

ARK36 AIFLNP V.C.I.C. LTD

(“ARK36”)

TERMS AND CONDITIONS

04-08-2020

Introduction

Please read these terms and conditions (which together with our Privacy Policy and Cookies Policy (links to each provided below) shall be the “**Terms of Service**”) fully and carefully before using www.ark36.com (the “**Site**”) and the services offered by ARK36 AIFLNP V.C.I.C. LTD (“**ARK36**”, the “**Company**”, “**we**”, “**us**” or “**our**”) (hereinafter collectively referred to as the “**Services**”).

Who ARK36 is and how to contact us

The Site is a site operated by ARK36. We are licensed and regulated by the Cyprus Securities and Exchange Commission as an Alternative Fund with a Limited Number of Persons (AIFLNP) with license number 147/2018.

To contact us about these Terms of Service or anything else please email us at legal@ark36.com.

Eligibility

IMPORTANT INFORMATION: The Site and the information contained within it is strictly directed to and intended for professional investors and/or well-informed investors (for the purpose of the Alternative Investment Funds Law of 2018). The Site is not available to any investor that does not fall within that classification and for the avoidance of doubt is not made available to retail clients. You are responsible for ensuring that you fall within the applicable definitions. The definition of professional investor under the 2018 Law can be found [here](#). You are responsible to ensure that these Terms of Service are in compliance with all applicable laws and regulations that apply to you. The Services are hereby revoked where these Terms of Service or use of Services are prohibited by and/or conflict with any applicable law or regulation.

Acceptance of these Terms of Service

These terms and conditions also refer to the following additional terms (collectively the Terms of Service), which also apply to your use of our Site and include:

- Our Privacy Policy; and
- Our Cookie Policy.

IMPORTANT INFORMATION: By using our Site including registering for and/or using the Services in any manner you confirm that you accept these Terms of Service and agree to comply with them. By accepting these Terms of Service, you hereby certify that you are a professional investor or well-informed investor. If you do not agree to the Terms of Service and/or you are not a professional investor or well-informed investor you must not use our Site.

Furthermore, by using our Site and/or the Services, you agree that you will comply with all applicable law (national or international) and regulations. We shall not be liable for any breach of any law or regulation of the jurisdiction in which you reside in by use of the Site (including without limitation downloading content from the Site) or the Services.

Amendments to the Terms of Services and Modifications to Access

We amend these terms and conditions (and any other document of the Terms of Service) from time to time. Revised Terms of Service will take effect from the date of posting on our Site. We encourage you to check the Terms of Service every time you wish to use our Site, to ensure that you understand the terms that apply at the time.

We cannot guarantee that our Site will always be available or be uninterrupted. In addition to our right to amend in any way these Terms of Service, we reserve the right to suspend, withdraw, restrict or discontinue all or part of the Services (including without limitation the availability of and/or your access to any feature, database, platform or content). We will try to give you reasonable notice of any suspension or withdrawal by posting a notice on the Site or by e-mail but we always encourage you to regularly check these Terms of Service for any applicable changes. There may be instances however where we will not be able to provide you with such reasonable notice. You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Service and any other applicable terms and conditions that may apply, and that they comply with them.

Your continued use of the Services following any changes made to these Term of Services or Services will be taken as your consent to those changes.

Use of our Site

Our Site must **not** be used by you or should you allow or procure others to use it including without limitation as follows:

1. for any unlawful, improper or illegal purpose or activity;
2. in violation of our copyright, trademark or other intellectual property rights;
3. to impersonate any of the Company's employees to other persons;
4. to use an illegitimate or false identity when using our Site;
5. to damage, harm or taint our name or reputation;
6. to penetrate or attack our servers or security measures;
7. to deny other users access to our Site by generating excessive internet traffic or otherwise interfering with our Site; or
8. to hack or otherwise introduce any virus, worm, code into our Site.

Restrictions on marketing

Some information on the Site may be restricted by law or regulation in certain jurisdictions. The Site and the information on it is not addressed to any person that resides in a jurisdiction in which such distribution would be in conflict with the applicable law or regulation.

Reliance on Site information

Although we take great care to ensure that the information on our Site is accurate, complete and current whilst also compliant with applicable law and regulation as at the time of posting, the content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice and conduct your own due diligence before taking any action with regards to the Services; you should not rely on just the information on our Site. No representations, warranties or guarantees, whether express or implied are given regarding the accuracy, completeness or validity of the information on our Site. Any changes you make to your investment position is made at your own risk even if that change had been made in reliance on information contained in our Site.

Indemnification

You agree to defend, indemnify and hold us harmless (including without limitation our officers, directors, employees, partners and agents) from and against any and all liabilities, claims, damages,

losses, expenses or costs (including without limitation legal fees) arising out of or that relate in any way to your misuse of, or access to, the Services or otherwise from your breach or violation of the Terms of Service or infringement by you or any third party using your identity or account of any intellectual property rights in the Site. We assume and reserve the right to control and defend any matter that you otherwise subject to indemnify us for in accordance with this provision and you will in any event cooperated with us in asserting our defence if required.

