



# TERMS OF SERVICE

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# User Agreement

This website (the "Website") is owned and operated by THE STELLAR FUND, an investment company with variable capital registered in England and Wales under registration number IC000616 and FCA authorized, Reference 476702 (from now on, "we", "our" and "us").

Registered office is at 25 Moorgate, London, EC2R 6AY, UNITED KINGDOM

These terms and conditions and privacy statement (the "Terms") govern the use of all material, content and information contained on the Website (the "Website Content") by the users of this Website and any investors or potential investors in our products or services ("User") and the information and personal data we collect about User. Users are required to accept the Terms completely. If User do not accept these Terms completely, then he/she must not use or continue to use our Website. By accessing or continuing to access any part of our Website, User consent to be bound by these Terms as they are updated from time to time at the time of use.

## User Obligations

User agree to:

- read and abide by all notices posted on our Website from time to time that are relevant;
- abide by all applicable laws and regulations and that User will not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

User agree that will not:

transmit any malware, spyware, viruses, worms, defects, Trojan horses, malicious or harmful code or use any items of a destructive nature;

attempt to gain unauthorized access to any part of our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

User acknowledge that any breach by of these Terms may be a criminal offence under the Computer Misuse Act 1990 and that we may report such actual or suspected breaches to the relevant law enforcement authorities and co-operate with those authorities, including by disclosing User's identity or IP address to them. In the event of any actual or suspected breach, User's use of our Website is to cease immediately or we may terminate it.

## Website Content

The Website Content does not constitute advice (whether financial, investment or otherwise) and the Website Content provides general information relating to investment products and services offered by us.

The products and services referred to on the Website and in the Website Content may not be suitable for all investors and our products and services are distributed via wealth managers, financial planners, solicitors and other intermediaries who ensure suitability and provide the relevant financial advice. Our products and services are also available directly to individuals that can certify themselves as sophisticated investors or high net worth individuals. Investors who do not require financial advice can certify themselves as sophisticated investors or high net worth individuals by completing a Sophisticated & High Net Worth form.

The Website Content should not be construed as an offer or invitation to treat or an inducement to engage in any investment activity or purchase any of our investment products or services.

The content of the Website has been issued and approved for the purposes of section 21 of the Financial Services and Markets Act 2000 by us and we are authorized and regulated in the United Kingdom by the Financial Conduct Authority with a Firm Reference Number of 476702.

Whilst we have sought to ensure the Website Content (including any facts and figures) is accurate, we do not accept and User agree that we shall not have any liability to User or any other person in respect of User's reliance upon or use in any manner of the Website Content in relation to any of our products or services.

We will use our reasonable endeavors to update this Website on a regular basis. However, we cannot guarantee that all the information contained on our Website (including any facts and figures) will be up-to-date.

## Intellectual Property Ownership

All rights, including copyright and other intellectual property rights, in and to the Website, the Website Content and the following trade marks (whether registered or unregistered): "Stellar" and all our trade marks are owned by us or our licensors. Our Website and the Website Content is subject to copyright with all rights reserved.

No permission is granted by us for copy, distribute, modify, sell, create derivative works from, post or frame any trade marks, text, graphics, video, audio, software code, or user interface design or logos from the Website or Website Content. User agree that will not copy, publish, transmit, license, rewrite for broadcast or publication, redistribute or sell in any medium any of the Website Content without our express prior written permission. Other than is expressly provided in these Terms, nothing will be construed as inferring by implication or otherwise any license or right under any copyright, trademark, database right, or other intellectual property or proprietary interest of us, our licensors or any third party. Any rights not expressly granted to you by these Terms are reserved by us or our suppliers.

User agree that will not take any action inconsistent with our ownership of the Website and/or our Website Content.

## Limitation of liability

We are not responsible for any:

- errors and/or omissions that arise from the Website Content;
- losses or damages of any nature arising out of or in connection with use of, or reliance on, any Website Content or products or services referred to on, or offered by, this Website, including but not limited to any loss of data, financial loss, loss of income, profit or opportunity, loss of or damage to property and claims of third parties or any indirect or consequential loss or damages;
- damage that User may incur as a result of a computer viruses. Whilst we use reasonable efforts to ensure that our Website is free of viruses and other harmful items, we cannot guarantee that use of our Website will be virus-free. User should therefore undertake his/her own safeguards against potential damage to computer, equipment and data by ensuring that User have appropriate virus screening software.

## Warranties and representations

The Stellar Invest service is provided "as is", the portal itself and the services associated with it guarantee non-interference in Users' data without their consent, as well as the data and personal information on the company's servers safety. The company ensures uninterrupted service operation, with an exception of periods of routine activities and servers maintenance. Stellar Invest provides a high level of security for its customers for risks minimization that might inevitably arise during the work.

Nevertheless, Users are responsible for all risks arising while working with the portal, and the company is not responsible for any possible damage.

## Anti-Spam Policy

Stellar Invest prohibits personal and other user data collection, as well as service usage for any information collection about subscribers or customers of the company, including, but not limited to, information about email addresses that are private and confidential information. Cooperation with the Stellar Invest portal is governed by the Privacy Policy and these Terms of Use.

