

# **TERMS & CONDITIONS OF USE**

## Introduction

The terms and conditions of use set forth below apply to this website, <u>www.oakceancapital.com</u>, and any of its sub-domains (the "Website") and tell you the terms and conditions on which you may use the Website. Please read these terms and conditions carefully before using the Website. By using this Website, you acknowledge that you have read, understood and agreed to the terms and conditions of use without limitation or qualification. If you do not agree to these terms and conditions of use, you may not access or use the Website.

Oakcean Capital Limited ("Oakcean Capital", "we", "us" or "our") is a limited liability company registered in England and Wales (company number 14074366), whose registered address is C/O Mercer & Hole LLP, 21 Lombard Street, London, EC3V 9AH, United Kingdom. Oakcean Capital provides the Website for information purposes only. Oakcean Capital reserves the right, at our discretion, to change, modify, add or remove portions of these terms at any time. Therefore, we suggest that you review these terms periodically to take notice of any changes we made, as they are binding on you. By using our Website after we have posted changes to these terms and conditions of use, you are agreeing to be bound by these terms.

# Ownership and Trademarks

Unless otherwise indicated, the trademarks, logos and service marks shown on this Website are registered trademarks of Oakcean Capital. Nothing on this Website shall be interpreted as granting any license or right to use any image, trademark, logo or service mark on the Website.

Copying or downloading material from this Website does not transfer title to any material on this Website to you. You are prohibited from using any marks or other material from this Website for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web, without the written permission of Oakcean Capital.



Anything transmitted to this website by you becomes Oakcean Capital's property and may be used by us for any lawful purpose. Oakcean Capital reserves all rights with respect to copyright and trademark ownership of all material at this Website and will enforce such rights to the full extent of the law.

# **Proprietary Rights**

All right, title and interest in this Website and any content contained herein is the exclusive property of Oakcean Capital, except as otherwise stated. Unless otherwise specified, this Website is for your personal and non-commercial use only and you may print, copy and download any information or portion of this website for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any information, software, products or services obtained from this Website, except for the purposes expressly provided herein, without Oakcean Capital's prior written approval. If you copy or download any information or software from this website, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.

## **Disclaimers**

#### No Advice or Offer

The content on the Website is provided for general information only. Nothing contained in this Website constitutes investment, legal or tax advice nor is it to be relied upon in making an investment or other decision. You should obtain relevant and specific professional advice and check the accuracy of all relevant information before making any investment decision. Decisions based on information contained on the Website are the sole responsibility of the user.

Nothing contained in this Website constitutes an offer under any applicable law or legislation or an offer to sell or a solicitation or offer to buy any securities or financial instruments or provide any investment advice or services. Nor shall the Website, nor any part of it, form the basis of, or be relied on in connection with, any contract or commitment whatsoever.



#### No Reliance on Information

The content on this Website is provided on an "AS IS" and "AS AVAILABLE" basis without any conditions, warranties or terms of any kind. Oakcean Capital does not make any representations, warranties or guarantees regarding the content provided herein or your use of this Website generally, either expressly or impliedly, for any particular purpose and to the extent permitted by law, excludes all conditions, warranties, representations or other terms which may apply to our Website or any content on the Website including, but not limited to, warranties or conditions of title, non-infringement, merchantability or fitness for a particular purpose, satisfactory quality or the use of reasonable care and skill.

Although the information provided to you on this Website is obtained or compiled from sources we believe to be reliable, Oakcean Capital cannot and does not guarantee or warrant the accuracy, validity, timeliness or completeness of any information or data made available to you in general or for any particular purpose. The information or data on this Website may be out of date, and we make no commitment to update such information or data. Any transactions listed on this Website are included as representative transactions and are not necessarily reflective of overall performance.

## Limitation of our Liability

Neither Oakcean Capital, nor any of its affiliates, members, partners, directors, officers, consultants, employees or agents, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you or any third party incur in the event of any failure or interruption of this Website, or resulting from the act or omission of any party involved in making this Website, the use of or reliance on information or data contained herein, or from any other cause relating to your access to, inability to access, or use of the Website or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Oakcean Capital or of any vendor providing software or services. In no event will Oakcean Capital or any such parties be liable to you or any third party, whether in tort (including, without limitation, negligence), contract, breach of statutory duty or otherwise, for any loss or damages, including, without limitation, direct, special, indirect, punitive, consequential or incidental loss or damages or any loss of income, profits, sales, business or revenue, loss of anticipated savings, loss of business opportunity, goodwill or reputation or loss or damages arising from or connected in any way to business interruption, even if foreseeable or if Oakcean Capital or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not



limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorised access, theft, operator errors, strikes or other labour problems or any force majeure. Oakcean Capital will also not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via this Website.

Oakcean Capital cannot and does not guarantee continuous, uninterrupted or secure access to the Website.

Nothing herein shall limit or exclude any liability of Oakcean Capital for death or personal injury arising from our negligence, from our fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by English law.

#### Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will 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 Website will cease immediately.

#### **Regulatory Matters**

Oakcean Capital is authorised and regulated in the UK by the Financial Conduct Authority ("FCA") and is entered in the FCA's Register under the following FCA registration number: 985840. The FCA regulates the financial services industry in the



UK and is located at 12 Endeavour Square, London E20 1JN. Oakcean Capital is subject to the FCA rules and guidance, details of which can be found on the FCA's website at <u>www.fca.org.uk.</u>

The Website is provided for information purposes only and is not directed at, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction (including the UK) where such distribution, publication, availability or use would be contrary to applicable law or regulation, or which would subject Oakcean Capital to any registration or licensing requirements with such jurisdiction.

Oakcean Capital reserves the right to limit access to the Website to any person, geographic region or jurisdiction.

# Privacy Notice and Cookie Policy

Use of our Website is also governed by our <u>Privacy Notice</u> and <u>Cookie Policy</u>, which are incorporated into these terms and conditions by this reference. To view the <u>Privacy</u> <u>Notice</u> and <u>Cookie Policy</u>, please click on the following: <u>Privacy Notice</u> and <u>Cookie Policy</u>.

## Third-Party Links

This Website may include links to third-party websites, plug-ins and applications. These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Oakcean Capital of any information contained in any thirdparty website. We do not control these third-party websites and in no event shall Oakcean Capital be responsible for the information contained on that website or your use of or inability to use such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of this Website. When you leave our Website, we encourage you to read the privacy notice of every website you visit.



# **Governing Law and Consent to Jurisdiction**

These terms and your use of the Website shall be governed by the laws of England and Wales without regard to its conflicts of laws principles. Any legal action or proceeding related to this Website shall be brought exclusively in the English courts.

## Other

If any provision of these terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. Oakcean Capital reserves the right to alter or delete materials from this Website at any time at its discretion.