

Terms of Website Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.helantic.com (our site) as a guest. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.helantic.com is a site operated by HAL9k Capital Holding AG (“we”, “us”, “our”). We are a company registered in Switzerland under company registration number CHE-482.385.180 and have our registered office at Herrengasse 7, 7000 Chur. Where appropriate, references to “we”, “us” and “our” in these terms of use shall include HAL9k and other members of our group of companies and third parties connected to us, including without limitation directors, officers, employees, partners, shareholders and agents of the foregoing.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy as found on our website. By using our site, you consent to such processing.

LINKING TO OUR SITE

You are not permitted to establish a link to our site in any way.

PROHIBITED USES

You may use our site only for lawful purposes. You also agree:

- _not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms;
- _not to attack our site via a denial-of-service attack or a distributed denial-of service attack; and
- _not to access without authority, interfere with, damage or disrupt:
 - o any part of our site;
 - o any equipment, server or network on which our site is stored or any server, computer or database connected to our site;
 - o any software used in the provision of our site; or
 - o any equipment or network or software owned or used by any third party.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in any material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

TRADE MARKS

Any trade marks shown on the site are the trade marks of ours unless expressly stated otherwise. No permission is given by us in respect of the use of any such trade marks, service marks, company names or logos or copyrights and such use may constitute an infringement of the holder's rights.

RELIANCE ON INFORMATION POSTED

Any content on our site is provided on an "as is" basis, for general information only. It has not been audited or verified by any third party and is subject to change at any time, without notice. It is not intended to amount to advice on which you should rely.

Specifically, our site and any information contained herein is not, and must not be treated as, investment advice, investment recommendations, or investment research and no person must take (or refrain from taking) any investment decision on the basis of the information set out on our site. Before making any investment decision, you should seek independent investment, legal, tax, accounting or other professional advice as appropriate.

Although we make reasonable efforts to update any information provided for on our site, we make no representations, warranties or guarantees, whether express or implied, as to the condition, quality, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses or bugs (you should use your own virus protection software) of the information contained on our site or that such content will be accurate, complete, up to date, uninterrupted or error free.

We therefore disclaim all liability and responsibility arising from any use of or reliance placed on all content on our site by any visitor to our site, or by anyone who may be informed of any of its contents.

NO OFFER

Any content on our site is not intended to and does not constitute an offer, invitation, solicitation or recommendation to invest in any fund, security or other product or service. Any information contained on our site should not be relied upon for any purpose. Any offer or invitation, if made, would be made only by way of a confidential private placement memorandum (or other formal or informal offering document) and only in jurisdictions in

which such an offer or invitation would be lawful. The information on our site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution would be contrary to local law or regulation.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

OUR LIABILITY

Whether you are a consumer or business user, to the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- _all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- _any liability for any direct, indirect or consequential loss, and any other loss, fines or damage whether in contract, tort (including negligence, breach of statutory duty, or otherwise, even if foreseeable, incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, and any materials posted on it).

We will not be liable for any loss, fines or damage caused by a virus, distributed denial-of- service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

SUSPENSION AND TERMINATION

We will determine, in our sole discretion, whether there has been a breach of these terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate in our sole discretion.

We exclude liability for actions taken in response to breaches of these terms.

INDEMNITY

You hereby indemnify and hold us, other members of our group of companies and third parties connected to us and our, it or their directors, officers, employees, partners and agents harmless from and against all liabilities, damages, losses, fines, costs and other expenses (including, without limitation, legal fees and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any

breach by you of any provision of these terms or other liabilities arising out of your use of our site.

SEVERABILITY

If any part of these terms of use is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that part shall, to the extent required, be severed from these terms of use and shall be ineffective without, as far as is possible, modifying any other part of these terms of use and this shall not affect any other provision of these terms of use, which shall remain in full force and effect.

AMENDMENTS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we may make, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

JURISDICTION AND APPLICABLE LAW

If you are an individual, please note that these terms of use, its subject matter and its formation, are governed by Swiss law. You and we both agree to that the courts of Switzerland will have non-exclusive jurisdiction.

If you are a business, these terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland. We both agree that the Swiss courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other country.

YOUR CONCERNS

If you have any concerns about material that appears on our site, please contact info@helantic.com.

Thank you for visiting our site.