

TERMS OF USE

1. INTRODUCTION

1.1 Eurivex Ltd (hereinafter called the “Company”) is an investment firm regulated by the Cyprus Securities and Exchange Commission (License No. 114/10). The Company operates in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law of 2007 (No. 144(I)/2007), implementing Directive 2004/39/EC of the European Parliament and of the Council on Markets in Financial Instruments (“MiFID”) as amended by the Directive 2006/31/EC of the European Parliament and of the Council. The Company is licensed to offer the investment services of reception and transmission of orders, execution of orders and dealing on own account, in addition to various ancillary services.

1.2 These terms and conditions govern the use of the website(s) on the domain or sub-domains of eurivex.com, which combined will be herein referred to as the Website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

1.3 Your purchase of any Eurivex product or service serves as your acknowledgment that you have read and understand these Terms of Use and that you agree to be bound by such Terms of Use.

2. APPLICABLE LAW

The Website Terms of Use is provided to Clients or potential clients in accordance with the provisions of the Investment Services and Activities and Regulated Markets Law of 2007 (No. 144(I)/2007), implementing Directive 2004/39/EC of the European Parliament and of the Council on Markets in Financial Instruments (“MiFID”) as amended by the Directive 2006/31/EC of the European Parliament and of the Council.

3. SITE ACCESS

You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you have registered.

4. USE OF WEBSITE

4.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

4.2 The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.

4.3 Continuing to browse and use this website means that you agree to comply with and be bound by the following terms of use, which together with our privacy policy govern our relationship with you. The term 'Company' or 'us' or 'we' refers to the owner of the website. The use of this website is subject to the following terms:

1. The contents of the pages of this website are for your general information and use only. It is subject to change without notice.
2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look and appearance. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms of use.
5. All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
6. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
7. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
8. You may not create a link to this website from another website or document without our prior written consent.

5. TRADEMARKS & COPYRIGHTS

The Company's Logo displayed on the website is proprietary services trademark of the Company. The Company's trademark may not be used in connection with any product or service that is not a product or service provided by the Company and/or in any manner that is likely to cause confusion among potential clients or to disparage or discredit the Company.

All other trademarks and service marks not owned by the Company that appear on the website are property of their respective owners, who may or may not be affiliate with the Company.

You may not use, copy, modify or display any of the trademarks, services marks, names, logos appearing to the website without express written permission of the owner thereof.

6. SITE UPTIME

6.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.

6.2 This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

7. VISITOR CONDUCT

7.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

7.2 When using this website you shall not post or send to or from this Website any material:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Cyprus;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

7.3 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 7.2.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has

been specifically agreed with us;

(b) you do not misrepresent your relationship with us or present any false information about us;

(c) you do not link from a website that is not owned by you; and

(d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Cyprus.

8.3 If you choose to link to our website in breach of Paragraph 5.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

9. DATA COLLECTION

Eurivex may collect and store the following data about the User:

1. Information that the User provides by filling in forms on the Eurivex website www.Eurivex.com ("Eurivex website"). This includes information provided to open an account and other functions on the website. Eurivex may also ask the User for information when the User reports a problem or a complaint with the website, services, etc.
2. If the User contacts Eurivex, Eurivex may keep a record of that correspondence. Eurivex may also ask the User to complete surveys that it uses for research purposes, although the User is not bound to respond to requests to complete forms or surveys.
3. Details of transactions the User carries out through the Eurivex website and of the fulfilment of the User's orders whether through the website or other means.
4. Details of the User's visits to the Eurivex website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that the User accesses.

10. USE OF COOKIES

A cookie consists of information sent by a web server to a web browser and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

Eurivex may collect information about the User's computer, including, where available, the User's IP address, operating system and browser type for system administration and to report aggregate information.

This is statistical data about browsing actions and patterns, and does not identify any individual. Cookies contain information that is transferred to the User's computer hard drive, they help Eurivex to improve its website and to deliver a better and more tailored service.

The User may refuse to accept cookies by activating the setting on the User's browser which allows the User to refuse the setting of cookies. However, if the User selects this setting the User may be unable to access certain parts of the Eurivex website. Unless the User has adjusted the User's browser setting so that it will refuse cookies, Eurivex system will issue cookies when the User logs on to the website.

11. STORING USER DATA

The User Data collected and processed is stored with Eurivex and its server. In rare situations, as per section 9 of the Data Protection Law, such data may be transferred to, and stored at a destination outside the European Economic Area ("EEA").

By submitting the User's personal data, the User agrees to this transfer, storing or processing of data.

Eurivex will take all steps reasonably necessary to ensure that the User's data is treated securely and in accordance with this privacy policy. All information the User provides to Eurivex is stored on our secure servers or with third parties such as specialized hosting companies. Where Eurivex has given the User (or where the User has chosen) a password which enables the User to access certain parts of our website, the User is responsible for keeping this password confidential.

Eurivex asks the User not to share their password with anyone. Unfortunately, the transmission of information via the Internet is not completely secure. Although Eurivex will do its best to protect the User's personal data with the use of strict procedures and security features to prevent unauthorised access, Eurivex cannot guarantee the security of the User's data during transmission to our website; any transmission is at the User's own risk.

As a regulated investment firm, Eurivex maintains client records for 5 years after the service is discontinued in line with relevant laws and regulations governing the operation of regulated investment firms. Eurivex reserves the right to extend or reduce this period even after termination of service according to the guidelines issued by Cyprus Securities & Exchange Commission (CySEC).

