

Terms of Use

Last update: 24/04/2023

Dear User, You are on the website www.youhold.com (hereinafter – the “Website”), which is owned and operated by YouHold LTD, with its principal office at London, UK (hereinafter – “YouHold”, “We”, “Us”, “Our”). These Terms of Use should govern relationships between Users and YouHold.

Please read these Terms of Use carefully before using the Website. If You do not agree with any part of these Terms of Use, please stop using the Website immediately.

1. SUBJECT OF THE AGREEMENT

1.1. YouHold defines the terms and conditions of these Terms of Use at its own discretion, and these Terms of Use itself can be concluded only by the acceptance of the other party (hereinafter – «User», “You”, “Your”) to the as a whole when the latter uses the Website. The User may not propose its own terms and conditions of these Terms of Use.

1.2. These Terms of Use regulate the use of the Website, access to its functionality, as well as the Services provided by YouHold on this Website, which may include (hereinafter – “Services”):

1.2.1.Website as a whole;

1.2.2.Market news;

1.2.3.Knowledge hub;

1.2.4.Educational materials;

1.2.5. Trading strategies;

1.2.6.other content that is/can be added to the Website by YouHold in its sole discretion.

1.3. The User may use the Website for any other Services available on it, but in any case, the User shall not use the Website for any illegal purposes, and may not violate any laws of its jurisdiction or laws of England and Wales. We make no representations that this Website will be available in locations outside the United States, United Kingdom, Australia if the User does so, the User is solely responsible for compliance with local laws.

1.4. These Terms of Use, YouHold Privacy Policy, and YouHold Cookie Policy constitute the entire agreement (the «Agreement») between You and YouHold regarding the subject matter of this Agreement. These Terms of Use must be read and interpreted in conjunction with the Policies. You may not use the Website without first reviewing the Terms of Use and the Policies. By agreeing to the Terms of Use, it is presumed that the User has read and agreed to the Policies.

1.5. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If You are a minor, You must have Your parent or guardian read and agree to these Terms of Use prior to You using the Website.

1.6. Each party of this Agreement may be referred to individually as “Party” or collectively as “Parties”.

2. ACCEPTANCE OF THE TERMS

2.1. This Agreement is considered to be concluded by acceptance of all its terms. Acceptance is provided by performing any conclusive actions aimed at obtaining the Services provided by YouHold on the Website by the User, which may include:

2.1.1.continuing to use and not leaving the Website after reading the Terms of Use;

2.1.2.transition to any web pages, hyperlinks of the Website;

2.1.3.registration on the Website;

2.1.4.any other interaction with the Website.

3. CHANGES TO THE WEBSITE AND THE TERMS OF USE

3.1. YouHold reserves the right, temporarily or permanently, to modify, suspend or discontinue the Website (or any part thereof or related content) without notice, in its sole discretion, at any time and for any reason.

3.2. From time to time, YouHold may, in its sole discretion, for any reason and without any liability to Users or any other person, modify, supplement or amend these Terms of Use and require User to agree to additional terms and conditions (hereinafter – the «**Revised Terms**») in order to continue to use the Website.

3.3. We may restrict access to the Website from time to time due to maintenance and updates at Our sole discretion.

3.4. Access to certain parts of the Website may be restricted by YouHold in its sole discretion.

3.5. In case of change of the terms, in order to access certain sections of the Website, use certain functions, web pages, the User must accept the Revised Terms.

3.6. The User agrees that he is responsible for tracking changes on Our Website. We do our best to publish any new information about changes in the Terms of Use of the Website, but the User must independently check the Terms of Use for updates when accessing the Website. In any case, the User is obliged to comply with changes to this Agreement from the moment they are made and published.

3.7. We are not liable to the User or any third party for any modification, suspension or termination of the Website or its content.

3.8. We are not liable for interruptions in access to the Website caused by failures in the operation of servers, routers, networks, etc. of third-party data centers or Internet Service providers of the User or a specific Provider selected by the User, or connection problems caused by them.

3.9. We reserve the right, but not the obligation, to:

3.9.1.monitor the Website for violations of these Terms of Use;

3.9.2.take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities;

3.9.3.in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Submissions or any portion thereof;

3.9.4.in our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

3.9.5.otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.

