

# Terms of Use

## Introduction

These terms of use (“Terms”) (together with the documents referred to in it) set out the terms on which you may make use of the Etherbridge Holdings Limited (Etherbridge) website, and any website, micro site or sub-site owned, developed or maintained by Etherbridge for itself or on behalf of its subsidiaries (‘Website’). The terms apply to all users of, and visitors to the Website.

The Website is operated by Etherbridge (“we”, “us”, “our” or “ourselves”). Etherbridge is registered in Republic of Seychelles No. 220232 IBC. Registered Office: Nobel Capital Group Limited, Room 5, 2<sup>nd</sup> Floor, Olivier Maradan Buildings, Olivier Maradan Street, Victoria, Mahe, Republic of Seychelles. Please read these Terms carefully. By accessing any page of the Website, you agree to be bound and abide by these Terms. If you do not agree to these Terms, you must not use the Website. We reserve the right to modify these Terms at any time without notification to you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Website and such provisions and notices will automatically be binding on you.

By accessing, using or registering to use the Platform: (i) you represent and warrant that you are over the age of 18 and are lawfully able to enter in and agree to the Agreement; (ii) you accept and agree to be bound by the Agreement, including as it may be updated or revised from time to time by Etherbridge, and all other terms and policies referenced or incorporated herein by reference; and (iii) you represent and warrant that you are authorized to enter in and agree to the Agreement on behalf of any entity if you are accessing, using or registering to use the Platform on behalf of that entity.

You should also read our Privacy Policy for details of how we handle your data.

## Accessing our website

Access to our Website is permitted on a temporary basis and is free of charge, unless stated otherwise. You acknowledge that your access to the Website may be prevented by factors outside of our control including without limitation the unavailability, in-operation or interruption of internet services or the in-operation, inefficiency or unsuitability of the computer hardware that you use to access the Website. We shall not be liable for any loss or damage in respect of this.

Certain areas of the Platform may be restricted to registered users and additional terms and conditions may apply in those circumstances. Access to and use of password protected and/or secure areas of the Platform is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Platform may be subject to prosecution.

We reserve the right to restrict or terminate your use of the Website and the Etherbridge services in our sole discretion.

## **Prohibited uses**

You may use the Website for lawful purposes only. You may not use the Website in the following ways, including (without limitation): (a) in any way that breaches any applicable local, national or international law or regulation; (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; (d) to reproduce, duplicate, copy or re-sell any part of the Website in contravention of these Terms; (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (f) to knowingly introducing any data, send or upload any material that contains software, viruses or other codes, or files which are malicious or designed to adversely affect the operation of any computer software or hardware; or (g) attempting to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties. All such rights are reserved. Where we publish third party intellectual property that is publicly available, we will attribute it to its owner. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You may print off copies, and may download extracts, of any page(s) from the Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, including (without limitation) our logo, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return and/or destroy any copies of the materials you have made, and certify and/or evidence to us that you have done so to our reasonable satisfaction.

## **No reliance on information**

The content on our Website is provided for general information only. It is not intended to be a solicitation, an offer to buy or sell any security or amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. We may amend, revise or modify, in part or in full, any information on the Website at any time without notification to you. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

## Regulatory Disclaimer

The communications contained in this Website or otherwise provided to any person (“a recipient”) by Etherbridge are not intended to constitute, and should not be construed as, the provision of investment advice (meaning the regulated activity described in article 53(1) in the United Kingdom’s Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (RAO) or such legislative provision as may amend or replace it), or the making of personal recommendations (as such term is described in European Commission Directive No. 2006/73/EC implementing Directive 2004/39/EC (MiFID Implementing Directive) or such legislative provision as may amend or replace it).

All communications in this Website are provided to recipients for informational purposes only and may not be relied upon by recipients in evaluating the merits of investing in any securities or interests referred to for any purpose. All communications on this Website are not intended as and is not to be taken as an offer or solicitation with respect to the purchase or sale of any security or interest, nor does it constitute an offer or solicitation in any jurisdiction, including those in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such a solicitation or offer. Before making any investment decision, recipients should obtain independent legal, tax, accounting or other professional advice, as appropriate, none of which is offered to recipients by Etherbridge or any of its affiliates. Neither Etherbridge nor any of its affiliates accept any duty of care to recipients in relation to any investments recipients purchase or sell as a result of the information services provided by Etherbridge.

