goods or services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

Access to information

You have the right to access the information held with us about you.

Any access request may be subject to a fee of \$30 to meet our costs in providing you with details of the information we hold about you.

Changes to Privacy Policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by notifying you of a change when you next log onto the Website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Website or the services.

Contact us

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to us at support@innovate101.com.