

## Terms of Use

Adventum International Ltd (“us”, “we”, or “our”), a limited liability company incorporated in Malta on the 5<sup>th</sup> October 2018 with company registration number C 88511 and having its registered office at 215/1, Old Bakery Street, Valletta VLT 1451, Malta, is an Alternative Investment Fund Management company licensed by the Malta Financial Services Authority to provide the services of Alternative Investment Fund Management in Malta, in terms of Directive 2011/61/EU (“AIFMD”). Adventum International Ltd operates and makes available the <https://www.adventum.eu> website to persons who visit the website and who make use of its services through the website (“You”).

These Terms of Use outline the terms and conditions which shall apply in relation to your access to use our services. By visiting our website and/or registering for an account through our website, you agree to these Terms of Use in accordance with this document.

This document takes into consideration the General Data Protection Regulation of the European Parliament and of the Council adopted on the 27<sup>th</sup> April 2016 (“GDPR”) which is applicable as of the 25<sup>th</sup> May 2018. We will not use or share your information with anyone except as described in the ‘Privacy Policy’ section hereunder.

For queries or more information on these Terms of Use you are kindly requested to contact us on [\[info@adventum.eu\]](mailto:info@adventum.eu).

### **1. General Provisions**

The services to be provided to you through our website consist in providing information relating to the alternative investment funds to which we are the alternative investment fund managers, and other information on Adventum International Ltd. We do not offer any units, shares, or participation through other means in any alternative investment funds, or any other financial instruments to the general public through our website.

You may be requested to register and create an account with our website to gain full access to the services we provide through our website. Such account registration is tantamount to acceptance of these Terms of Use.

You acknowledge that these Terms of Use might be modified, changed or supplemented at any time, and you accept the responsibility to ensure to keep updated of such changes by accessing the latest version of these Terms of Use which shall be made available through our website.

### **2. Terms of Services**

We do not offer or make available any units, shares, or participation through other means in any collective investment scheme to the general public through our website. We do not offer or make available any financial instrument to the general public through our website.

You are kindly requested to ensure technical compatibility between your computer hardware and software with our website and IT systems. You hereby accept full responsibility to ensure such

compatibility. Any update or change in the technical requirements in our IT systems shall not be treated as an amendment to these Terms of Use.

You are expected to protect your password and log in credentials and shall not disclose them to third parties. You acknowledge and accept that we are not responsible for the loss of access to your account due to the unauthorised access by third parties, or for any other reason.

You acknowledge and accept that we do not guarantee any results from any information we make public through our website, which may include information on investment in any collective investment scheme.

We do not have control over investments made by users of our website and any collective investment scheme mentioned in our website. Therefore, we do not guarantee any result from any investment in any collective investment scheme which is mentioned or to which reference is made in our website.

You acknowledge and accept that these Terms of Use do not regulate the relationship between you and any other user of our website, or between you and any collective investment scheme in which you may invest. Therefore, we are not responsible for any disputes that arise between you and your investment in any collective investment scheme.

You hereby acknowledge and accept that we might suspend or restrict your access to our website at any time for as long as we deem necessary for maintaining and reviewing our website or systems. We are committed to limit such suspensions on the basis of necessity.

We reserve the right to suspend or restrict your access to our website at any time for as long as we deem fit, in the event you use our website to engage in any of the restricted activities as outlined in the 'Restriction on Use' section below. In such case we shall suspend your account with us.

### **3. Restriction on Use**

You hereby declare that you will not use our website to engage in any of the following restricted activities:

- a. Have multiple accounts registered with us on your name;
- b. Violate or attempt to violate any provision laid down in this document;
- c. Violate or attempt to violate any applicable law, or conduct any other activity which may give rise to liability or otherwise harm the reputation of our trademarks;
- d. Restrict or attempt to restrict or inhibit any person from accessing, using, and enjoying our website;
- e. Defraud or attempt to defraud any person or entity through our website;
- f. Submit or post content which is harmful to minors or third parties;
- g. Submit or post information which is false, inaccurate, unlawful, misleading, defamatory, obscene, hateful, discriminatory, or otherwise inappropriate;
- h. Transmit or attempt to transmit viruses, time bombs, malwares, trojan horses, or any other code of destructive nature with the intention to damage or interfere with our data and/ or website;
- i. Engage in spamming, phishing, or distribution of bulk electronic communication or Ponzi schemes;
- j. Misrepresent yourself or your affiliation with any person or entity;
- k. Reverse engineer, decompile, disassemble or otherwise attempt to discover the code or underlying structure or algorithms of our website; and

l. Engage in any activities that would otherwise create any liability to us.

#### **4. Warranties**

By using our website, you hereby represent and warrant that:

- a. You have read and understood these Terms of Use, our Privacy Policy, and any supporting documentation published by us;
- b. You have sufficient understanding of the associated risks in relation to investment in collective investment schemes;
- c. You are at least eighteen years of age;
- d. You are not a citizen, resident or domiciled in a country where our website is restricted or prohibited;
- e. You understand that we are not responsible or liable for non-compliance with any applicable law from your end;
- f. All information provided pursuant hereto and/or herein is accurate and complete in all respects. Such information shall be deemed confidential and shall be maintained and treated as such indefinitely by us unless otherwise permitted or required in terms of these Terms of Use or any applicable law;
- g. Any monies or other sums or assets invested in or which may be invested in or advanced through our website were not and/or shall not be derived from any criminal activity;
- h. You will not distribute any material published by us, including these Terms of Use, in a country or territory where such material may be restricted or prohibited.

