# TERMS AND CONDITIONS

Any person or group of persons who access or rely on the information contained in this website does so at their own risk.

By accessing this website, you hereby agree that you have read and fully understood the following terms and conditions. You are therefore bound by our terms and conditions when you access the site or interact with us as a business or use/patronize any of our services.

The terms and conditions herein are subject to change without any prior notice and we can do so anytime at our sole discretion. You are therefore advised to periodically check our terms and conditions page for any new changes that may have been made prior after your last visit.

For purposes of these terms and conditions, "Client", "You" and "Your" refers to you, the person accessing this Website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to Fortfolio Limited and its subsidiary companies. "Party", "Parties", or "Us", refers to both the Client and the Company, or either the Client or the Company.

You are strictly prohibited from unauthorized use of our systems or this Website, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to our Website.

Fortfolio makes no warranty whatsoever to you express or implied, regarding the security of the site, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this service. Fortfolio also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network or your hardware or software.

#### **INVESTMENT PLANS**

Fortfolio makes no warranty or guarantee, express or implied, concerning our investment services. The services provided by us are on an "AS IS" basis at your sole risk. The Company expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.

Neither Fortfolio nor any of its third party providers shall have any responsibility to maintain the data and services made available on this Web site or to supply any corrections, updates, or releases in connection therewith. Availability of data and services are subject to change without notice. Please note that the investment date begins 2 weeks after we receive your capital.

Please remember that past performance is not necessarily a guide to future performance, and that there can be no assurance that comparable results will be achieved. Your investments and the income from them can go down as well as up and investors may not get back the amount originally invested. Exchange rate changes may cause the value of investments made by out of country investors to rise or fall.

Remember that we do not give investment advice, the decision to invest on our platform is solely your own. Please contact a financial advisor if you are unsure about investing. Also, capital is always at risk with any investment and past performance is not a guarantee for future performances. We would hereby also not be liable for any loss that occurs from acts, events or circumstances not reasonably within our control, including but not limited to force, economic depression, exchange rate, war, riot, civil commotion, acts, government regulations, both national and international authorities, failure or malfunction of telecommunication or computer services and systems.

## ON TERMINATION OF INVESTMENT

Termination of an investment plan or package means that you accept to forfeit 20% of your initial investment if it has not generated any ROI, and if you have generated any ROI, then PAID ROI-30%(minus) is what you get. This is because the funds are being used and immediate termination or cancellation of your investment capital would incur some loss.

#### **OUR CONTENT**

Content on this Website is for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and Fortfolio is not soliciting any action based upon it. Certain transactions give rise to substantial risk and are not suitable for all investors.

## LIMITATION OF LIABILITY

Fortfolio shall have no liability, contingent or otherwise, to You or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to this service, or for any interruption or disruption of such access or any erroneous communication between the Company and You, regardless of whether the connection or communication service is provided by the Company or a third party service provider. Fortfolio shall have no liability, contingent or otherwise, to You or to third parties, for the correctness, quality, accuracy, timeliness, reliability, performance, continued availability, completeness or delays, omissions, or interruptions in the delivery of the data and services available on this website or for any other aspect of the performance of this service or for any failure or delay in the execution of any transactions through this service.

In no event shall the Company be liable for any special, indirect, incidental, or consequential damages which may be incurred or experienced on account of You using the data or services made available on this Website, even where the Company has been advised of the possibility of such damages. Fortfolio shall have no responsibility to inform You of any difficulties experienced by the Company or third parties with respect to the use of the services or to take any action in connection therewith.

## **INDEMNITY**

You agree to indemnify and hold us, our officers, directors, shareholders, predecessors, successors, employees, affiliates, harmless from any demands, loss, liability, claims or expenses including solicitors' fees made against us by any third party due to or arising out of or in connection with your use of this site and our services.

#### **LAW**

In the event any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with the Company. The user's access to and use of the Website, and the terms of this disclaimer are governed by the laws of the Federal Republic of Nigeria without regards to the conflict of law provisions.

You consent to the personal and exclusive jurisdiction of the courts located within Lagos State of Nigeria.

#### **NO WAIVER**

The Company's failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or prevent a subsequent enforcement of that or any other right or provision. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **NOTIFICATION OF CHANGES**

Fortfolio may in its sole discretion terminate, suspend and/or modify the contents of this Website with or without notice to you. The Company reserves the right to terminate, suspend and/or modify these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You agree that Fortfolio, its affiliates or subsidiaries shall not be liable to you in the event that it chooses to terminate its services, suspend or modify this Website or your use of this Website.

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