

Terms & Conditions:

Acceptance of the Terms and Conditions. Read before continuing.

Please read these Terms and Conditions ('Terms') carefully. BOC Asset Management Ltd ('BOCAM') is operating as a UCITS management company under the authorisation granted by the Cyprus Securities and Exchange Commission, with the latter acting as the competent authority.

These Terms cover the use, information, content, tools, presentation and promotion of any products, services and/or databases which may be found on all websites operated by BOCAM ('BOCAM's Website(s)'). BOCAM's third party suppliers (the 'Information Providers') and their affiliates may also provide information, content, tools, products and services on and through the BOCAM's Websites. Any BOCAM Website has been created for informational purposes only.

These Terms are a binding agreement between you and BOCAM and its Information Providers. By using BOCAM's Website(s), you:

- (i) confirm that you have carefully read these Terms and agree to be bound by them;
- (ii) and/or if applicable confirm and agree to be bound by the statement that you are authorised to accept these Terms and use or access (or attempt to use or access) BOCAM's Website(s) on behalf of your client and that in doing so you are acting within the scope of your duties and, at all times, on behalf of your client.

These Terms are in addition to any other agreements between you and BOCAM, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the BOCAM Website(s).

Your use of the BOCAM Website(s) is governed by the version of the Terms in effect on the date each BOCAM Website is accessed by you. If you do not agree to these Terms, you will not be considered an authorised user of BOCAM's Website or any of the services set out herein and/or in BOCAM's Website(s) and you should immediately discontinue your use of BOCAM's Website(s).

Changes to the Terms and Conditions

BOCAM may modify these Terms at any time in its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review these Terms periodically to ensure familiarity with its then-current terms and conditions. Your continued use of BOCAM's Website(s) shall constitute your acceptance of these Terms and your continued use of BOCAM's Website(s) following any modification of these Terms shall constitute your acceptance to the Terms as amended. If you do not agree to any changes made to these Terms, you should not use BOCAM's Website(s).

Use of the BOCAM's Website(s):

Use of BOCAM's Website(s) is intended only for your personal, non-commercial use, unless you and BOCAM have agreed otherwise in writing.

No Recommendation

BOCAM's Website(s) and any fact, assessment, analysis, forecasts, opinion and other information (collectively 'Information') released by BOCAM and any of its directors, officers, employees or representatives provided on BOCAM's Website(s) has been prepared without regard to any particular user's investment objectives, financial situation, or means and you hereby acknowledge that BOCAM has not solicited any action based upon it and that the provision of any such Information shall not constitute or be considered an investment advice.

Nothing on BOCAM's Website(s) should be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product or instrument; or to make an investment; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.

The fact that BOCAM makes any information and/or services of its Website(s) available to you, constitutes neither a recommendation to enter into a particular transaction nor a representation that any product and/or service described on BOCAM's Website(s) is suitable or appropriate for you. Many of the products and/or services described in BOCAM's Website(s) involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks.

Any discussion of the risks contained herein with respect to any product and/or service presented should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned.

You agree that none of the Information displayed on BOCAM's Website(s) and which may relate to any services offered by BOCAM, constitutes business, financial, investment, hedging, trading, legal, regulatory, tax or accounting advice, a recommendation or trading idea or any other type of encouragement to act, invest or divest in a particular manner. BOCAM shall not be responsible for any loss arising from any investment based on a contrary understanding.

Prohibited Uses:

By using BOCAM's Website(s) you acknowledge and agree that:

- It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit BOCAM's Website(s) without prior written permission of BOCAM and/or any third-party Information Provider(s),
- You shall not use BOCAM's Website(s) for any unlawful or unauthorised purpose or in any manner that could damage BOCAM or that would interfere with another party's use of BOCAM's Website(s).
- The use and interpretation of the content of BOCAM's Website(s) requires skill and judgement, and you shall at all time exercise your own judgement in the use of BOCAM's Website(s).

Security of your login information

Your password or login information (such as your Identification Name, User Name or password) may be required for accessing specific parts of BOCAM's Website(s). You may not obtain unauthorised

access to such parts of BOCAM's Website(s) or to any other protected materials or information, through any means not intentionally made available by BOCAM for your specific use. If you have acquired an Identification Name, a User Name or a password, you are responsible for all statements made and acts or omissions that occur while the aforementioned are being used. You are responsible for protecting and securing your User Name and password from unauthorised use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on BOCAM's Website(s), such as the theft or unauthorised use of your User Name, password or any other information, you must notify BOCAM immediately.

Copyright and Intellectual Property

BOCAM and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trade marks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws) subsisting in or relating to BOCAM's Website(s).

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Links to Other Websites

BOCAM may establish links between its Website(s) and one or more websites operated by third parties. BOCAM has no control over any such other websites, the contents therein or the products/services offered except if otherwise agreed in writing. The existence of any such links shall not constitute an endorsement of, or representation or warranty by BOCAM regarding such websites, the contents of the websites, the products or services of the websites or the operators of the websites. Your access to and use of such linked websites is governed by the terms of use and privacy policies of those websites, and shall be at your own risk. BOCAM disclaims responsibility for the privacy policies and customer information practices of third-party internet websites hyperlinked from BOCAM's Website(s) except as otherwise agreed in writing.

Disclaimer of Warranties

BOCAM and the Information Provider(s) expressly disclaim to the fullest extent permissible pursuant to applicable law, all warranties of any kind, express or implied, including without limitation any warranty or merchantability, fitness for a particular purpose or non-infringement.

