



## TERMS OF USE

This website (the "Website") is the website of Shardt Holdings Ltd. referred to as "Shardt Holdings Ltd.", "we" or "us". Please read these terms of use of the Website (the "Terms of Use") carefully as by using the Website you agree to be bound by them.

### ACCESSING THE WEBSITE

Shardt Holdings Ltd. does not guarantee that access to the Website, or any content on it, will always be available or uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website for business and operational reasons. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that any persons with access to the Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### OTHER TERMS THAT MAY APPLY

These Terms of Use refer to the following additional terms, which also apply to your use of the Website.

Our privacy statement (the "Privacy Statement"), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you acknowledge that you have been provided with the information in the Privacy Statement; and

Our cookie notice, which sets out information about the cookies on the Website.

### CHANGES TO THESE TERMS AND THE WEBSITE

We reserve the right to vary these Terms of Use at any time and will post any variations here. You are advised to review these Terms of Use on a regular basis as you will be deemed to have accepted variations if you continue to use the Website after they have been posted. If you do not agree to abide by these Terms of Use you should not use the Website in any way.

We may update and change the Website from time to time to reflect changes to our services, our users' needs and our business priorities.

While we use reasonable efforts to obtain information from sources which we believe to be reliable, we make no representation that the information or opinions contained in the Website are accurate, reliable or complete. The information and opinions contained in the Website are provided by us for personal use and informational purposes only and are subject to change without notice. Nothing contained on the Website constitutes investment, legal, tax or other decision. You should obtain relevant and specific professional advice before making any investment decision.

Shardt Holdings Ltd. publish the Website "as is" without any warranty of any kind, express or implied, as to the operation of the Website, the accuracy of the information or the products or services referred to on the Website (in so far as such warranties may be excluded under any relevant law) and to the extent permitted by law, Shardt Holdings Ltd. shall not be liable for any losses or damage whether direct or indirect (including, without limitation direct or indirect loss of profits), consequential, special or otherwise incidental that may result from use of the Website howsoever arising.

### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Nothing in these Terms of Use excludes or limits our liability to you where it would be unlawful to do so. This includes liability for death or personal injury arising from our negligence or the negligence of our employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law:

We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it;

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, the Website; or

- Use of or reliance on any content displayed on the Website; and

In particular, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruptions;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.

## **SHARE AND COMPANY INFORMATION**

The information contained in the Website is for informational purposes only and is not a solicitation or offer, an invitation or recommendation to acquire or dispose of shares or other securities or any other products or services or otherwise deal in these or enter into a contract or engage in a transaction with Shardd Holdings Ltd. or any other company. The information provided should not be relied upon in connection with any investment decision. You should always seek appropriate professional advice in relation to such.

If and to the extent that the Website contains information about the performance of investments previously made by funds managed or advised by Shardd Holdings Ltd., or by its affiliates, you should be aware that this information has not been audited or verified by an independent party, past performance is not a reliable indicator of future performance and future investments may not achieve the same level of returns as previous investments. The value of investments may fall as well as rise and investors may not get back the amount invested. Changes in rates of foreign exchange may cause the value of the investments to go up or down.

Any reference to any product or service which has been or may be provided by Shardd Holdings Ltd. or any other company does not amount to a promise that such product or service will be available at any time. Changes to or improvements in such products or services may be made at any time without notice.

## **MATERIAL INTERESTS**

Shardd Holdings Ltd. and/ or its directors, officers and employees may have or have had interests or positions or traded in relevant securities. Shardd Holdings Ltd. and/ or its directors, officers and employees may have or have had interests or positions or traded in relevant securities or interests or interests in a collateral debt obligation.

Furthermore, such entities or persons may have or have had a relationship with or may provide or have provided corporate finance or other services to or serve or have served as directors of relevant companies.

## **CONFLICTS OF INTEREST**

Shardd Holdings Ltd. has appropriate guidelines and policies in place, in order to deal appropriately with any conflicts of interests that may arise.

## **NO PRIVATE CUSTOMER**

Investments or investment services advertised on the Website are not available to private customers in the UK and should not be relied on by private customers in the UK. The Website is directed only at professional clients (within the meaning of FCA Handbook Definitions) and that any services provided by any member of Shardd Holdings Ltd. will only be available to such professional clients. No one else should act on or otherwise rely on any information on it.

## **LOCAL REGULATORY REGULATIONS**

The Website is not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Website is prohibited or which would subject us to any registration or other requirement within such jurisdiction or country. Specifically, the Website is not directed at any person in the United States of America or Canada. We reserve the right to limit access to the Website to any person, geographical region or jurisdiction. Additionally, the promotion and sale of collective investment schemes may be restricted in your jurisdiction. Persons in respect of whom such prohibitions apply must not access the relevant pages on the Website. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws and regulations; legal advice should be sought in cases of doubt.

It is the user's responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction. By accessing the Website, he is representing and warranting that the applicable laws and regulations of his jurisdiction allow him to access the Website.

## **INTELLECTUAL PROPERTY RIGHTS**

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**SHARDD**  
HOLDINGS

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In particular, Shardd Holdings Ltd. logo is the registered trademark of Shardd Holdings Ltd. You are not permitted to use it without our approval in written form.

## **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 programs and platform in order to access the 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website including, without limitation, via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you could commit a criminal offence under the UK Computer

Misuse Act 1990, or a similar law. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## **THIRD-PARTY WEBSITES**

We are not responsible for the content of any other website from which you have accessed the Website or to which you may hyperlink from the website and cannot be held liable for any loss or damage you incur as a result thereof.

## **CONTACT US**

If you have any questions about these Terms of Use, or our practices related to the Website, please contact us on [info@shardd-holdings.com](mailto:info@shardd-holdings.com) or write to us at Shardd Holdings Ltd., Kemp House, 160 City Road, London, EC1V 2NX.

## **GENERAL**

These Terms of Use are governed by the laws of England and Wales and you agree that the English courts shall have exclusive jurisdiction in any dispute.

To the extent that any part of these Terms of Use is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.