

# Smart Contract Solutions Ltd

## Terms and Conditions

Last Revised on 08.06.2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR MY LIQUIDITY PARTNER.

These terms and conditions outline the rules and regulations for accessing and using this website (the “**Website**”) and My Liquidity Partner.

### 1. OVERVIEW

- 1.1 The Website is a site belonging to, and is operated by, Smart Contract Solutions Ltd (“**Company**”, “**us**”, “**our**”, and “**we**”). We are incorporated in London, United Kingdom with registration number 12844085 and have our registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom.
- 1.2 Any entity, company or person using or accessing our Website or My Liquidity Partner (the “**User**”, “**you**” or “**your**”) shall be subject to these terms and conditions which will govern your access to and use of our Website and My Liquidity Partner unless expressly stated otherwise in these terms and conditions (the “**Terms**”).
- 1.3 By agreeing to these Terms, you also agree to any policies as listed on our Website or referred to in these Terms.
- 1.4 Our Privacy Policy, which details how we may use the data and information we collect from you, or that you provide to us, is incorporated by reference into these Terms and a link to the Privacy Policy can be found on the Website.
- 1.5 By accessing or using our Website or My Liquidity Partner, you acknowledge and agree to be bound by these Terms, and you represent and warrant that you have the right, authority and capacity to enter into these Terms. If you do not agree to these Terms, you must not access or use our Website or My Liquidity Partner. We strongly advise that you save or print these Terms so you can read them whenever convenient.

### 2. DEFINITIONS

- 2.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“**Account**”

refers to the account(s) which Users create to participate in My Liquidity Partner;

<b>“ApeCoin” or “APE”</b>	is an ERC-20 token used within the APE ecosystem;
<b>“Bitcoin” or “BTC”</b>	is a decentralised digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions;
<b>“Confidential Information”</b>	means all information which is disclosed to Users pursuant to or in connection with these Terms (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which may include, but is not limited to any information deemed to be confidential by the Company;
<b>“Ethereum” or “ETH”</b>	refers to the decentralised digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality;
<b>“Intellectual Property Right(s)”</b>	refers to copyrights, trademarks and any other intellectual property right;
<b>“My Liquidity Partner”</b>	means our “My Liquidity Partner” product (also referred to as “My Liquidity Program”) in which Users can participate with their cryptocurrency coins which are then utilised within liquidity pools that run on decentralised exchanges (such as Uniswap) in order to generate returns;
<b>“Shiba”</b>	is a decentralised digital cryptocurrency which is compatible with and can be used on Ethereum blockchain platforms;
<b>“Uniswap”</b>	refers to Uniswap, a company that provides a cryptocurrency exchange;
<b>“USD”</b>	means United States Dollars;
<b>“USDC”</b>	refers to United States dollar coin, a digital stablecoin pegged to the United States dollar; and
<b>“User(s)”</b>	refers to any entity, individual or company that accesses and uses in any way the Website and/or My Liquidity Partner.

2.2 Unless the context otherwise requires, each reference in these Terms to:

2.2.1 “writing”, and any cognate expression, includes a reference to any communication



effected by electronic (including email) or facsimile transmission or similar means;  
and

2.2.2 a Clause is a reference to a Clause within these Terms.

2.3 The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of the Terms.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 Any words following terms such as including, include, for example, such as or any other similar expression shall not limit the sense of the words, description, definition, or phrase prior to those terms.

2.6 References to persons shall include corporations.

### **3. AMENDMENTS TO THE TERMS**

3.1 We may amend these Terms from time to time. Every time you wish to use our Website or My Liquidity Partner, please check these Terms to ensure you understand the terms that apply at that time. You are responsible at all times for complying with the current version of these Terms.

### **4. ACCESS AND CHANGES TO THE WEBSITE**

4.1 Our Website is made available free of charge. We reserve the right (in our sole discretion) from time to time to change the Website for any reason or no reason at all. Your continued use of the Website or My Liquidity Partner following the posting of any changes to these Terms constitutes acceptance of those changes. You agree that the Company will not be liable to you or to any third party for any change to the Website or any part thereof.