Stellar Invest prohibits any attempt to use the portal services that may cause problems or harm both the company and its customers, or partners who only decide to work with Stellar Invest.

In cases when the Stellar Invest security service detects that the company's customers or subscribers are engaged in illegal actions by collecting personal data, it can, without notice, take any action at its discretion. Including blocking data exchange with a specific Internet domain, mail server or IP address. Stellar Invest also reserves the right to block any account if it is associated with any unauthorized letters that violate the current agreement.

Under no circumstances does Stellar Invest give a right to transmit or send unauthorized emails to customers and subscribers of the company to third parties. Noncompliance with this policy, in each case, leads to cooperation refusal and account block at our portal.

Illegal use of the portal for sending unsolicited letters results in administrative, civil or criminal sanctions against persons involved in such activities.

## Hyperlinks to other sites

Our Website contains hyperlinks to websites operated and maintained by parties other than us.

The hyperlinks included on our Website are only for User's convenience and their inclusion should not be interpreted as an endorsement by us of those organizations and their activities. On accessing one of these hyperlinks, User becomes subject to the terms and conditions imposed by the owner of the new website that is being visited.

As the information available via hyperlinks to third-party websites is maintained by other organizations, we cannot be held responsible for any inaccuracies in information on such websites. Any visit by User to such websites must therefore be undertaken at his/her own risk.

## Indemnity

User agrees and undertakes to indemnify and hold us, our directors, officers, agents, associates, affiliates, contractors, employees and partners harmless against any claims, liabilities or losses arising from User's use of our Website, the Website Content and any breach of these Terms.

## General

These Terms and use of our Website are governed by the laws of England and Wales. User consents to the exclusive jurisdiction of the courts of England and Wales in all disputes arising out of or relating to the use of this website each time you access our Website.

If any part of these Terms is determined to be invalid or unenforceable, including but not limited to the warranty disclaimers and liability limitations set out above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Our failure to enforce at any time or for any period any one or more of the terms or conditions in these Terms will not be a waiver of them or the rights attaching to any of them. No provision of these Terms is waived by us unless we waive it in writing.

## Welcome Bonus

We offer special €15.00 Welcome Bonus for all our new clients just for signing up. This bonus will be added instantly to Account balance after registration completed. This bonus can be invested or withdrawn on basic conditions.

## Account Type

There are three Account types:

- TRIAL (default after registration)
- STANDARD (after making first deposit using own external funds)
- PARTNER (for investors with total deposits in amount €250,000 and above)

The Account type detected by our system instantly.

Every 3 months Clients with PARTNER Account type will be invited to our London office Quarterly meeting on the expense of our Company.

## Investments

We offer next investment plans:

- Monthly Investment Plan - 0.80% daily (292% per year) for deposits €10 - €5000
- Quarterly Investment Plan - 1.20% daily (438% per year) for deposits €100 - €10000
- Yearly Investment Plan - 1.60% daily (584% per year) for deposits €1000 - €25000
- Lifetime Investment Plan - 2.00% daily (730% per year) for deposits €5000 - €50000

Interest for the deposit accrued at Account balance every 24 hours. Client can open several deposits in different Investment Plans in the same time. Investment earnings can be withdrawn in any time 24/7 once it accrued at Account balance on common conditions.

Initial (principal) deposit amount will be returned back to Account balance after ending of investment period. Client can withdraw initial (principal) deposit back by closing investment ahead of schedule after:

- 60 calendar days for Quarterly Investment Plan
- 90 calendar days for Yearly Investment Plan
- 180 calendar days for Lifetime Investment Plan

Initial (principal) deposit can be withdrawn in any time 24/7 once it accrued at Account balance on common conditions. After closing such investment, Client stop get investment earnings on it.

## Withdrawals

Clients can withdraw funds from Account balance in any time 24/7 right after interest, affiliate commissions and bonuses are accrued on Account balance.

Withdrawal request processing time is 24 hours (next business day for withdrawals using Debit/Credit Card and Bank wire transfers).

### Withdrawal Fees

- 10% (minimum €3.50) for TRIAL Accounts
- 1% (minimum €0.01) for STANDARD Accounts
- free of charge for PARTNER Accounts

### Minimum Amount to Withdraw

- €25.00 for TRIAL Accounts
  - €0.10 for STANDARD and PARTNER Accounts
- Minimum amount for withdraw using Bank wire transfer is €500.00.

## Payments

As payment methods we accept Perfect Money, Payeer, Debit/Credit Card, Bank wire (SWIFT/SEPA) transfers (for amounts €500.00 and above) and next crypto currencies: Bitcoin (BTC), Bitcoin Cash (BCH), Ethereum (ETH), Ripple (XRP), Stellar (XLM), Litecoin (LTC).

## Affiliate Program

Affiliate program is a scheme that gives our Clients an opportunity to earn more when invite someone to our portal, and a person signs up, creates an account, and whenever he/she invests, Referrer get a commission.

We offer 15% from all your referrals' deposits. Referral commissions will be added to Account balance instantly and will be available to withdraw immediately.

## Special Offer (Bonus Program)

We offer special €15.00 Welcome Bonus for all our new clients for signing up. This bonus can be invested or withdrawn on basic conditions. From time to time we provide special offers and bonuses for our investors in promotion purposes.