

TERMS OF SERVICE

Our Terms of Service were last updated on 14th April 2025.

Please read these terms and conditions carefully before using Our Services

1.0 INTRODUCTION, INTERPRETATION AND DEFINITIONS

1.1 Introduction

The Restore Capital LLC, a duly registered company under the laws of United State. We offer investment opportunities, and advisory services. As our User, we will use best efforts and reasonable care to manage your investments made through our Platforms on your behalf to maximize your returns.

1.2 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.3 Definitions

For the purposes of these Terms of Service:

- "Affiliate" means an entity that controls, is controlled by or is under common control with a party, where ""Account" means a unique account created for You to access our Service or parts of our Service.
- "Company" (referred to as either "The Restore Capital LLC", "We", "Us" or "Our" in this Agreement) refers to The Restore Capital LLC, a company duly incorporated in the United States, carrying on the business of buying, acquisition, holding and investment of shares.
- "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.



- "Device" means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- "Feedback" means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- "Service" refers to features on the Website, Mobile Application
- "Terms of Service" (also referred as "Terms") mean these Terms of Service that form the entire agreement between You and The Restore Capital LLC. regarding the use of the Service.
- "Third-party Social Media Service" means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included or made available by the Service.
- "Website" refers to Restore Capital, accessible from www.therestorecapital.com
- "You" means the individual accessing or using the Service, or The Restore Capital LLC, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2.0 ACKNOWLEDGMENT

- 2.1 These are the Terms of Service governing the use of this Service and the agreement that operates between You and The Restore Capital LLC. These Terms of Service set out the rights and obligations of all users regarding the use of the Service.
- 2.2 Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.
- 2.3 By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service, then You may not access the Service.
- 2.4 You represent that you are either over the age of 18, as an individual or you are a Corporate Entity. The Restore Capital LLC. does not permit those under 18 to use the Service.
- 2.5 Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Customer Relationship Agreement, FAQs, Cookie Policy and Privacy Policy of The Restore Capital LLC. Our Privacy Policy describes our policies and procedures on the collection,



use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3.0 FEES AND PAYMENTS

3.1 Fees

We reserve the right to modify the subscription fee at any time with reasonable notice to You. Payments can be made by direct transfers or remittances. Subscriptions shall be billed monthly, starting from the date of signup. We do not offer refunds for subscriptions. The subscription fee referenced in this clause applies exclusively to the Employer-Employee module and covers platform access costs. This subscription fee does not constitute an investment contribution but solely facilitates the operational and management aspects of the employer-sponsored investment structure.

An administrative fee shall be applicable only upon the exit or termination of an employee. This administrative fee will be deducted at the time of the employee's withdrawal or termination from the program, ensuring proper processing and compliance with exit procedures.

3.2 Premium Membership

In addition to the monthly subscription, you may opt for a premium membership for an additional fee (per month. Premium members will have access to premium features. We reserve the right to modify the subscription fee at any time with reasonable notice to You

4.0 SERVICES AND USER ACCOUNTS

- 4.1. Categories of Investors, the Restore Capital LLC serves different categories of investors based on their financial goals, risk appetite, and investment capacity. Investors using our platform fall into the following categories:
- 1. **Retail Investors** Individual investors who invest personal funds for wealth-building, savings, or retirement planning. Retail investors may have access to diversified investment opportunities with varying levels of risk and return.
- 2. **Corporate Investors** Businesses and organizations that invest surplus funds into financial markets for capital growth, risk diversification, or strategic financial planning.



- 3. **Family and Educational Investors** Parents or guardians who invest with the primary goal of funding their children's education. These investors may access dedicated investment plans designed to accumulate wealth over time, ensuring financial security for educational expenses.
- 4. **Employer-Sponsored Investors** Employers who invest in financial programs for their employees as part of a benefits package. These investments may include retirement plans, employee stock ownership plans (ESOPs), or other financial growth initiatives designed to enhance workforce stability and financial well-being.

By accessing and using our Services, investors acknowledge their classification within these categories and agree to the terms applicable to their investment level. The Restore Capital LLC reserves the right to verify investor status and impose eligibility requirements for specific investment opportunities.