4. SUSPENSION OF ACCESS TO THE WEBSITE

4.1. YouHold has the right at any time, at its sole discretion, to suspend the User's access to the Website at its own initiative, without penalty or liability to the User or any third party, as well as in case of violation of the Terms of Use by the User or any other actions that may lead to violation of the Terms of Use, as well as violation by the User of the applicable legislation.

4.2. If User violates these Terms of Use, this action is in addition to, and not in substitution for, any other right or remedy that may be available to Us. The following provisions shall continue in effect after the suspension of these Terms of Use for any reason: Intellectual Property, Confidential Information, Limitation of Liability, Applicable Law and Dispute Resolution.

4.3. These Terms of Use shall remain in full force and effect while You use the Website. **WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY**

ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION.

5. PERSONAL ACCOUNT

5.1. By clicking the "Sign up" button, you can create a Personal Account that provides access to additional features on the Website. During the registration process, you will need to provide certain information, such as your preferred subscription plan, strategy selection, full name, country, city, email address, password, and credit card details.

5.2. Please note that your Personal Account is entirely your responsibility. You are responsible for ensuring the accuracy of your information and the security of your account. We reserve the right to suspend or terminate access to your Personal Account at our discretion. If you believe that the suspension or termination of access was an error, please contact us at legal@youhold.com.

5.3. You can manage your personal information, subscription plan, and strategy selection in the "My Account" section of the website.

5.4. The strategies available to you are either pre-defined or created by you. It is important to note that pre-defined strategies are general financial strategies and should not be the only factor used when making investment decisions. They are intended for informational and educational purposes only and should be used in combination with your own research and analysis. We do not offer personalized investment advice and strongly advise consulting a licensed financial advisor before making any investment decisions. YouHold will not be liable for any loss or damage caused by your reliance on the information contained in the Services. It's your responsibility to assess the accuracy, completeness, or usefulness of any information, opinion, advice, or content. For more information, please refer to the "Financial Content Disclaimer" section herein.

6. PRICES AND PAYMENT

6.1. You Hold offers payable Services, prices for which are defined solely by YouHold and depend on the subscription the User chooses.

6.2. All fees must be paid by the User. Aside from what is stated here or in the Personal Account:

6.3. Following the subscription, payment obligations are irrevocable, and payments paid are not recoverable;

6.4. All subscriptions are automatically renewable. Upon the expiration of the trial period, the User's designated payment card will be charged automatically for the amount due, and this process will repeat on the 30th day of every subsequent month. The User authorizes the automatic deduction of the amount due from the designated payment card.

6.5. To unsubscribe, you shall do it manually in your Personal Account by clicking the "Cancel subscription" button.

6.6. Prices are determined by the Services that are purchased, not by actual consumption;

6.7. The prices are stated in U.S. dollars. Any conversion-related commissions incurred by the User are solely the User's responsibility.

6.8. YouHold reserves the right to review and alter the prices for its Services unilaterally. The new Service rates take effect the minute they are posted on the Website.

6.9. If the User cannot utilize the Services due to technical issues on the User's part, YouHold maintains the right, in its sole discretion, to refund paid fees following the User's request.

6.10. The accuracy of any payments made by the User is entirely User's responsibility.

6.11. The User can use online banking or other payment methods listed on the Website to make payments. YouHold may occasionally send the User an invoice after seeking their prior consent.

6.12. The User pays all fees for any fund transfers, including banking institutions and financial agency Services.

6.13. It is the User's responsibility to give YouHold complete and correct information regarding their payment information, as well as to notify them of any changes. If the User's payment information changes, the User is entirely responsible for any payments using the old information.

7. INTELLECTUAL PROPERTY

7.1. Any literary and artistic works (in particular, but not exclusively, on the "Marketing news", "Knowledge hub" web pages), computer programs (in particular, but not exclusively, the Website code), databases, other works, other functions, functionality (including, but not limited to, all information, text, images, video, audio, as well as their design, selection and arrangement), materials, processes, procedures, methods, techniques, trademarks and any other content, as well as any objects under applicable law (hereinafter – «**Intellectual Property**») are owned by YouHold or licensed to Us. All rights are reserved.

7.2. Any unauthorized, unlawful use of the Website or its content in violation of the Terms of Use, copying of works, including but not limited to the Website code, Website design, articles, video content, is prohibited. Use of videos and articles posted on the Website or third-party websites is permitted only with a link to the YouHold website or third-party website that lawfully uses such YouHold materials.

