



## **CMV Capitals Limited Website Terms and Conditions**

This website is owned and operated by CMV Capitals Limited ('us', 'we' and 'our'), a company incorporated in Republic of Mauritius.

Your access to and use of this Website is subject to these terms and conditions, the privacy notice (as amended from time to time), and any notices, disclaimers or other terms and conditions or other statements contained on this website (referred to collectively as 'Terms and Conditions'). By using this website, you agree to be subject to the Terms and Conditions.

Please note that if you are considered a Client pursuant to the Client Agreement, then this Website Terms and Conditions shall form part of the Client Agreement, as amended from time to time. Any capitalized term not defined in this Privacy Notice shall have the meaning ascribed to it in the Client Agreement. In case there is any conflict or inconsistent between the terms of this Website Terms and Conditions and between the Client Agreement then the Client Agreement shall prevail.

We may amend this Website Terms and Conditions from time to time and it shall apply to you once it is published on our Website. Please ensure to check our Website regularly.

### **Responsibility of visitors**

The information on this website is not directed at residents of the United States or the United Arab Emirates and is not intended for promotion or distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

### **No investment advice provided to you**

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of any independent financial adviser.

Unless otherwise expressly stated to the contrary, the information on this website is not a recommendation to invest in any financial products or services offered by any member of the CMV Capitals Limited group of companies.

### **Products and services**

Not all products and services referred to on this website are necessarily provided by us. The identification or use of any third-party products, services, websites or networks is not an endorsement of such products, services or websites or networks. This website may allow you to access websites and networks provided by persons other than us via a hypertext or other link.

We accept no responsibility or liability of any kind in respect of any materials on any website or network that is not under our direct control. You acknowledge that your access to such other websites or networks via such a link may require us to provide certain information about you to the proprietor of that website or network.

### **Third party offers**

This website may contain references to other special offers or promotions by persons who are not part of the CMV Capitals Limited group of companies. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify each member of the CMV Capitals Limited group of companies against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this website.

### **Market data**

With respect to any market data or other information that we or any third party service provider display on the website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation."

### **Investment performance**

Unless otherwise stated to the contrary, no CMV Capitals Limited company guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

### **Disclaimer and limitation of liability**

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

### **Governing law**

The Terms and Conditions are governed by the law in force in the Republic of Mauritius ('applicable law').

### **Dispute resolution**

Any dispute arising out of or in connection with the Terms and Conditions, including any question regarding its existence, validity or termination, shall be handled first as per the Complaint Handling Procedures, as amended from time to time and is applicable once it is published or updated on our Website. If the matter is not resolved then the matter shall be finally resolved by arbitration under the Mauritius International Arbitration Centre rules (as amended), which are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three.

The seat, or legal place, of arbitration shall be Mauritius.

The language of the arbitration shall be English.

If you are a Client pursuant to the Client Agreement, you acknowledge that this Dispute resolution section would not apply to you and you need to strictly apply the method of handling the dispute as further stipulated in the Agreement (as defined under the Client Agreement).

### **Modification**

The Terms and Conditions can be modified at any time by us and you agree to continue to be bound by the Terms and Conditions as modified. We will give you notice of these changes by posting the changes on our website - we will not separately notify you of these changes.

### **Enforceability**

If the whole or any part of a provision of the Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

### **Intellectual property**

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### **Termination**

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the Terms and Conditions.

### **Disclaimer and limitation of liability**

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.