- 4.2. The Restore Capital LLC. offers a diversified range of investments and business services designed to meet the needs of individual and corporate clients. Our core services include, but are not limited to:
- **Investment Management**: Engaging in the acquisition, management, and disposition of shares, stocks, debentures, and other financial instruments across various markets. We invest in a diverse portfolio of companies, partnership firms, and other entities, locally or internationally, either independently or in collaboration with other entities.
- **Venture Investments**: Allocating company funds and those of current and future shareholders into promising start-ups, SMEs, and other businesses with significant growth and profitability potential.

The purpose of the Services is to help you save and invest with minimal efforts.

4.3 You are required to create an account with us to access Our Services. When You create an account with Us, You must provide Us with information (including but not limited to your name, email address, home address, mobile device number, personal information, online credentials for your bank account, and such other information as we may request from time to time (collectively referred to as "User Information") that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.



- 4.4 You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.
- 4.5 You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.
- 4.6 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
- 4.7 You may only use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the Services must comply with all applicable laws. If your use of the Services is prohibited by applicable law, then you are not authorized to use the Services. We shall not be responsible if you use the Services in any manner that violates any applicable laws. The Restore Capital LLC. reserves the right to immediately terminate your account if found to violate any laws.
- 4.8 This app and our website are available for users globally. Similarly, we make no representations that accessing this app or our website from users' respective location(s) is legal or permissible by extant local law(s). If you access this app or our website from your respective location, you do so at your own risk and are responsible for compliance with local laws.

4.9 Yield/Interest on Investment

The yield or interest accrued on investments on a Month-on-Month (MoM) basis is contingent upon prevailing market conditions and investment performance. Such returns are inherently variable and subject to market fluctuations; therefore, no fixed or guaranteed yield/interest rate can be assured at the conclusion of any vesting cycle or upon eligibility for withdrawals.

Investments are structured as periodic remittances rather than lump sum contributions, and investors receive timely email notifications regarding their remittances. Investors may monitor the performance of their investments, including yield and interest fluctuations, through their profile dashboard on our platform. The Restore Capital LLC disclaims any liability for variations in returns due to market volatility.



Once a withdrawal request is submitted and the vesting cycle has been completed, withdrawal processing shall be initiated. The standard processing timeframe for such withdrawal requests is within **5-10 business days**, subject to the completion of all necessary documentation and compliance requirements. The Restore Capital LLC reserves the right to extend this timeframe where additional verification or regulatory procedures are required.

4.10 For our compliance purposes and to provide the Services, you hereby authorize us to, directly or through a third-party, obtain, verify, and file information and documentation that helps us verify your identity and bank account information. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you.

By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit, or the requirement to pay any fee, information about you and your bank accounts from any financial institution holding your bank account and other third-party websites and databases as necessary to provide the Services to you. For purposes of such authorization, you hereby grant The Restore Capital LLC. and our third-party service providers with a limited power of attorney, and you hereby appoint The Restore Capital LLC. and our third-party service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place, and stead, in any and all capacities, to access third-party websites, servers, and documents, retrieve information, and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN The Restore Capital LLC. OR OUR THIRD-PARTY SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM SUCH THIRD-PARTY WEBSITES, The Restore Capital LLC. AND OUR THIRD-PARTY SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. We make no effort to review information obtained from the financial institution holding your bank account and other third-party websites and databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between The Restore Capital LLC. and our thirdparty service providers, The Restore Capital LLC. owns your confidential User Information.

4.11 Service Communications; By creating an account with Us, you automatically sign up for various types of alerts via e-mail and mobile notifications. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all Services provided to you under these Terms



and in connection with your relationship with us (collectively referred to as "Communications"). Anyone with access to your e-mail or mobile device will be able to view these alerts. By accepting and agreeing to these Terms electronically, you represent that: (a) you have read and understand this consent to use electronic signatures and to receive Communications electronically; and (b) your consent will remain in effect until you withdraw your consent as specified below.

You may withdraw your consent to receive further communications at any time by contacting us at info@therestorecapital.com. If you withdraw your consent to receive communications electronically, we will close your The Restore Capital LLC. Account and you will no longer be able to use your The Restore Capital LLC. Account or the Services, except as expressly provided in these Terms. Any withdrawal of your consent to receive communications electronically will be effective only after we have a reasonable period of time to process your withdrawal from your The Restore Capital LLC. Account or after payment of all monies due on your The Restore Capital LLC. Credit Account. Please note that withdrawal of your consent to receive communications electronically will not apply to communications electronically provided by us to you before the withdrawal of your consent becomes effective.