4.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted or will always be free from errors or omissions.

4.3 We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

4.4 You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### **5. MY LIQUIDITY PARTNER**

5.1 Any User that accesses and makes use of My Liquidity Partner agrees to all of the terms and conditions in these Terms.

5.2 Users may request to open an Account to participate in My Liquidity Partner in one of the following cryptocurrencies: Bitcoin, Ethereum, Shiba, APE or USDC. Users may request to open more than one Account.

- 5.3 In order to participate in My Liquidity Partner, the User must contribute an amount of the relevant cryptocurrency in line with the minimum amounts shown in the table below (the “Contribution”):

<b>My Liquidity Partner Account Currency</b>	<b>Minimum Amount Needed to Participate</b>
Bitcoin	0.07 BTC
Ethereum	0.25 ETH
Shiba	3,000 USDC worth of Shiba
ApeCoin	3,000 USDC worth of APE
USDC	3,000 USDC

- 5.4 The Company may choose, in its sole discretion, to alter or waive the requirements above in Clause 5.3 for any User.
- 5.5 The User shall send any Contribution to the Company in accordance with Clause 8 below. Using any other payment methods not mentioned in this Agreement shall NOT be honoured or accepted by the Company. The Company will not be liable for any errors or mistakes from the User’s side on transferring any Contribution to the Company.
- 5.6 The Company agrees to match the Contribution for the purpose of entering the liquidity pools.
- 5.7 The Company shall not use the Contribution by trading in U.S. regulated securities or any other regulated securities.
- 5.8 The Company shall enter into a contract with one or more decentralised exchanges (such as Uniswap) which shall involve the pairing of a combination of cryptocurrencies on providing service (liquidity) to Uniswap wherein, in lieu of interest, Uniswap pays exchange fees for the use of the pairing to create liquidity.

## 6. MY LIQUIDITY PARTNER REWARDS

- 6.1 The User shall receive rewards from the Company as detailed below:

(a) **For Ethereum, Bitcoin, Shiba and APE Accounts:** The Company shall calculate the weekly rewards to be sent to the User by multiplying the sum of ETH, BTC, Shiba or APE (as applicable) in the User’s Account at the beginning of the week times the last seven (7) days lowest market value which is according to market conditions by 2.25% (**\*\*THE RATE OF 2.25% IS A LIMITED TIME PROMOTIONAL OFFER AND MAY NOT APPLY TO ALL LP’S. RATES MAY DEPEND ON MARKET, COMPANY OFFERS, AND ALL RIGHTS RESERVED**). This will then be divided by the current market value of Ethereum, Bitcoin, Shiba or APE (as applicable) at the end of the 7-day period and using the highest market value in a 24-hour period. In formulaic terms, this is depicted as follows:

$$R = \frac{(N \times V) \times 2.25\%}{M}$$

Where:

**R** - is the weekly return which the User will receive from the Company

**N** – is the number of Ethereum, Bitcoin, Shiba or APE (as applicable) which the User has in their Account at the beginning of the week

**V** – lowest market value in the last seven days of Ethereum, Bitcoin, Shiba or APE (as applicable)

**M** – current market value of Ethereum, Bitcoin, Shiba or APE (as applicable) at the end of the 7-day period and using the highest market value in a 24-hour period

- (b) **For USDC Accounts:** The Company shall adjust the quantity of USDC in the User's Account each week by multiplying the sum of USDC in the User's Account at the beginning of the week times the last seven (7) days lowest market value which is according to market conditions by 0.75% (**\*\*THE RATE OF 0.75% IS A LIMITED TIME PROMOTIONAL OFFER AND MAY NOT APPLY TO ALL LP'S. RATES MAY DEPEND ON MARKET, COMPANY OFFERS, AND ALL RIGHTS RESERVED**).. This will then be divided by the current market value of USDC at the end of the 7-day period and using the highest market value in a 24-hour period. In formulaic terms, this is depicted as follows:

$$R = \frac{(N \times V) \times 0.75\%}{M}$$

Where:

**R** - is the weekly return which the User will receive from the Company

**N** – is the number of USDC which the User has in their Account at the beginning of the week

**V** – lowest market value in the last seven days of USDC

**M** - current market value of USDC at the end of the 7-day period and using the highest market value in a 24-hour period

- 6.2 If the value of a User's ETH, BTC, SHIBA, APE or USDC Account(s) exceeds one million USDC in any week based on the last seven (7) days lowest market value which is according to market conditions, the Company shall add 0.25% to the percentages mentioned above in Clauses 6.1 (a) and (b) (such that the percentage in 6.1(a) will increase to 2.5% and the percentage in 6.1(b) will increase to 1%). For clarity, this percentage increase will only apply in the weeks where the value of a User's Account exceeds one million USDC based on the last 7-days lowest market value.

- 6.3 The User will have an option of choosing to have their weekly rewards paid out to them or to hyper-compound their rewards. If hyper-compounding is chosen, the Company will add

the User's weekly rewards to the User's relevant Account total. Subject to Clause 7, the User will still have the option of withdrawing any portion or the full amount in their Account at any time.

- 6.4 The weekly return(s) shall be paid to the User on every Sunday (this day may be changed at the Company's sole discretion). Where the User puts funds into their Account(s) mid-week, their weekly return(s) shall start being paid the week after the Company has received the funds. There will be a minimum period of three working days delay for each new deposit of funds into a User's Account(s) to allow for the relevant admin work to be completed.
- 6.5 The Company will maintain reporting on:
  - (a) the quantity of the relevant cryptocurrency which the User transfers in or out of their Account;
  - (b) the previous week's lowest market price of the relevant cryptocurrency;
  - (c) the percentages used for calculations referred to in Clauses 6.1 and 6.2; and
  - (d) the starting cryptocurrency quantity prior to the next weeks' My Liquidity Partner activity.

## **7. WITHDRAWING FUNDS FROM MY LIQUIDITY PARTNER**

- 7.1 The User is allowed to withdraw all or a portion of the relevant cryptocurrency in their Account(s) at any time. If the User chooses to withdraw all of the relevant cryptocurrency in their Account, the quantity of the relevant cryptocurrency to be withdrawn by the User shall not exceed the current quantity of the relevant cryptocurrency existing in the User's Account. If the User chooses to withdraw a portion of the relevant cryptocurrency in their Account, the number of the relevant cryptocurrency remaining in the account should not fall below the minimum amount needed to participate, as specified in Clause 5.3.
- 7.2 In order to withdraw all or a portion of the relevant cryptocurrency in the User's Account(s), the User will have to send a request to the Company at the following email [invest@mysmartcontract.io](mailto:invest@mysmartcontract.io) or request the withdrawal through the online My Liquidity Partner platform, as decided by the Company. The Company will, within a reasonable time from the moment the notification is received, process the withdrawal(s). The Company will aim to complete all withdrawal requests within a 24-hour period. The withdrawal process may in some cases take longer.

## **8. PAYMENT METHODS AND INSTRUCTIONS**

- 8.1 To gain access to My Liquidity Partner, the User shall transfer the Contribution (and any further amounts) to the relevant and correct Company digital wallet which will be shown to the User in the online portal during the deposit process.
- 8.2 Access to My Liquidity Partner will only be provided to a User once the User's payment has been successful received in the Company's relevant wallet.
- 8.3 We reserve the right to change the payment options and methods mentioned above in Clause 8.1 from time to time.