7.3. The User acknowledges, understands and agrees that YouHold retains all rights to the Intellectual Property, except for the personal data subject to the Privacy Policy.

7.4. Unauthorized use of any trademarks, including reproduction, imitation, misleading use, is prohibited.

7.5. Any unfair use of the Website content and not for the purposes consistent with the law is prohibited and will be treated as an intentional violation of this Terms of Use which leads to responsibility.

7.6. If the User violates the requirements of this section, he may be immediately denied access to the Website and will be liable in accordance with the law.

7.7. The User is not granted any right to use YouHold's Intellectual Property except as specifically provided elsewhere in the Terms of Use and in separate agreements with YouHold. If User wishes to use any material for any purpose other than as stipulated in these Terms of Use, such use may only be made with YouHold's permission upon User's request to legal@youhold.com.

8. PRIVACY AND COOKIE POLICY

8.1. YouHold does not collect personal data of Users, except as specifically stated in the Privacy Policy. YouHold reserves the right to make changes to the Privacy Policy, so You can find the current version here.

8.2. YouHold and our Service providers use various technologies to collect information when you interact with YouHold, including cookies and other similar technologies which enables Us to collect information about your device identifiers, IP address, web browsers used to visit the Website, pages or features viewed, access Website times, and links clicked. Where required, you will be asked for consent to our use of cookies. To view more information on what cookies We use and how We use them, please review the Cookie Policy.

9. CONFIDENTIAL INFORMATION

9.1. Some information included on the Website is considered confidential.

9.2. The term «YouHold Confidential Information» also refers to all information that should reasonably be treated as confidential, including, but not limited to, trading strategies provided on the Website, third party contact information, information about YouHold's representatives, employees, information about security procedures and systems used by YouHold, information about YouHold's counterparties, business plans, patents, technologies, customers list and other information which should be reasonably interpreted confidential or will be marked as such.

9.3. Your Personal Account login information, as well as any information and access granted through your account, should be kept confidential. Your Personal Account is intended for your personal use only, and sharing access with any third party would be considered a violation of the terms outlined here. If the User grants access to their Personal Account to a third party, they will be held liable for damages equal to the current subscription price used by the User. This liability is in addition to the User's obligation to pay for their subscription and does not cancel or replace this obligation.

9.4. When you access and use the Website, you are consenting to our ownership of any comments, feedback, ideas, suggestions, or other information you provide to us (collectively referred to as "Submissions"), which will not be considered confidential. We will have all exclusive rights, including intellectual property rights, to use and disseminate these Submissions for any lawful purpose, with or without acknowledgement or compensation to you. By submitting any content to us, you agree to waive all rights and represent that the content is either original or that you have the right to submit it. Additionally, you acknowledge that we will not be held liable for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10. USER'S SUBMISSIONS

10.1. By creating or submitting any content, you represent and warrant that it does not infringe on any third-party proprietary rights, such as copyright, patent, trademark, or trade secrets.

10.2. You also affirm that you have the necessary licenses, rights, consents, releases, and permissions to authorize us, the Website, and other Users of the Website to use your content in any manner contemplated by the Website and these Terms of Use.

10.2.1. Your content should not be false, inaccurate, misleading, or violate any applicable law, regulation, or rule.

10.2.2. It should not contain offensive comments or solicit personal information from anyone under the age of 18 or exploit people under the age of 18 in a sexual or violent manner.

10.2.3. Your content should not ridicule, mock, disparage, intimidate, or abuse anyone, advocate violence or threaten physical harm against another, or otherwise violate any provision of these Terms of Use, or any applicable law or regulation.

10.2.4. Any use of the Website in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Website.

10.3. When you submit your content to the Website, you give us permission to use it in various ways without any restrictions or limitations, and we may sublicense these rights to others.

10.4. This license applies to all forms of media and technology, including your name and trademarks. You also waive your rights to forbid the use of the content submitted.

10.5. However, you still own your content and any associated intellectual property rights. We are not responsible for any statements or representations you make in your content and you release us from any liability related to your content.

11. THIRD PARTY SERVICES

11.1. YouHold may include links to third party websites on the Website.

11.2. Such links are provided for the convenience of the User. YouHold is not responsible for the content of third party websites, collection of information about the Users, other actions of third parties.

Before using third party Services, the User should read the terms of use of third party websites and Services, as well as their privacy policy.