Distribution of information or documents contained on this Website may be restricted by law. Accordingly, this information and documents may not be distributed in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons receiving this communication should inform themselves about and observe any such restrictions. Any dissemination or other unauthorised use of this information or documents by any person or entity is strictly prohibited.

None of the communications contained in this Website or otherwise provided to a recipient by Etherbridge is intended to invite or induce recipients to buy, sell or subscribe to regulated investments.

However if and the extent that, in the United Kingdom, the Website includes communication which are to be construed as constituting a financial promotion for the purposes of the Financial Services and Markets Act 2000, they will be issued only to, or directed only at, persons who are: (i) investment professionals within the meaning of Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "FPO"); (ii) certified high net worth individuals (as defined in article 48 of the FPO) (iii) high net worth companies and certain other entities falling within Article 49 of the FPO; and (iii) any other persons to whom it may lawfully be communicated.

The communications contained in this website or otherwise provided by Etherbridge are not directed at or intended to be viewed by any U.S. persons. If you are a U.S. person, you may not rely on any such communications.

Any of the investments and investment services to which this communication relates are only available to the persons referred to above and other persons should not act or rely on the information contained in this communication.

## **PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.**

The actual performance realised by any given person will depend on numerous factors and circumstances. Communications made by Etherbridge to its recipients may include returns for various indices. These indices are not intended to be direct benchmarks for a particular investment.

Although the information in any communication made by Etherbridge to the recipients is believed to be materially correct as at the date of issue, no representation or warranty is given as to the accuracy of any of the information provided. Furthermore, no representation or warranty is given in respect of the correctness of the information contained herein as at any future date. Certain information included in any such communication may be based on information obtained from third-party sources considered to be reliable. Any projections or analysis provided to assist the recipient in evaluating the matters described herein may be based on subjective assessments and assumptions and may use one among alternative methodologies that produce different results. Accordingly, any projections or analysis should not be viewed as factual and should not be relied upon as an accurate prediction of future results.

Furthermore, to the extent permitted by law, Etherbridge, its affiliates, agents, service providers and professional advisers assume no liability or responsibility and owe no duty of care for any consequences of any person acting or refraining to act in reliance on the information contained in any communication provided by Etherbridge or for any decision based on it.

## **Limitation of our liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use, the Website; or (b) use of or reliance on any content displayed on the Website. Please note that in particular, we will not be liable for (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; (d) loss of business opportunity, goodwill or reputation; or (e) any indirect or consequential loss or damage. We do not guarantee that the Website will be secure or free from bugs or viruses and you should use your own virus protection software. We will not be liable for any loss or damage caused by any virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our Website or by your downloading of any content on it, or on any website linked to it. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

## **Indemnity**

You agree to indemnify and hold Etherbridge, its affiliates, and each of its respective directors, officers, employees, shareholders, partners and agents (each a “Etherbridge Party”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees) incurred by any Etherbridge Party arising out of, as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any term set forth in these Terms.

## **Third party links**

The Website may contain internet addresses, links and/or hyperlinks to other websites, which are not operated or monitored by us. The links to other websites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the Website. It is your responsibility to check the terms and conditions and privacy policies which are applicable to such other third-party websites.

## **Waiver and severability**

No waiver by us of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of that or any other provision of these Terms and any forbearance or delay by us in exercising any of our rights under these Terms shall not be construed as a waiver of such rights. Each provision of these Terms is severable, and the invalidity, illegality or unenforceability of any provision shall not affect the validity or enforceability of any other part of these Terms.

## **Applicable law and jurisdiction**

These Terms, the use of the Website and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The courts of Seychelles shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms the use of the Website (including non-contractual disputes or claims).

## **Contact us**

If you wish to make any use of content on the Website other than that set out above, please contact: [info@etherbridge.co](mailto:info@etherbridge.co)

Effective Date: **22<sup>nd</sup> April 2020**