- 8.4 The Company will pay the User's weekly returns to the address(es) provided by the User to the Company during the KYC step of the Account registration process.
- 8.5 Subject to Clause 16, the Company shall take full responsibility and liability of the relevant cryptocurrency sent by the User to the Company's relevant wallet only once the cryptocurrency has reached the relevant wallet of the Company. Subject to Clause 16, in the event of a loss of the relevant cryptocurrency and the accruing weekly reward amount which is in the Account, while such cryptocurrency is under the Company's control, the Company will guarantee replacement of the relevant Cryptocurrency into the User's Account(s) not to exceed the previous week's report.
- 8.6 The above Clause 8.5 will only be applicable if the User sends the relevant cryptocurrency to the correct Company address and the Company shall not be liable in any way whatsoever if the User fails to follow the instructions in this Clause 8.
- 8.7 The User shall be responsible for any costs they incur in utilising My Liquidity Partner, this shall include, but is not limited to, the payment for their own applications, IT equipment, office and other expenses.
- 8.8 The User acknowledges that they shall be responsible for paying any and all applicable federal and national taxes as a result of the User's use of My Liquidity Partner.

## **9. USER REGISTRATION AND KNOW YOUR CLIENT ("KYC")**

- 9.1 Any individual interested in taking part in My Liquidity Partner must register for an Account and provide certain information about themselves as prompted by the Account registration form and process. The User represents and warrants that:
  - 9.1.1 they are at least 18 years old (for individuals);
  - 9.1.2 that all funds used in relation to these Terms, My Liquidity Partner and the Contribution are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;
  - 9.1.3 all required registration information they submit is truthful and accurate; and
  - 9.1.4 they will maintain the accuracy of such information.
- 9.2 The Company is entitled to request any necessary information from the User for KYC purposes. The Company shall reserve its right to reject any registration request at its own discretion with or without providing a reason.
- 9.3 The User acknowledges that the detail and information they submit upon registration is the User's responsibility and is submitted at the User's own risk.
- 9.4 Users are responsible for keeping their Account details accurate and up-to-date. In the event of changes, Users are required to make written requests to the Company's IT department via email at [invest@mysmartcontract.io](mailto:invest@mysmartcontract.io). Once the request has been received, KYC procedures may be conducted if necessary. Once the changes have been confirmed and proven, the changes shall be made.

- 9.5 Users are responsible for maintaining the confidentiality of their Account login information and are fully responsible for all activities that occur under their Account. You agree to immediately notify the Company of any unauthorised use or suspected unauthorised use of your Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- 9.6 These Terms will remain in full force and effect while you use any part of the Website or My Liquidity Partner. We may suspend or terminate your rights to use the Website (including your Account) at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Website will terminate immediately. You agree that any termination of your Account may involve deletion of user content associated with your Account. The Company will have no liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your user content (except that your funds will be returned as per Clause 13).

## **10. TRANSFER FROM OLD SYSTEM**

- 10.1 The Company has recently updated its internal systems. Users who have accessed and used My Liquidity Partner in the past may have agreed to terms in a different form (such as a "Liquidity Partner Agreement"). Any User now accessing and/or using My Liquidity Partner acknowledge and agree that all previous contracts, agreements, documentation, etc. between the Company and the User will be fully terminated and shall be overridden by these Terms.

## **11. SERVICE ADJUSTMENTS**

- 11.1 We reserve the right to change or amend My Liquidity Partner at our own discretion. This may for example happen where the Company has assessed the market conditions and decided that a different approach is more suitable.
- 11.2 Prior to any changes made in accordance with Clause 11.1, the User will be given prior notice through the Company's Website, email, social media, newsletter or other means as determined by the Company. The User will have the option of choosing to withdraw their funds before any changes take effect.

## **12. TERM AND TERMINATION**

- 12.1 These Terms shall form the entire agreement between the User and the Company and it shall be in place for as long as the User is accessing and/or utilising the Website or My Liquidity Partner.
- 12.2 The Company has the right to terminate these Terms at any time and close the User's Account(s). If the Company takes this action, it will have to return to the User all the funds in the User's Account(s).
- 12.3 The Company may also immediately terminate these Terms and close the User's Account(s) upon the following events:
- 12.3.1 gross negligence, wilful misconduct or fraud of the User;

12.3.2 if any warranty given by the User under these Terms is found to be untrue or misleading;

12.3.3 if the User breaches any of the provisions of these Terms; and/or

12.3.4 in accordance with Clause 16.

