

# TERMS AND CONDITIONS

**Last Updated:** [20th December, 2023]

These Terms and Conditions ("Terms") govern the use of the services provided by Metric Point Capital Investment Company ("Metric Point Capital," "we," "our," or "us"). By accessing or using our services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use our services.

## **1. Services**

Metric Point Capital provides investment advisory and capital management services. By using our services, you acknowledge and agree that the nature and risks of investments can vary, and you are solely responsible for making your own investment decisions.

## **2. Eligibility**

You must be at least 18 years old and capable of forming a legally binding agreement to use our services. By using our services, you represent and warrant that you meet these eligibility requirements.

## **3. User Account**

To access certain features of our services, you may need to create a user account. You agree to provide accurate and complete information during the registration process and to keep your account information updated. You are responsible for maintaining the confidentiality of your account credentials.

## **4. Investment Risks**

Investing in financial markets involves risks, and past performance is not indicative of future results. Metric Point Capital does not guarantee the success of any investment strategy, and you acknowledge that the value of your investments may fluctuate.

## **5. Confidentiality**

Metric Point Capital will take reasonable measures to protect the confidentiality of your information. However, you acknowledge that electronic communications and transactions are subject to inherent security risks.

## **6. Fees and Payments**

Our fees and payment terms are outlined in separate agreements provided to clients. You agree to pay all fees as specified in these agreements.

## **7. Intellectual Property**

The content and materials provided on our website and through our services are the intellectual property of Metric Point Capital and are protected by copyright, trademark, and other laws. You may not use, reproduce, or distribute our content without our prior written consent.

## **8. Termination**

We reserve the right to terminate or suspend your access to our services at any time, with or without cause. Upon termination, your rights to use our services will cease immediately.

## **9. Disclaimer of Warranties**

Our services are provided "as is" and "as available," without any warranties or representations, express or implied. We do not warrant that our services will be error-free, uninterrupted, or secure.

## **10. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the State of Connecticut. Any disputes arising out of or related to these Terms will be resolved through arbitration in accordance with the rules of the American Arbitration Association (AAA) and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

## **11. Changes to Terms**

We reserve the right to update or modify these Terms at any time. The updated Terms will be posted on our website with the last updated date. Your continued use of our services after the posting of changes constitutes your acceptance of the revised Terms.

## **Contact Us**

If you have any questions or concerns about this Terms, please contact us.

## **Metric Point Capital Investments**

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