

## WEBSITE TERMS OF USE

LAST UPDATED DATE: 04 MARCH 2018

### 1. Parties to these Terms of Use

These Terms of Use constitute a binding agreement between:

- **DARICO LIMITED**, a company incorporated and registered in Gibraltar under registration number 116871 and with its registered address at Suite 7, Hadfield House, Library Street, Gibraltar (“**Darico**”, “**Darico Limited**”, “**Company**”, “**we**”, “**us**” or “**our**” as the context may require) and its successors in interests and assigns; and
- The natural person who uses the Website or the legal entity on whose behalf you use the Website (“**you**” or “**your**” as the context may require).

### 2. Introduction

This website and any other sites of Darico (collectively, the “**Website**”) are owned and operated by Darico.

By using the Website, you agree to observe these Terms of Use. Please check this page each time you use the Website, as we may update these Terms of Use from time to time.

If you carry out any transaction through the Website, that transaction may be subject to additional terms and conditions which you will be asked to read and accept at the applicable time. If there are any inconsistency with these Terms of Use, the terms of the transaction apply to that transaction and any matters related to it.

We may amend these Terms of Use at any time and at our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms of Use. By continuing to use the Website following the release of updated Terms of Use you consent to such updated Terms of Use. We recommend that you check this page regularly for updates to the Terms of Use.

### 3. Acceptable use

You must comply with any instructions we give you about how to use the Website and must not do anything that interferes with or adversely affects the normal operation of the Website (including the ability of other users to access or use the Website). You are responsible for ensuring the security of the systems and devices that you use to access the Website, including through use of appropriate virus-checking and other security software.

### 4. Registration

You may need to register with us in order to access certain parts of the Website. Further details about registrations are available at

<https://darico.io/en/accounts/signup/>. In this case, we may issue you with a user name and password, or other appropriate log-in details for your account.

You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of the Website by anyone using your log-in details.

## **5. Restricted access**

Access to certain areas of the Website is restricted. Darico reserves the right to restrict access to other areas of the Website at Darico's discretion.

If Darico provides you with, or allows you to select/create/generate a user ID and password to enable access to restricted areas of the Website or other content or services, you must make sure that the user ID and password are kept secure and confidential at all times.

Darico may disable your ID and password at our sole discretion without notice or explanation.

## **6. Rights to suspend or terminate access**

We may suspend, terminate or block your access to all or any part of the Website at any time and without prior notice to you.

## **7. Intellectual property**

All of the intellectual property rights in and to the Website belong to us and our licensors. We may update and change the materials available on the Website, including by removing materials, at any time in our discretion without notice to you. You may download or print sections of the Website if needed for your own personal use, however, in other cases you may not reproduce any part of the Website without our express prior consent. To the extent that the Website contains functionality that allows you to access or download specific materials through the Website, your use of that functionality and the downloaded materials may be subject to separate terms and conditions which you will be asked to read and accept at the relevant time.

## **8. Website links**

The Website may have links or link to information that has not been devised, verified or tested by us or any of our officers, employees or agents. These are provided for your information only. We do not take any responsibility for that information, nor provide an endorsement as to its accuracy or completeness. We do not guarantee that the information, or the provision of the hyperlinks to you, does not infringe third party rights. If the Website contains a link to an external website, we do not endorse, recommend, approve, guarantee or introduce any third parties or the services and/or products that those third parties may offer. We accept no responsibility for them or any of the content available, or for any loss or damage that may arise from your use of them. You may provide a link to the home page of the Website at, on any website you operate, as long as you do not suggest any form of association, approval or endorsement on our part without our express prior permission and you promptly

delete the link at our request. Except as set out in this clause, you may not link to the Website.

#### **9. No financial services activities or advice**

The information and any materials contained in this Website should not be considered as an offer or solicitation to buy or sell regulated instruments, provide advice, enable or take deposits or deliver any other regulated services of any kind in any jurisdiction, except as expressly stated and lawfully permitted. Any products or services described on this Website are not available to all persons and are subject to separate terms, conditions and restrictions. The information contained on the Website is not intended to provide and should not be construed as advice of any kind. You should obtain appropriate professional advice when necessary. It does not take into account your objectives, financial situation or needs.

#### **10. Limitations of Liability**

While we will use reasonable endeavours, care and skill in operating the Website, we cannot promise that the Website will always be available, meet your requirements or be completely free of faults, errors or compromise from cybersecurity events. To the maximum extent permitted by law, except as expressly set out in these Terms of Use, we exclude:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to the Website; and
- any liability, whether in contract, tort (including negligence), or otherwise, for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with the Website.

To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through the Website, we limit our liability for a breach to the re-supply of those goods or services, or payment for such re-supply. This is without limitation to any other exclusions or restrictions of our or others' liability in connection with this Website.

#### **11. Reasonableness**

By using the Website, you agree that the exclusions of liability set out herein are reasonable. If you do not think they are reasonable, you must not use the Website.

#### **12. Severability**

Should any provision of these Terms of Use be found to be unfair, invalid or unenforceable for any reason whatsoever, its unfairness, invalidity or unenforceability shall not affect the validity or enforceability of any other provision and any unfair, invalid or unenforceable provision shall be severable.

The terms contained in these Terms if Use are severable so that if any part of them shall be declared void the remaining parts shall remain valid.

#### **13. Entire agreement**

Other than certain specific functionalities of the Website, which may from time to time, be subject to separate, explicitly stated terms and conditions, these Terms of Use constitute the entire agreement between you and Darico in connection with your use of the Website and supersedes all previous agreements in respect of your use of the Website.

**14. Privacy**

We will manage any personal information that we collect through the Website in accordance with our Privacy Policy, which you can access [here](#)

**15. Governing law and jurisdiction**

These Terms of Use will be governed and construed in accordance with Gibraltar law and Darico and you irrevocably submit to the exclusive jurisdiction of the courts of Gibraltar.

**16. Contact**

Please contact us [reach@darico.io](mailto:reach@darico.io) if you have any questions about the Website.