To ensure that we can provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number by updating your Restore Capital LLC. Account on the Website.

5.0 CONTENT

The Restore Capital LLC. is not responsible for the activities of the users. You expressly understand and agree that You are solely responsible for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- i. Unlawful or promoting unlawful activity.
- ii. Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- iii. Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.



- iv. Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- v. Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- vi. Impersonating any person or entity including The Restore Capital LLC. and its employees or representatives.
- vii. Violating the privacy of any third person.
- viii. False information and features.

6.0 INTELLECTUAL PROPERTY RIGHTS

6.1 Copyright Policy

All content and functionality of this Service, including text, graphics, logos, icons, images, and videos and the selection and arrangement thereof, in addition to any concepts, know-how, tools, frameworks, software, applications or other technology, algorithms, models, processes, and industry perspectives underlying or embedded in the foregoing, along with any enhancements to or derivative works thereof (the "Service Content") is the exclusive property of The Restore Capital LLC. or its licensors and, to the extent applicable, is protected by copyright laws. Neither the Service Content nor functionality of the Service, may be copied, reproduced, modified, reverse engineered, altered (including the removal or disabling of any security or technological safeguards, disclaimers, or legends) uploaded, published, posted, transmitted, or distributed in any way without our written permission. All rights not expressly granted are reserved.

6.2 Trademarks

The trademarks, service marks, designs, and logos (collectively, the "Trademarks") displayed on the Services are the registered and unregistered Trademarks of The Restore Capital LLC. and its licensors. You agree that, except as expressly permitted by us (e.g., through social media sharing tools provided on the Service) or by our licensors, where applicable, you will not refer to or attribute any information to The Restore Capital LLC. or its licensors in any public medium (e.g., press release, websites, or public social media) for advertising or promotion purposes, or for the purpose of informing or influencing any third party and that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, The Restore Capital LLC. or its licensors.



6.3 Other Rights

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of The Restore Capital LLC. and its licensors.

The Service is protected by copyright, trademark, and other laws of (Include the American State Restore Capital is Registered in). Our trademarks may not be used in connection with any product or service without the prior written consent of The Restore Capital LLC.

7.0 YOUR FEEDBACK TO US

You assign all rights, title and interest in any Feedback You provide The Restore Capital LLC. If for any reason such an assignment is ineffective, you agree to grant The Restore Capital LLC. a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

8.0 THIRD-PARTY WEBSITES AND PROVIDERS

Our Service may contain links to third-party web sites or services that are not owned or controlled by The Restore Capital LLC. The Restore Capital LLC. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that The Restore Capital LLC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

9.0 ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES

To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between The Restore Capital LLC. and its Partners, and any authority, regulator, or enforcement agency, policies (including The Restore Capital LLC.'s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, The Restore Capital LLC. may:



- a) be prohibited from allowing or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction or.
- b) Subject to the provisions of these Terms report suspicious transactions or potential breaches of sanctions to the necessary regulatory bodies.
- c) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act.
- d) be relevant to the investigation of an actual or attempted evasion of tax law, investigation or prosecution of a person for an offence against any applicable law; or
- e) involve persons or entities which may be the subject of sanctions and embargoes.

 The Restore Capital LLC. or its Partners may intercept and investigate any transaction and other information, or communications sent to or You or on your behalf and may delay, block or refuse to allow any transaction on its platform.

The Restore Capital LLC. or its Partners may take any action it believes to be necessary to comply, or in connection with the matters set out in this clause. This includes suspending your account, preventing operation of an account, freezing of an account otherwise not allowing you access, delaying or cancelling a transaction. The Restore Capital LLC. need not notify you until a reasonable time after it is permitted to do so under those laws or policies. The Restore Capital LLC. is not liable for any loss arising out of any action taken or any delay or failure by The Restore Capital LLC., or its Partners, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

10.0 LIMITATION OF LIABILITY

You hereby indemnify, defend, and hold harmless The Restore Capital LLC. and all its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, attorneys and their respective heirs, successors, and assigns ("The Restore Capital LLC. Indemnified Parties") from and against all liability, expenses, costs, or other losses ("Losses") incurred by The Restore Capital LLC. and/or The Restore Capital LLC. Indemnified Parties in connection with any claims arising out of your use of the Services and/or any breach by you of these Terms, including the representations, warranties and covenants you made, if any, by agreeing to these Terms. The Restore Capital LLC. reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you.