Although any relevant information contained in BOCAM's Website(s) has been obtained from sources that BOCAM considers to be reliable and endeavours to keep current, BOCAM's Website(s) and any of their content are made available to you 'AS IS' and BOCAM and any third-party Information Provider(s) provide the use of BOCAM's Website(s) without responsibility, either express or implied, for accuracy, correctness, relevance, suitability or completeness of any of the information, text, graphics, links or other items relating to BOCAM's Website(s) and also does not warrant that the use of BOCAM's Website(s) will be uninterrupted or error-free, that any defects will be corrected or that they will be free of computer viruses or other harmful components. By using BOCAM's Website(s) you agree that any errors and/or omissions associated with the use of BOCAM's Website(s) shall not be made the basis for any claim, demand or cause of action against BOCAM or any Information Provider(s).

Limitation of Liability

Neither BOCAM nor any of their respective affiliates, directors, officers, registered representatives or employees, nor any of its third party Information Provider(s) shall be liable or have any liability towards you or anyone else for any direct, indirect, incidental, special or consequential damages arising out of or in relation to these Terms or resulting from the use or inability to access or use BOCAM's Website(s), or any failure or performance, interruption, defect, delay in transmission, computer viruses or other harmful components, on line or system failure associated with BOCAM's Website(s) including but not limited to damages for loss of profits, use, data or other intangible damages, even if BOCAM has been advised of the possibility of such damages.

Event beyond BOCAM's control

You expressly absolve and release BOCAM, its respective affiliates, related companies and each of their respective officers, directors, members, partners, managers and employees from any claim of harm resulting from a cause beyond its control by reason of occurrence of force majeure circumstances, including, but not limited to:

- a. the failure of electronic or mechanical equipment or communication lines, telephone or interconnect problems, computer viruses or software failures,
- b. unauthorised access, theft, operator errors,
- c. severe weather, earthquakes, or other natural disasters,
- d. strikes , wars, military actions, rebellion, civil disorder, acts of terrorism,
- e. decisions by the legislative and/or other bodies of the Republic of Cyprus (including the Central Bank of Cyprus, the Cyprus Securities and Exchange Commission or the Cyprus Stock Exchange) and other countries, that make it impossible for the Party to fulfil its obligations under the Agreement,
- f. discontinuance or suspension of the operation of any Market,

- g. failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet and
- h. other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement.

Indemnification

As a condition of your use of BOCAM's Website(s), you agree to indemnify and hold BOCAM, its affiliates, related companies and each of their respective officers, directors, members, partners, managers and employees and its third party Information Provider(s) harmless from and against any and all claims, losses, liability, costs and expenses arising from your unauthorised or otherwise inappropriate use of BOCAM's Website(s), or from your violation of these Terms.

Risk Warning

All investments involve risks and may lose value. The initial value of your investment and its performance may rise or fall depending upon market conditions, resulting in possible loss of the invested capital. It is your responsibility as a prospective UCITS investor, prior to making any investment decisions, to refer to and carefully read the Prospectus, the Key Investor Information Documents (KIIDs), UCITS reports as well as any other materials available in order to consider, with the help and advice of qualified professional advisors, the suitability of any investment and the tax consequences this might incorporate.

Prospectuses, KIIDs, reports, regulations and any latest bulletins regarding BOCAM's UCITS are available for free at BOCAM's offices or on BOCAM's Website(s).

UCITS have no guaranteed return and previous performance does not guarantee future events. Given the financial and market risks, there can be no assurance that the UCITS will achieve their investment goals.

You should note that not all services and/or products offered by BOCAM may be appropriate and/or suitable for all investors. Where obliged under the law, BOCAM will assess whether the services, products or any transactions are appropriate and/or suitable for the particular investor. Where BOCAM is not obliged under the law or otherwise to perform such an assessment, you should seek independent legal advice before making any investment decisions.

Local regulatory restrictions

BOCAM's Website(s) may be accessed worldwide. The Information provided in BOCAM's Website(s) is however only intended for use by recipients located in countries where such use does not constitute a violation of applicable legislation or regulations. None of the products and services referred to in BOCAM's Website(s) are available to recipients residing in countries where the provision of such products and services would constitute a violation of mandatory applicable legislation or regulations.

It is the sole responsibility of any recipient employing or requesting a product or service of BOCAM to comply with all applicable legislation or regulation.

Client relationship

When BOCAM provides services to clients, each client will be subject to the relevant set of business terms. All clients are deemed to have read and understood the business terms and related policies applicable to them and their relationship with BOCAM.

Consulting BOCAM's Website does not constitute a customer relationship and BOCAM shall not have any duty or incur any liability or responsibility towards any person or entity as a result thereof.

Third party services

Persons or entities not belonging to BOCAM may advertise on BOCAM's Website(s), through links, banners or otherwise. BOCAM shall not be held responsible or liable for the offerings, information or acts of any such third party. If a user of BOCAM's Website(s) decides to act upon any such advertising, such user does so entirely at its own risk.

Termination

BOCAM may terminate your access to BOCAM's Website(s) for any reason, without prior notice.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the competent courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute which may arise in connection with these Terms.

Waiver

No waiver by BOCAM or any right under or term or provision of these Terms will be deemed a waiver of any other right, term, or provision of these Terms at any time of such waiver or a waiver of that or any other right, term or provision of these Terms at any other time.

Entire Agreement and Severability

Each of the provisions of these Terms is distinct and severable. If at any time any provision of these Terms shall be rendered invalid, illegal or non-enforceable, it shall be deemed to be deleted to the extent necessary to rectify such invalidity, illegality or non-enforceability and all other provisions of these Terms shall remain enforceable and valid.