12. LIMITATION OF LIABILITY

12.1. YouHold strives to make the use of the Website convenient. Nevertheless, YouHold is not liable for any unlawful use of the Website by the Users. The information posted on the Website on an «as is» basis may contain technical or typographical inaccuracies or mistakes, therefore YouHold does not guarantee the accuracy of the posted data, makes no representations or guarantees with regarding such information, and the Users should not make any business decisions based on the information posted on the Website.

12.2. Use of any part of the Website is at Your own risk. We cannot and do not accept any liability for any activity that the User may carry out using the Website.

12.3. The Website may not be available in all languages or in all countries and We make no representation that the functionality of the Website will be appropriate, accurate or available for use in any particular location. Any information posted on the Website is current only as of the date of its publication and may not be correct at the time of further use of the Website.

12.4. THE SERVICES MAY NOT BE UNINTERRUPTED OR SECURE. THE USER UNDERSTANDS THAT THE RISKS TO SECURITY, PRIVACY AND CONFIDENTIALITY CANNOT BE COMPLETELY REMOVED. THEREFORE, THE USER GUARANTEES NOT TO FILE CLAIMS IN CONNECTION WITH CIRCUMSTANCES BEYOND YOUHOLD'S CONTROL.

12.5. YOUHOLD IS NOT LIABLE FOR VERIFYING THE IDENTITY OF USERS.

12.6. YOUHOLD IS NOT LIABLE FOR ANY USER INFORMATION UPLOADED TO THE WEBSITE. YOUHOLD ALSO DOES NOT GUARANTEE THE ACCURACY, APPLICABILITY OR RESPONSE OF YOUHOLD TO THE USER'S REQUESTS.

12.7. YOUHOLD IS NOT LIABLE FOR THE USE OF THIRD PARTY SERVICES.

12.8. ALSO YOUHOLD DOES NOT GUARANTEE THAT:

12.8.1.THE SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED HARDWARE AND SOFTWARE;

12.8.2.THE SERVICES WILL BE AVAILABLE OR FUNCTION WITHOUT INTERRUPTION, OR WILL BE ERROR-FREE, OR ANY ERRORS WILL BE CORRECTED;

12.8.3.INFORMATION AVAILABLE ON OR THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, CONSISTENT OR TIMELY;

12.8.4.THE INFORMATION ON THE WEBSITE WILL NOT VIOLATE THE RIGHTS OF THIRD PARTIES;

12.8.5.ANY USER INFORMATION (FOR EXAMPLE, EMAIL INFORMATION AND REQUEST THROUGH CONTACT FORM) WILL BE STORED BY YOUHOLD.

12.9. The User agrees to use the YouHold Website with all reasonable security precautions. We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against us arising from any such loss or corruption of such data.

12.10. The User understands that any Website may be subject to virus attacks, information distortion, and other cases beyond YouHold's control.

12.11. The User voluntarily waives any claims against YouHold, as well as the filing of claims regarding the use of the Website. The User will not claim any compensation for any damages in relation to the use of the Website.

13. FINANCIAL CONTENT DISCLAIMER

13.1. This Website is designed for educational purposes and provides general information. It is not intended to provide financial advice or act as an investment advisory Service. The website's information

is based on sources that YouHold believes to be accurate, but it is subject to ongoing changes. Therefore, the completeness and current accuracy of the information on the Website cannot be guaranteed.

13.2. The information on the Website is intended for a general audience and should not be used as personalized advice for individuals. You should consult your own legal, accounting, or other advisors when necessary. Any examples, illustrations, educational materials, strategies cannot guarantee that you will achieve positive results.

13.3. Using the information on the Website is at your own risk, and you are responsible for evaluating its accuracy, completeness, and usefulness. It is your responsibility to assess if an investment, security, strategy, product, or Service aligns with your investment objectives, personal and financial situation. Before making any decisions based on the information or content on the Website, you must evaluate the associated risks and merits. It is recommended that you seek professional advice when necessary. Any claims or representations about income earnings on the Website should not be considered average earnings.

13.4. Please note that the trading strategies provided are general financial strategies and should not be the sole basis for making investment decisions. They are provided for educational and informational purposes only and should be used in conjunction with your own research and analysis. We do not provide personalized investment advice, and we recommend consulting a licensed financial advisor before making any investment decisions. Any investment decisions made based on the information provided are solely at your own risk. We do not guarantee the accuracy or completeness of the information provided, and we are not responsible for any errors or omissions.

