Terms & Conditions

Updated at 2022-09-02

General Terms.

By accessing and making an investment, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website, any email or other type of communication between you and Stockwhits.

Under no circumstances shall Stockwhits be liable for any direct, indirect, special, individual or consequential damages, including, but not limited to, loss of data, or profit arising out of the inability to use, the materials on this site, even if our team has been advised of the possibility of such damages. If your incorrect use of materials from this site results in the need for correction of data, you assume any cost there of.

We will not be responsible for any outcome that may occur during the course of incorrect usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

License

Stickwhits grants you a revocable, non-exclusive, non-transferable, limited license to use our service strictly in accordance with the terms of agreement.

These Terms & Conditions are a contract between you and Stockwhits (referred to in these Terms & Conditions as "Stockwhits", "Us", "we", or "our"), the provider of the Stockwhits website and the services accessible from the Stockwhits website (which are collectively referred to in these Terms & Conditions as the "Stockwhits Service').

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

Definition of Key Terms.

For this Terms & Conditions:

• Company: When this policy mentions "company", "we", "us", or "our" it refers to Stockwhits San Francisco that is responsible for your information under this privacy policy.

• Country: Where Stockwhits, or the owners/founders of Stockwhits are based in, in this case is USA.

• Customer: Refers to the company, organisation or person that signs up to use the Stockwhits service to manage the relationships with your consumers or service users.

• Device: Any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Stockwhits and use the service.

• Personnel: Refers to those individuals who are employed who are employed by Stockwhits or who are under contract to perform a service on behalf of one of the parties.

• Personal data: Any information that directly, indirectly, or in connection with other information \_\_ including a personal identification number\_\_ allows for the identification or identifiability of a natural person.

• Service: Refers to the service provided by Stockwhits as described in the relative terms and on this platform.

• Website: Stockwhits site, which can be accessed via this URL: http://www.stockwhits.com.

• You: A person or entity that is registered with Stockwhits to use the services.

Restrictions.

You agree not to, and you will not permit others to:

• Licence, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the service or make the platform available to any third party.

• Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the services.

• Remove, alter or obscure any proprietory/notice (including any notice of copyright or trademark) of or its affiliates, partners, suppliers or the licensors of the services.

Payment.

If you pay for any of our one time payment plans, you agree to pay all fees or charges to your account which are non-refundable for the service in accordance with the fees, charges and billing terms in effect at the time that each fee or charge is due and payable. Your payment provider agreement governs your use of the designated Crypto account, and you must refer to the agreement and not these Terms to determine your rights and liabilities with respect to your payment provider. By providing us with your payment information, you agree that we are authorised to verify information immediately, and subsequently invoice your email, for all fees and charges due and payable to us hereunder. You agree to immediately notify us of any change in your method of payment hereunder. However do note that we only allow for the use of cryptocurrencies as a method of payment hereunder. We reserve the right at any time to change it's prices and billing methods, either immediately upon posting on our site or by email delivery to you or your organisation's administrator(s). Any attorney fees, court costs, or other cost incurred I collection of delinquent amounts shall be the responsibility of and paid for by you. No contact will exist between you and us for the service until we accept your order by a confirmatory email, SMS/MMS message, or other appropriate means of communication. You are responsible for any Third-party fees that you may incur when using the service.

Return and Refund Policy.

Thanks for investing with us. We appreciate the fact that you like to invest in the services we provide. We also want to make sure you have a rewarding experience while you're exploring, evaluating and purchasing our package.

As with any other investing experience, there are terms and conditions that apply to transactions at our company.

We'll be as brief as our attoneys will allow. Firstly, we do not allow for withdrawals below $10,000. Investments must have accrued interest and should have totalled the sum of $10,000 before a request for withdrawal should be made. Also the main thing to remember is that by making an investment, you agree to the terms along with our privacy policy.

If for any reason you are not completely satisfied with any of our services, don't hesitate to contact us and we will discuss any of the issues you are going through with our services.

Your Suggestions.

Any feedback, comments, ideas, improvements or suggestions (collectively "suggestions") provided by you to us with respect to the service shall remain the sole property of us. We shall be free to use, copy, modify, publish or redistribute the suggestions for any purpose and in any way without any credit or any compensation to you.

Your Consent.

We've updated our Terms & Conditions to provide you with complete transparency in what is being set when you visit our site and how it's being used. By using our services, registering an accoubt, or making an investment, you hereby consent to our Terms & Conditions.

Change to our Terms & Conditions.

You acknowledge and agree that we may stop (permanently and temporarily) providing the service (or any features within the service) to you or to users generally at our sole discretion, without prior notice to you. You may stop using the service at any time. You do not need to specifically inform us when you stop using the service. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing this service. Your account details, or any files, or other materials which is contained in your account. If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification data below.