12.4 The rights to terminate these Terms and a User's Account(s) given by this Clause 12 shall not prejudice any other right or remedy of both the User and the Company in respect of the breach concerned (if any) or any other breach.

### **13. EFFECTS OF TERMINATION**

13.1 Upon termination, the User's Account(s) shall be terminated and all funds which the User is entitled to shall be transferred to them.

13.2 The User understands that once their Account(s) has been terminated, the User no longer has the right to receive any rewards generated after the termination.

13.3 All clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these Terms shall remain in full force and effect after termination.

13.4 Termination shall not affect or prejudice any right to damages or other remedy which the Company may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the Company may have in respect of any breach of this Agreement which existed at or before the date of termination.

13.5 The termination shall not have any effect on the obligations already due between the User and the Company.

13.6 Users whose Account(s) are terminated may still reapply for another Account. The Company will have sole discretion in deciding whether or not to accept any such application.

### **14. TRANSFER OF ACCOUNT**

14.1 Users are not permitted to transfer their rights of ownership over their Account to a third party.

14.2 If a User passes away (in the case of individuals), the User's Account may be passed onto the inheritors of his/her estate, provided a copy of the User's death certificate, last will and testament is given along with a signed written request specifying the individual to take over the ownership of the Account signed by all inheritors of the User's estate. The Company will have sole discretion in deciding whether to request further information or documentation before making any decisions.

### **15. INDEMNITY AND LIMITATION OF LIABILITY**

15.1 Nothing in these Terms shall limit or exclude both the User's and the Company's liability for fraud, fraudulent misrepresentation or gross negligence.

15.2 If the User breaches any provisions concerning Confidential Information and our Intellectual Property Rights, the User acknowledges and agrees that damages alone

would not be an adequate remedy. Accordingly, the Company shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of either or both of our Confidential Information and Intellectual Property Rights by the User.

- 15.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our Website, My Liquidity Partner or any content on them.
- 15.4 We will not be liable to you for any loss or damage, whether in contract, tort, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 17.5.1 use of, or inability to use, our Website; or
  - 17.5.2 use of or reliance on any content displayed on our Website.
- 15.5 In relation to My Liquidity Partner, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow instructions in these Terms.

## **16. FORCE MAJEURE**

- 16.1 The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Company.

## **17. CONFIDENTIALITY**

- 17.1 Confidential Information includes all confidential information (however recorded or preserved) disclosed by the Company to Users, including:
  - 17.1.1 any information that would be regarded as confidential by a reasonable business person relating to:
    - 17.1.2.1. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Company; and
    - 17.1.2.2. the operations, processes, product information, know-how, designs, trade secrets or software of the Company; and
  - 17.1.2 any information or documentation that is specified as confidential by the Company.
- 17.2 Users undertake that, unless an authorisation in writing has been provided by the Company, they shall, at all times:
  - 17.2.1 keep confidential all Confidential Information;
  - 17.2.2 not disclose any Confidential Information to any other party;
  - 17.2.3 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 17.2.4 in the case of a company or other similar entity, ensure that none of its directors, officers, employees, agents, advisers or representatives does any act which, if done by the User, would be a breach of the provisions of sub-Clauses 17.2.1 to 17.2.3 above.

- 17.3 Users may disclose relevant Confidential Information to any governmental or other authority or regulatory body or any employee or officer to such extent only as is necessary for the purposes contemplated by these Terms or as required by law.
- 17.4 All Confidential Information disclosed by the Company shall remain the property of the Company. We do not grant any right of any kind which we may currently hold or may obtain pursuant to these Terms regarding Confidential Information.
- 17.5 Upon termination of these Terms, Users shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the Company or destroy (as requested by the Company) any documents in its possession or control which contain or record any Confidential Information.
- 17.6 Obligations and responsibilities under this Clause 17 shall remain in force even after termination of these Terms.
- 17.7 The Company reserves all rights in its Confidential Information. No rights or obligations in respect of the Company's Confidential Information other than those expressly stated in this Agreement are granted to Users, or to be implied from these Terms.
- 17.8 Except as expressly stated in these Terms, the Company does not make any express or implied warranty or representation concerning its Confidential Information.