Notwithstanding any damages that You might incur, the entire liability of The Restore Capital LLC. and any of its Partners under any provision of these Terms and Your exclusive remedy for all the foregoing shall be limited to the amount actually paid by You through the Service, The



Restore Capital LLC shall not be liable or responsible to you if You have not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall The Restore Capital LLC. or its Partners be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if The Restore Capital LLC. or any affiliate has been advised of the possibility of such damages and even if the remedy fails to its essential purpose.

11.0 "AS IS" and "AS AVAILABLE" DISCLAIMER

THE CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT The RESTORE CAPITAL LLC. IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE OR SERVICES TO YOU, NO SERVICE CONTENT IS INTENDED TO SERVE AS OR SHALL BE DEEMED INVESTMENT, LEGAL, TAX, ACCOUNTING OR OTHER REGULATED ADVICE, AND THAT YOU SHALL REMAIN SOLELY RESPONSIBLE FOR YOUR USE OF ALL SERVICE CONTENT AND ACKNOWLEDGE THAT ANY RELIANCE UPON THE SERVICE CONTENT SHALL BE ENTIRELY AT YOUR SOLE OPTION AND RISK. ALL CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RESTORE CAPITAL LLC. AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE SITE CONTENT. THE RESTORE CAPITAL LLC. SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEBSITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE SITE, OR PROVIDED BY THIRD PARTIES. NEITHER THE RESTORE CAPITAL LLC. NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

Without limiting the foregoing, neither The Restore Capital LLC. nor any of The Restore Capital LLC.'s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products



included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of The Restore Capital LLC. are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

12.0 CONFIDENTIALITY

The Restore Capital LLC. shall treat as secret and confidential and not at any time or for any reason during or after the expiration or termination of this Agreement disclose or permit to be disclosed to any person, or to otherwise make use of or permit use to be made of any Information whether such confidential information was received during the term of this Agreement or otherwise.

Whilst The Restore Capital LLC. maintains strict confidentiality in all matters relating to your account(s) and business, you hereby authorize and consent to The Restore Capital LLC. and its Partners, including its officers, employees, agents and advisers/attorneys to disclose your information to the following parties for any of the following purposes and as necessary.

- a) any member of The Restore Capital LLC. and its Partners, including any officer, employee, agent or director; professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support The Restore Capital LLC.
- b) Banks or business alliance partners who may provide their product or service to you
- c) any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument.
- d) any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over The Restore Capital LLC. or its Partners
- e) any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies.
- f) any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes.
- g) a merchant or a member of a card association where the disclosure is in connection with the use of The Restore Capital LLC. account
- h) upon a user's death or mental incapacity, your legal representative and their legal advisers, and a member of the user's immediate family for the purpose of allowing him/her to make payment on any of the account(s).
- i) any authorized person or any security provider.



- j) anyone The Restore Capital LLC. considers necessary in order to provide you with services in connection with a product.
- k) any Bank or financial institution with which have or propose to have dealings, regardless of whether the recipient in each case is in the United States or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in United States or another country; located in jurisdiction.

The Restore Capital LLC. shall comply with the extant Data protection laws and shall take all reasonable measures to comply with global standard and best practices on Data protection and policies.

13.0 TERMINATION

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, your right to use the Service will cease immediately. If You wish to terminate Your Account, you may simply discontinue using the Service.

14.0 ENTIRE AGREEMENT

These Terms of Service, together with our Privacy Policy, Cookie Policy and FAQs, constitute the entire agreement between you and The Restore Capital LLC. With respect to the Services and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Services.

15.0 GOVERNING LAW

These Terms and provision of the Services shall be governed by and construed in accordance with the laws of the United States.

16.0 DISPUTES RESOLUTION

If You have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting The Restore Capital LLC. Where We and You are unable to resolve any dispute amicably within 21 (twenty-one) days of the commencement of such mutual consultation, the dispute shall be submitted to and determined by any court of competent jurisdiction in (include state) of the United States.



17.0 SEVERABILITY AND WAIVER

17.1 Severability

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

17.2 Waiver

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

18.0 CHANGES TO THESE TERMS OF SERVICE

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If the revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

CONTACT US

If you have any questions about these Terms of Service, you can contact us:

By visiting this page on our website: www.therestorecapital.com

By sending us an email: <u>info@therestorecapital.com</u>



	Date	Author	Version	Change
2024			Version 1	Initial Release