13.5. Past performance does not guarantee future results, so assuming that a particular investment or strategy will be profitable or match previous levels of performance is unwise. All investments carry the risk of potential loss, and it's not recommended to assume that any investment is suitable for a specific investor. It cannot be assumed that investments in specific securities, companies, sectors or markets were or will be profitable. YouHold does not act as a fiduciary, licensed securities dealer, broker, US investment adviser, or investment bank. Therefore, it does not provide advice on whether any investment is suitable for you. It is important to note that investing always involves some degree of risk, and you should carefully consider your financial situation and investment goals before making any decisions. Please note that the website, including its owners, officers, directors, employees, subsidiaries, affiliates, licensors, Service providers, content providers, and agents, are not financial advisors or an investment advisory Service. It is recommended that you consult with a licensed professional advisor before making any investment decisions.

13.6. YouHold will not be responsible for any damages, including but not limited to loss of income, emotional distress, or similar damages, even if YouHold has been informed of the possibility of such damages. In any case, the total liability of YouHold to any party (whether in contract, tort, or otherwise) will not exceed the amount of monthly subscription paid by the User in the last month.

13.7. YOUHOLD WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE INFORMATION CONTAINED IN THE SERVICES. IT'S YOUR RESPONSIBILITY TO ASSESS THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE, OR CONTENT. YOU SHOULD SEEK PROFESSIONAL ADVICE, AS NECESSARY, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE, OR OTHER CONTENT.

14. PROHIBITED ACTIVITIES

14.1. You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

14.2. As a user of the Website, You agree not to:

- 14.2.1.**systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 14.2.2.**make any unauthorized use of the Website, including collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 14.2.3.**circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein.
- 14.2.4.**engage in unauthorized framing of or linking to the Website.
- 14.2.5.**engage in any automated use of the system, such as using any data mining, robots, or similar data gathering and extraction tools.
- 14.2.6.**interfere with, disrupt, or create an undue burden on the Website or the networks or Services connected to the Website.
- 14.2.7.**use the Website as part of any effort to compete with us or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 14.2.8.**decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website.
- 14.2.9.**attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website.
- 14.2.10.**harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website to You.
- 14.2.11.**delete the copyright or other proprietary rights notice from any Content.
- 14.2.12.**copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 14.2.13.**upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.
- 14.2.14.**upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 14.2.15.**except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software.
- 14.2.16.**disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website.
- 14.2.17.**use the Website in a manner inconsistent with any applicable laws or regulations.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. This Agreement will be governed by and construed in accordance with the laws of England and Wales. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

15.2. Any disputes shall be resolved through negotiations by prior contact of the Users to the feedback Service by email legal@youhold.com within 60 (sixty) calendar days after one of the Parties has notified another on the matter of the dispute(s) and initiated negotiations.

15.3. If such disputes cannot be resolved through negotiations, all disputes arising out of or in connection with this Terms of Use, including any disputes regarding its existence, validity or termination, shall be resolved solely in courts having jurisdiction thereof.

15.4. If any provision of these Terms of Use is found by a court or other tribunal of competent jurisdiction to be unenforceable, then such provision shall be modified, limited only to the minimum extent necessary so that these Terms of Use remain in full force and effect.

16. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

16.1. Visiting the Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications we provide to You electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing.

16.2. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE.

17. OTHER PROVISIONS

17.1. The titles and section headers used in this Agreement are just for convenience and have no bearing on how any of its provisions are written.

17.2. Each party affirms that it has the power and authority to engage into this Agreement.

17.3. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

17.3.1. use of the Website;

17.3.2. breach of these Terms of Use;

17.3.3. any breach of Your representations and warranties set forth in these Terms of Use;

17.3.4. Your violation of the rights of a third party, including but not limited to intellectual property rights.

17.4. Notwithstanding the foregoing, we reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us, and You agree to cooperate, at Your expense, with our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

17.5. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

17.6. There is no joint venture, partnership, employment or agency relationship created between You and us as a result of these Terms of Use or use of the Website. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

17.7. You hereby waive any and all defenses You may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

18. FEEDBACK

18.1. In case of any questions when using the Website or on other issues, Users may contact YouHold by mail legal@youhold.com.

18.2. By sending a message to legal@youhold.com, You confirm that You are at least 18 years old and have the legal capability and authority to cooperate with YouHold.