## **18. INTELLECTUAL PROPERTY RIGHTS**

- 18.1 We are the owner or the licensee of all Intellectual Property Rights in our Website and My Liquidity Partner, including, but not limited to, content and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 18.2 If you breach this Clause 18 or any other provisions in relation to our Intellectual Property Rights, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **19. UPLOADING CONTENT**

- 19.1 Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the following terms:
  - 19.1.1 You agree not to use the Website to collect, upload, transmit, display, or distribute any user content:
    - (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
    - (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libellous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable;
    - (c) that is harmful to minors in any way; or

- (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; and

19.1.2 You agree not to:

- (a) upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- (b) send through the Website unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- (c) use the Website to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks;
- (e) attempt to gain unauthorised access to certain areas of this Website (or to other computer systems or networks connected to or used together with the Website), which are restricted from your access, whether through password mining or any other means;
- (f) harass or interfere with any other user's use and enjoyment of the Website; or
- (g) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

19.1.3 You shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Website. You shall indemnify us for any loss or damage we suffer as a result of your breach of this warranty. We shall not be responsible, or liable to any third party, for the content posted by you or any other user of our Website.

19.1.4 Any content or data you upload to our Website will be considered non-confidential and non-proprietary. Save as otherwise specified in these Terms, all intellectual property rights in the content or data you upload on our Website shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable licence to use, store, modify, copy, distribute, display, and prepare derivative works of such content. You hereby warrant to us that you have the full requisite power and authority to grant us such usage rights in the content you upload to our Website.

- 19.1.5 You shall be responsible for obtaining and maintaining all licences required for the use of the content or data you upload to our Website, including payment of all associated licence fees and other costs.
- 19.1.6 We have the right to disclose your identity to any third party who is claiming that any content or data posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 19.1.7 We reserve the right (but have no obligation) to review any content and data you upload to our Website, and to investigate and/or take appropriate action against you in our sole discretion if you violate any of the provisions in these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying such content, terminating your Account, and/or reporting you to law enforcement authorities.
- 19.1.8 We have the right to remove any content and data you post on our Website if, in our opinion, your post does not comply with this Clause 19 or any of the provisions in these Terms.
- 19.1.9 You are solely responsible for securing and backing up your content and data.
- 19.1.10 This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

## **20. NO RELIANCE ON INFORMATION**

- 20.1 The content on our Website is provided for general information only. It is not intended to amount to advice (of any nature) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
- 20.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

## **21. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE**

- 21.1 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 21.2 When you click on any such links as provided by Clause 21.1, the applicable third party's terms and policies apply. We assume no responsibility for the content such websites or resources and we will not be liable for any loss or damage that may arise from your use of them.

## **22. VIRUSES**

- 22.1 We do not guarantee that our Website will be secure or free from bugs or viruses. We shall not be liable for any loss or damage caused by a virus, bug or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of our Website or to your downloading of any content on the Website or any website linked to our Website.
- 22.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

## **23. ENTIRE AGREEMENT**

- 23.1 In registering to become a User of My Liquidity Partner and in using My Liquidity Partner, the User acknowledges that these Terms constitutes the entire agreement between the Company and the User.

## **24. APPLICABLE LAW**

- 24.1 These Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. The Company will have the right to choose the jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms, its subject matter or formation (including non-contractual disputes or claims).
- 24.2 If any provision in these Terms is invalid, illegal or unenforceable, then it shall be deemed modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms shall remain in full force and effect.

## **25. DISCLAIMER**

- 25.1 No information on the Website or My Liquidity Partner shall be construed as professional, legal, tax, accounting, financial or investment advice. My Liquidity Partner and the information contained on our Website is not, and shall not constitute, an offer to sell or a solicitation of an offer to buy or purchase any securities or any investment product or service.
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