

TERMS AND CONDITIONS OF WEBSITE USE

Final Version: October 2023

[PUBLIC DOCUMENT]

Exclusive Change Capital Ltd is incorporated under the laws of Cyprus, with registration no. HE 337858, regulated by CySEC under license no. 330/17



TERMS AND CONDITIONS OF WEBSITE USE

- 1. This website is operated by Exclusive Change Capital Ltd, of Theodorou Potamianou 56, 4th Floor, Kato Polemidia, 4155, Limassol, Cyprus. (the 'Company').
- 2. Any user of Exclusive Change Capital Ltd website accepts unreservedly, by using the site, the terms and conditions for its use that are set out here. These terms include the legal jurisdiction within which any legal issues arising from the operation of the site may be addressed. Any person who does not wish to accept these terms and conditions or who knows, or ought to know, of any reason why these terms and conditions might not be capable of applying to their purposes, is not authorised to use this site. These terms apply to each and every visit that a user may make to this site.

3. Security

- a. In order to ensure that this website remains available to all users, Exclusive Change Capital Ltd may monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the site. **Anyone using this site expressly consents to such monitoring**.
- b. Unauthorised attempts to modify, alter, deface, destroy or corrupt any information stored on this site or this system, to defeat or circumvent any security features, to probe, scan or test for vulnerabilities, to breach security or authentication measures, to forge TCP/IP headers, to install or attempt to install unauthorised software, to mount Denial of Service attacks or to utilize this system for other than its intended purposes are expressly prohibited and may result in criminal prosecution.
- c. Any possible criminal activity will be reported, together with any evidence which may be gathered, to the appropriate authorities.

4. Disclaimer of Liability

- a. Every effort is made to provide useful, accurate and complete information. However, we cannot guarantee that there are no errors. Exclusive Change Capital Ltd makes no claims, promises or guarantees about the accuracy, completeness, usefulness or adequacy of the contents of this site and expressly disclaims liability of any sort for errors and omissions in the contents of this site.
- b. Neither Exclusive Change Capital Ltd, nor its employees, associates nor contractors make any warranty, expressed, implied or statutory, including, but not limited to, any warranty that third party rights or title have not been infringed, or any warranty of merchantability or fitness for any particular purpose.

Terms and Conditions of Website Use



- c. No warranty of any sort is made with respect to the content of thirdparty sites that have links from this site and all liability of every sort is expressly disclaimed.
- d. Exclusive Change Capital Ltd is not liable in any circumstances for special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with any use of the information or services available on this site.

5. Disclaimer of Endorsement.

- a. This site, and documents posted on it, may contain hypertext links or pointers to information created and maintained by other public and private organisations. Exclusive Change Capital Ltd does not guarantee the accuracy, relevance, usefulness, timeliness, or completeness of any linked information.
- b. The inclusion of links or pointers to other sites is not intended to assign importance to those sites and the information contained in them, nor is it intended to endorse, recommend, or favor any views expressed, or commercial products or services offered on those sites, or the organisations sponsoring the sites, by trade name, trademark, manufacture, or otherwise.
- c. Reference on this site to any specific commercial products, processes, or services, or the use of any trade, firm or corporation name is for the information and convenience of the site's visitors, and does not constitute endorsement, recommendation, or favoring by Exclusive Change Capital Ltd.
- d. The views expressed by any individual within the web forum are the views of that individual only and do not reflect or represent in any way the views of Exclusive Change Capital Ltd.

6. Copyright

- a. All content on this site, and all content of any documents provided to visitors or clients (in, for instance, newsletters) is the property of Exclusive Change Capital Ltd, unless stated otherwise.
- b. No user may copy, modify, publish, transmit, transfer, or sell, reproduce, create derivative works from, distribute, display, or in any way exploit any of the content, in whole or in part, except with the express written agreement of Exclusive Change Capital Ltd.

7. Free services

a. Exclusive Change Capital Ltd provides a number of free services from its site, such as weekly newsletters, white papers, etc. There is no contract with Exclusive Change Capital Ltd for any free service, so no user can become a client by using any free service and Exclusive Change Capital Ltd is not liable to any user in any way resulting from use of any free service.

Terms and Conditions of Website Use

October 2023



8. Products and services purchased from Exclusive Change Capital Ltd

- a. Exclusive Change Capital Ltd makes no representation and gives no warranty with respect to any of the products or services provided by Exclusive Change Capital Ltd. It does not suggest any product or service is suitable for any particular use.
- b. Documents may include technical inaccuracies or typographical errors.

9. Severability

If any of these terms are at any time held in any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

10. No Waiver

No waiver by Exclusive Change Capital Ltd, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

11. Governing Law

These terms shall be governed by and construed in accordance with the Republic of Cyprus and the user explicitly accepts that only the Courts of Cyprus have jurisdiction to deal with any matter arising from or in any way, whether directly or indirectly, related the use of this website and, accordingly, the user explicitly waives all and any rights to bring any action of any sort in relation to this web site in any court anywhere else in the world.