

# TERMS OF USE

Welcome to our website (the "website"), owned and operated by the Service Provider. By accessing or using this website, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use the website.

These Terms govern your access to and use of our website, including any information, tools, or services provided therein.

The Service Provider is committed to operating in full compliance with all applicable laws, regulations, and regulatory guidelines in the jurisdictions where it conducts business. It maintains a proactive approach to monitor and adapt to changes in the regulatory environment that may affect its operations, or its users.

The Service Provider is committed to obtaining and maintaining all necessary licenses, registrations, and authorizations required to conduct its business activities in compliance with applicable laws and regulations. The Service Provider reserves the right to modify its services, including the features and functionality, to ensure continued regulatory compliance. Reasonable efforts will be made to notify users of any material changes resulting from regulatory requirements.

Users acknowledge that regulatory changes may impact the availability, use, or value of some of the services in certain jurisdictions. The Service Provider shall not be held liable for any losses or damages resulting from such regulatory changes.

The Service Provider cooperates fully with law enforcement and regulatory authorities to the extent required by law. It may be obligated to share user information with these authorities under certain circumstances, as outlined in the Privacy Policy.

Users are responsible for ensuring their own compliance with applicable laws and regulations in their jurisdiction when availing the Service Provider's services.

## **1. Acceptance of Terms**

The provisions of these Terms will govern the entry, access, connection to or use of our website by general users (the "Users", "you", "your" or "yours"). For the avoidance of doubt, any reference in these Terms of Use to 'use' shall refer to any sort of use of the website, inclusive of simple entry, access or connection to the same website. These Terms of Use form a legally binding agreement between the User and the Service Provider and you should therefore take the time to read them carefully. By entering, accessing, connecting to or using this website in any manner, you are deemed to have read, understood and agreed to these Terms. If you do not agree with these Terms, please refrain from using our website.

By using this website, and of our current and future subsequent platforms, you warrant that you are at least eighteen (18) years of age, or that you are legally incorporated in a jurisdiction where such services are legally permitted. If you have not yet attained the age of eighteen (18), please desist from using this website. You are also instructed not to use this website if you are considered as a minor in your country of residence.

The use of this website does not imply that you can avail the services. Should you wish to avail our services, you will be required to pass our client acceptance and onboarding procedures in line with the Service Provider's KYC/KYB and AML procedures, as well as confirm your agreement to the specific T&Cs.

## **2. Services**

The Service Provider focuses on providing services specified in Accession agreement with you.

## **3. Changes to Terms**

We reserve the right to update or modify these Terms at any time without prior notice. All changes will be effective immediately upon posting. Continued use of the website after any changes indicates acceptance of the revised Terms.

## **4. Use of the website**

You agree to use this website for lawful purposes only. You must not:

- Use the website in any way that violates applicable laws or regulations.
- Access, tamper with, or use non-public areas of the website or our systems.
- Engage in activities that compromise the security or functionality of the website.

## **5. Investment Disclaimer**

The information provided on this website is for general informational purposes only and does not constitute investment advice, solicitation, or a guarantee of returns.

You acknowledge that all investments carry risk, and past performance is not indicative of future results.

The Service Provider is not responsible for any investment decisions made based on information from this website.

## **6. Intellectual Property**

Any and all Intellectual Property related in any manner whatsoever to the Website or the Service Provider is the sole and exclusive property or controlled by the Service Provider and is subject to protection under the applicable law.

The User is prohibited from copying, editing, amending, transmitting, distributing, displaying, modifying, adapting, sub-licensing, emulating, reverse-engineering, decompiling, disassembling, combining, processing, encoding, deriving source code, decrypting, translating, selling, or in any other way using any of the Intellectual Property, or the Website or any of its content or to create any derivative works of the Website or any of its content or functionality.

## **7. Third-Party Links**

The website may contain links to third-party websites or services for informational purposes. These links do not signify our endorsement or responsibility for the content, security, or practices of third-party websites. Use of third-party websites is at your own risk.

## **8. Privacy Policy**

We value your privacy. Please review our Privacy Policy to understand how we collect, use, and protect your information. By using this website, you consent to our Privacy Policy.

## **9. Limitation of Liability and Indemnification**

To the extent allowed by law, the Service Provider shall not be liable, in any event, for any direct, indirect or consequential damages, losses or liabilities whatsoever incurred or suffered by the User, or any third party.

Without prejudice to the above, in no event shall the Service Provider's liability exceed 10 000 euro.

You agree to indemnify and hold the Service Provider, its affiliates, employees, and agents harmless from any claims, damages, losses, liabilities, or expenses (including legal fees) arising out of your breach of these Terms or misuse of the website.

#### **10. Your Relationship with the Service Provider**

Nothing in these Terms and Conditions shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, collaboration, agency, employment, joint venture or formal business entity of any kind.

#### **11. Termination**

We reserve the right to suspend or terminate your access to the website, without prior notice, if you violate these Terms or engage in activities that harm the website or its users.

#### **12. Governing Law**

Should a dispute arise out of or in connection with the performance of this Agreement or any of its provisions (the "Dispute") the Parties shall endeavour to settle it by negotiation.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

These Terms are governed by and shall be construed in accordance with the substantive laws of England and Wales.

The seat, or legal place, of arbitration shall be London (England).

The language to be used in the arbitral proceedings shall be English.

#### **13. Contact**

Please consult the website for any updates or support information.

By accessing or using the website, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.