Use License

Whilst you may use the material or content on our Site and download and print them in hard copy, you shall only do so for your personal benefit. Use, reproduction or modification of any material of the Site other than for the purpose of using the Services is prohibited without our prior written consent. For the avoidance of doubt, we are the owner (or the licensee) of all intellectual property rights, such rights are hereby reserved, in our Site and the material published on it. Neither these Terms of Service nor your access to the Services transfers to you any right, title or interest in or to such intellectual property rights. Content or material on our Site may be protected by copyrights, trademarks or patents and you shall abide by and maintain all such notices.

Liability

We nor our directors, officers, employees, agents, partners or suppliers shall in no event be liable under contract, tort, strict liability or negligence with respect to these Terms of Service or the Services for any loss of profits, data loss, or special, indirect, incidental, punitive or consequential damages of any kind whatsoever however arising nor shall we be liable for any viruses, bugs, Trojan horses or similar from our Site or links to third party websites found on our Site nor shall we be liable for any reliance placed on information found on our Site by you or any visitor to our Site or by anyone who may be informed of any of its contents nor shall we be liable for the accuracy, validity or completeness of any information prepared by us or by a third party for any particular purpose or use or that it is error-free.

We accept no liability if our Site is unavailable at any time for any period for any reason. Our Site is provided strictly for information purposes only and is not to be construed nor intended to constitute an invitation or solicitation or offer to subscribe for the purchase of any investments, products or services including without limitation units in any fund. Any transmission of information between us and you from our Site or otherwise will be entirely at your risk.

The Site may contain information and opinions which have been compiled by us from third party sources considered to be reliable sources as at the date of publication. That information and opinions however will be subject to change rapidly particularly with regard to volatile markets such as cryptocurrencies and therefore are strictly provided on the basis that they are for background purposes only. The information and opinions found in our Site are not to be construed as nor relied upon as investment advice or otherwise interpreted as a recommendation of any kind. We expressly exclude all conditions, warranties, representations, undertakings and such other terms which might otherwise be implied by statute, common law or in equity as we cannot be held responsible for any visitor to our Site including you that may place reliance on the information found on it.

Any decision to proceed with the Services and make an investment (including in any fund) shall only be made only after independent research and independent professional advice has been sought by you after having read the relevant prospectus which may contain various information to that found on our Site. You shall not rely solely on the information and opinions you find on our Site and you

should be satisfied that the investment you will make is suitable for your financial or professional needs.

Links

Where our Site contains links to other sites and resources provided by third parties if any, these links are provided for your information only and without liability. Any links you visit from our Site, you do so at your own risk. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Links to other sites from our Site does not mean that we endorse or guarantee that site or its content. We will not have checked the content of those sites that they are complete or accurate otherwise. We have no control over the contents of those sites or resources and encourage you to read the terms of use, privacy policy and cookies policy of such sites.

Material Interests Disclosure

We and/or our officers, employees and/or partners may have holdings and/or otherwise participated in the investment funds referred to on our Site and may therefore be interested in the transactions that you effect in those funds.

Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the Laws of Cyprus. You and we both agree that the courts of Cyprus will have exclusive jurisdiction in the event there is a dispute arising from or relating to any subject matter of these Terms of Service.

Entire Agreement

These Terms of Services shall form the entire agreement between you and us in relation to you using our Site.

Severance

If any provision in these Terms of Service is said to be invalid, void or unenforceable by a competent court, that ruling shall not affect the validity of the remaining provisions. Headings used in these Terms of Service are only for convenience and shall not be used to interpret or construe any of the provisions of the Terms of Service.

Force Majeure

We shall not be liable for any failure to perform our obligations under these Terms of Service where such failure arises from any cause that is beyond our reasonable control including but not limited to Acts of God, government and/or regulatory and/or other appropriate authority actions, financial services moratorium, or, electronic, communications or mechanical failure.

Third Parties

The Services are offered strictly and only for your use, and not for the use or benefit of any third party that is not a party to these Terms of Service.

Assignment

These Terms of Service apply and are personal to you. They cannot be assigned or transferred by you to a third party. We may transfer or assign any of our rights and obligations under these Terms of Services without your prior consent.

Notices

Subject to any other applicable provision, all notices under these Terms of Service shall be in writing and will have been deemed duly served if personally delivered or sent by certified or registered mail the next business day or when receipt is electronically confirmed if sent by e-mail. Notices sent by e-mail should be sent to legal@ark36.com.

No Waiver

Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to rely on and/or later enforce that or any other part of these Terms of Service. No waiver of compliance shall be binding unless written notice of such waiver is provided to you by us. Furthermore, failure by either of us to exercise any or part of any right or remedy which we may be entitled to under these Terms of Service shall not constitute an implied waiver thereof.