12. USE OF DATA COLLECTED

Eurivex uses information held about the User in the following ways:

1. To ensure that content from our website is presented in the most effective manner for the User and for the User's computer;
2. To carry out our obligations arising from any contracts entered into between the User and Eurivex;
3. To notify the User about changes to our service.

13. DISCLOSURES

Eurivex will disclose the User's personal information to its regulatory body under whose supervision it operates on demand and on request as well as make available all user data to its internal and external auditors and other officers as required by the rules and conditions governing its operating license.

14. SUB-CUSTODIANS - OMNIBUS CUSTODY AND SAFEKEEPING

Eurivex provides the service of custody, safekeeping and administration of Financial Instruments for the account of Clients including custodianship and related services. Eurivex may provide these under these terms with or through any intermediary broker, agent, clearance system, depository, overseas data processing agent or sub-custodian or other third party, which may or may not be an associate of Eurivex and may be regulated within or outside the European Union.

Eurivex uses skill and care when selecting such agents or third parties and uses only reputedly competent third parties and conducts periodic reviews of such parties.

The risk associated with the safekeeping of Financial Instruments deposited with third parties and any relevant acts or omissions of such third parties shall be borne by the Client, notwithstanding that Eurivex shall comply with its obligation to use due skill and care in the selection of such third party as provided above.

In case of insolvency of the third party and depending on the laws of the jurisdiction of such third party, the Client acknowledges and accepts to bear the risk that the relevant assets may be lost.

Neither Eurivex nor any director, officer, employee or agent of Eurivex shall be liable to the Client for any loss caused directly or indirectly by any act or omission or for the insolvency of any such third-party subject to its obligation to use due skill and care in the selection of such third party.

Securities deposited with a sub-custodian, depository or clearing agency/entity shall be held subject to the rules and operating procedures of such party and any applicable laws and regulations whether of a governmental authority or otherwise.

The Client understands that Eurivex may not be able to exercise discretion in the selection or monitoring of a depository/clearing system or in the negotiation of contractual provisions with the same.

Financial Instruments belonging to a Client may be subject to the law of a jurisdiction other than that of a European Economic Area (EEA) country. The laws and practices in different jurisdictions relating to custody, securities or settlement will vary and neither Eurivex nor any

sub-custodian will assume any risk arising out of such laws and practices. The rights of such Clients in relation to these Financial Instruments may differ accordingly.

If foreign legislation prevents or hinders Eurivex or any sub-custodian from returning assets held for safekeeping abroad, Eurivex shall only be required to provide the Client with a proportional claim to return the assets at the foreign location, provided that such claim exists and is transferable.

Eurivex will not borrow any of the Client's Financial Instruments or against them for any purpose. Should Eurivex (or any sub-custodian of Eurivex) at any point engage in securities financing transactions or any form of stock lending practices, Eurivex shall, in good time before the use of the Financial Instruments in question, provide Retail Clients, in a durable medium with clear full and accurate information on the obligations and responsibilities of Eurivex with respect to the use of those Financial Instruments, including the terms for their restitution and the risks involved.

Eurivex maintains with sub-custodians an account for own funds and Financial Instruments deposited in a depository (a proprietary account) and an account for customers' funds and Financial Instruments deposited in a depository.

To the extent feasible and/or in line with market practice/regulation, third parties through whom Eurivex provides the service of safekeeping and administration of Financial Instruments may maintain the Clients' Financial Instruments deposited in a depository in an account for all such third parties' customers (including Eurivex) and shall not mingle their own assets with the Financial Instruments held on behalf of such customers.

Eurivex reserves the right to, and may, use an 'Omnibus Account' with third parties to custody and safe keep Clients' assets. An "omnibus account" is an account opened in the name of a custodian, in this case Eurivex, in which the Financial Instruments and assets of Clients, are combined and remain undisclosed to the third party.

The Client is WARNED that there are various risks entailed in Financial Instruments being held in Omnibus Accounts.

The concept of nominee account holders in certain jurisdictions is not recognised either in relation to ownership rights or otherwise and the Client shall bear fully any risks arising out of such lack of recognition.

The Financial Instruments and/or funds of the Client, whether held by a third party or a depository, will be clearly identified in the books of Eurivex and of the third party as being held for the Client by means of differently titled accounts on the books of Eurivex and the third party or by other equivalent measures.

Eurivex performs reconciliations on a regular basis between its internal accounts and records and those of the third-party custodian(s) and monitors and performs on a daily basis the marked-to-market settlement of its Clients' listed derivatives.

Eurivex and sub-custodians (or any third party through whom the sub-custodian is providing the relevant service, including a depository) may have a security interest, lien or right of set-off in relation to Financial Instruments of the Client held by them.

Where, pursuant to the provision of Services, any Client Financial Instruments come under the possession or control of a third party having any claim against the Client, Eurivex shall not be liable to the Client in any way for the exercise by such third party of any lawful right against the Client's Financial Instruments for the purpose of satisfying the third party's claims.

Financial Instruments purchased by Eurivex on behalf of the Client may be registered, at our discretion, in the name of Eurivex, of its nominees or sub-custodians (or any third party through whom the sub-custodian is providing the relevant service) to the order of Eurivex for account of the Client and/or in the name of the Client without Eurivex incurring special Obligations or responsibilities therefore, but always for the account of and at the risk of the Client.

15. DISCLAIMER

15.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

15.2 The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

16. EXCLUSION OF LIABILITY

16.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

16.2 Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (ii) fraud (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of Cyprus.

16.3 In no event will Eurivex be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service, even if Eurivex or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service.

17. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with Cypriot law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of the Republic of Cyprus.

18. OUR DETAILS

Company Number: HE 255430

Cyprus Securities & Exchange Commissions license number: 114/10

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