#### **5. Liability**

You acknowledge and accept that we and any of our associate companies shall not be held liable for any indirect, direct, special, incidental or consequential damages of any kind, including but not limited to loss of income, loss of profits, or damages or disruption to your IT systems, arising out of the use of our website, or arising out of the inability to use our website.

You agree to indemnify and hold us and our associate companies harmless from any third-party claims, demand, losses, damages, costs, and liabilities.

You acknowledge and accept the assumption of the risks associated with the investment in collective investment schemes.

The limitations set forth in this section shall not limit or exclude the liability for gross negligence, fraud or misconduct on our part and shall apply to the fullest extent permitted by applicable law.

#### **6. Intellectual Property**

You acknowledge and agree that our website together with any associated software, documentation, applications, and websites, including any modifications and updates made thereto, and all related intellectual property rights are exclusively owned by us.

Our brand name “Adventum International”, our logos and trademarks may not be copied, imitated or used without our prior express written consent.

All brand names, logos and trademarks of third-parties which are not owned by us but are displayed on our website or otherwise form part of our website shall remain owned by that third party and may not be copied, imitated, or used without the prior express written consent of the owner.

## **7. Privacy Policy**

While using or accessing our website we may ask you to provide us with certain information which is or may be considered as Personal Data. We are committed to process and store your Personal Data only as long as such storage is required and for legitimate purposes, in accordance with the GDPR.

To ensure your Personal Data is stored and processed in the most secure manner, kept confidential, and is processed in compliance with all applicable law, we have adopted a Privacy Policy which we follow in order to protect the privacy of individuals who visit our website.

The Privacy Policy is available on our website through the link [[www.adventum.eu](http://www.adventum.eu)], and forms part of these Terms of Use.

Any use or access to our website is tantamount to a declaration that the Privacy Policy has been read, understood and accepted.

## **8. Links to Website**

Our website may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party’s website. When connecting to such other websites you will no longer be subject to these Terms of Use and we assume no responsibility on veracity and accuracy of the content in third party websites. We therefore strongly advise you to review the terms and conditions of every website you visit.

We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party websites or services.

## **9. Confidentiality**

We ensure utmost confidentiality and do not exchange information that we receive from other users with you. Likewise, we observe similar confidentiality in relation to information you provide us and we will not share such information with other users.

Unless otherwise agreed, we may disclose to third parties that you have accessed our website and such information regarding the matter as is in the public domain.

We will store any Personal Data relating to you in the most secure manner as is practically possible and we shall keep such information confidential in accordance with all applicable law and the Privacy Policy in place.

## **10.Prevention of Money Laundering and Combatting Terrorism**

We reserve the right to conduct certain due diligence procedures on you at any time. Therefore, you shall provide us, within reasonable time, with all the information and shall answer any questions or take actions as may be requested from us for due diligence purposes, including the disclosure of certain personal information relating to you in order to verify the identity or to comply with any applicable law.

You shall ensure that any information provided to us is accurate and authentic and you shall remain responsible to inform us of any changes to the information provided in order for us to always possess accurate and updated information on you.

We reserve the right to suspend or restrict your access to our website in the event that we discover that you have violated any provision of this section or any provision of any applicable law.

## **11.Termination**

You may terminate this agreement at any time by deactivating your account which is registered with us.

We reserve the right to unilaterally refuse to make available our website to you based on any reasonable ground, including but not limited to, failure to provide information we might request from you, and breach of any provision of any section in this document. We will do our utmost to give you reasonable notice that we will restrict your access to our website to you.

In the eventuality that our relationship is terminated, you must still pay our charges and disbursements and any other charges that may have been left pending.

## **12.Miscellaneous**

In these Terms of Use, unless the context otherwise requires, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated, and, in each case, *vice versa*.

The section 'General Principles' in these Terms of Use shall be construed as constituting an integral part of these Terms of Use.

If any of the provisions of these Terms of Use becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where, however, the provisions of such applicable law may be waived, they are hereby waived hereto to the full extent permitted by law to the end that these Terms of Use shall be deemed to be a valid, binding and enforceable in accordance with its terms.

In the event that any provision of these Terms of Use becomes invalid, illegal or unenforceable that provision shall be substituted or provided for with a new provision which serves the purpose of that invalid, illegal or unenforceable provision to the fullest possible extent.

### **13. Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the Laws of Malta. Any dispute, controversy or claim arising out of or relating to or concerning this document, or the breach, or invalidity thereof, shall be settled by the Courts of Malta exclusively.

### **14. Changes to these Terms of Use**

We may update these Terms of Use from time to time. We will post the updated Terms of Use on our website. It is therefore in your interest to check the Terms of Use any time you access our website to be familiar with the most updated version of such terms. Changes to this document are effective when they are posted on this page.

### **15. Contact Us**

If you have any questions about these Terms of Use, please contact us on [info@adventum.eu](mailto:info@adventum.eu). Any comments or suggestions you may have, and which may contribute to a better quality of service will be welcome and greatly appreciated.