Modification to our Services.

We reserve the right to modify, suspend or discontinue, temporarily or permanently the service or any service to which it connects, with or without notice and without liability to you.

Update to our Services.

We may from time to time provide enhancements or improvements to the features/functionality of the service, which may include patches, bug fixes, updates, upgrades and other modifications ("updates"). Updates may modify or delete certain features and/or functionalities of the service. You agree that we have no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular feature and/or functionality of the service to you. You further agree that all updates will be (i) deemed to constitute an integral part of the service, and (ii) subject to the terms and conditions of the Agreement.

Term and Termination.

This Agreement shall remain in effect until terminated by you or us. We may, in its sole discretion, at any time and for any reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately without prior notice from us, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting this service and all copies thereof from your computer. Termination of this Agreement will not limit any of our rights or remedies at law or in equity in case of a breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification.

You agree to indemnify and hold us and our parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from any claim or demand, including reasonable attoney's fees, due to or arising out of your: (a) use of the service; (b) violation of this Agreement or any law or regulation; or (c); violation of any right of a third party.

Severability.

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

This Agreement together with the privacy policy and any other legal notices published by us on the services, shall constitute the entire agreement between you and us concerning the services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

YOU AND US AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE(1) YEAR AFTER THE CAUSE OF THE ACTION ACCRUED. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver.

Except as provided herein, the failure to exercise a right or to require performance of an obligation undee this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any other applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement.

We reserve the right at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at sole discretion. By continuing to access or use our service after any revisions become effective, you agreee to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use our service.

Entire Agreement.

The Agreement constitutes the entire Agreement between you and us regarding your use of the service and supercedes all prior and contemporaneous written or oral Agreements between you and us. You may be subject to the additional terms and conditions that apply when you use or purchase other services from us, which we will provide to you at the time of such use or purchase.

Update to Our Terms.

We may change our services and polices, and we may need to make changes to these Terms so that they can accurately reflect our service and policies. Unless otherwise revised by law, we will notify you (for example, through our service) before we make changes to these terms and give you an opportunity to review them before they go into effect. Then if you continue to use the service, you will be bound by the updated Terms. If you do not want to agree to these or any updates Terms, you can delete you account.

Intellectual Property.

Our platform and its entire content, features and functionality (including but not limited to all information, text, displays, images, and the design, selection and arrangement thereof) are owned by us, its licensors or other providers of such materials are protected by the international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission from us, unless and except as is expressly provided in the Terms & Conditions. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate.

This section applies to any dispute EXCEPT IT DOESENT INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR’S INTELLECTUAL PROPERTY RIGHTS. The term “dispute” means any the services or the agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis, “Dispute” will be given the broadest possible meaning allowable under law.

Notice of Dispute.

In the event of a dispute, you or us must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: we will send any Notice of Dispute to you by mail to your Address if we have it, otherwise to your email address. You and us will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. Notice of Dispute is sent. After (60) days you may commence arbitration.

Binding Arbitration.

If you and us don’t resole any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in s a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with commercial arbitration in accordance with the commercial arbitration rules of American arbitration association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction as necessary to protect the party’s rights or property pending the completion of arbitration. Any and all legal, accounting and other costs, fees and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy.

In the event that you submit any ideas creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will be automatically be treated as non-confidential and non-proprietary and will become the sole property of us without any compensation or credit to you whatsoever . we and our affiliates shall have no obligations with respects to such submissions or posts any may use the ideas contained in such submissions or posts for any purposes in any medium in propriety, including, but not limited to, developing manufacturing, and marketing products and services using such ideas.

Typographical Errors.

In the event that a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card has charged. If your credit card has been already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account or other payment account in amount of the charge.

Disclaimer.

We are not responsible for any content, code or any other imprecision. We do not provide warranties or guarantees. In no event shall we liable for any special, indirect or direct, consequential, or incidental damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the service or the contents of the service or the contents of the service. We reserve the right to make additions, deletions, or modifications to the contents on the services at any time without prior notice. Our service and its contents are provided “as is” and “as available” without any warranty or representations of any kind, whether express or implied. We are a distributor and not a publisher of the content supplied by the third parties: as such, our exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information content services or merchandise provided through or accessible via our service. Without limiting the foregoing, we specifically disclaim all warranties and representations in any content transmitted on or in connections with our services or on sites that may appear as link on our service, or in the products provided as a part of, or otherwise in connection with , our service, including without limitation any warranties of warranties of merchantability, fitness for a particular purpose or non-infringement of the third party of third party rights. No oral advice or written information given by us or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, we do not warrant that our service will be uninterrupted, uncorrupted, timely, or error-free.

Contact us.

Don’t hesitate to contact us if you have any questions.

Via Email: stockwhits0@gmail.com