

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE BEFORE
ENGAGING WITH OUR WEBSITE

1. TERMS OF WEBSITE USE

- 1.1. These terms of use ("Terms of Use"), together with the documents referred to in it, tells you the terms and conditions on which you may make use of our website – www.assemble49.com (including login facility and database any of our social network sites (our website and social network sites collectively referred to as ("our site")), whether as a guest or a User. Use of our site includes accessing, browsing, or registering to use our Services.
- 1.2. **By using our site, you agree to these terms and conditions. Take note: when you utilise any of the Services made available by Assemble49 Global Limited, specific Service Terms and Conditions will apply, which will be made available to you prior to the use of any of our Services.**
- 1.3. By using our site in whatsoever manner, you confirm that you are 18 years and older and that you accept these terms of use and that you agree to comply with them.

Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit the risk or liability of Assemble49, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Assemble49 or is an acknowledgement of any fact by you.

2. OTHER APPLICABLE TERMS

- 2.1. These Terms of Use refer to the following additional terms, which also apply to your use of our site and Services:
 - 2.1.1. Our **Privacy Policy**, which sets out the terms on which we process any Personal Data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all Personal Data provided by you is accurate.
 - 2.1.2. **Service Specific Terms and Conditions:** Services we offer to our clients are subject to specific terms and conditions. Those terms and conditions ("Service Specific T&C" / "Terms of Services") will be presented to you prior to your utilisation of the Services.

3. INFORMATION ABOUT US

- 3.1. **Website:** Our website is owned and operated by ASSEMBLE49 GLOBAL LIMITED ("Assemble49", "we", "us", "our").
- 3.2. **Registration Number:** 73592
- 3.3. **Registered Address:** La Plaiderie House, La Plaiderie, St. Peter Port, GY1 1 WF, Guernsey ("Premises").
- 3.4. For more information about Us, kindly [click here](#).
- 3.5. **IMPORTANT: Assemble49 is not a registered Financial Service Provider and does not offer financial advice or intermediary services directly.**

4. CHANGES TO THESE TERMS

- 4.1. We may revise these Terms of Use or any other term(s) as referred to under these Terms of Use (including this clause) at any time. The amendments will be applicable when published on our site.
- 4.2. Please check the Terms of Use periodically, as they are binding on you.

5. CHANGES TO OUR WEBSITE

- 5.1. We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

6. ACCESSING OUR WEBSITE

- 6.1. **Access to our website** is made available free of charge.
- 6.2. **We do not guarantee** that our site, or any Content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site (including but not limited to the Services) without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3. **We may suspend, terminate, withdraw, discontinue, or change all or any part of our website (including, but not limited to the services/products/materials available) without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.**
- 6.4. You are responsible for making all arrangements necessary for you to have access to our site, including but not limited to mobile data and the costs associated with it. We do not guarantee that the website, or any portion thereof, will function on any particular hardware or devices. In addition, the website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Terms of Use

- 6.5. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7. RIGHTS GRANTED TO YOU

- 7.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use, on any device which you are the primary user.
- 7.2. We may terminate this licence at any time for any reason.
- 7.3. Any rights not expressly granted herein are reserved by us and our licensors.
- 7.4. No information or content contained on our site is to be used and/or construed and/or considered by you as an offer to sell and/or a solicitation of an offer to buy securities and/or any other financial instrument of any nature. All services offered by us are subject to completion (in the manner required) of the requisite application forms and other documentation and are governed by the Service Specific Terms and Conditions. Assemble49 reserves the right in its absolute discretion without affording you any reason therefore to reject any application submitted for services contained on this site.

8. PROHIBITED USES

You may not use our site or Services:

- 8.1. In any way that breaches any applicable local, national or international law or regulation.
- 8.2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 8.3. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 8.4. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 8.5. to access without authority, interfere with, damage or disrupt and part of our site or the equipment or network on which the site is stored.

You may further not:

- 8.6. remove any copyright, trademark or other proprietary notices from any portion of our site or the Services, including the copyright, trademark or other proprietary notices of third party product providers;
- 8.7. to copy our site except where such copying is incidental to normal use of our site or where it is necessary for the purpose of back-up or operational security;
- 8.8. reproduce, copy (direct or in-direct), modify, adapt, translate, reproduce, merge, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our site or the Services (or any part thereof);
- 8.9. decompile, reverse engineer or disassemble our site or the Services except as may be permitted by applicable law;
- 8.10. mirror, data mine, frame or cache any portion of our site or Services;
- 8.11. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or our site; or
- 8.12. employ any automated processes, Artificial Intelligence (AI), or similar technologies that may access, interact, or disrupt the Services provided or display of the content on our website.
- 8.13. design or develop a competitive or substantially similar site or Services;
- 8.14. attempt to gain unauthorized access to or impair any aspect of our site, or the Services or its related systems, databases or networks.

E-mail addresses, names, telephone numbers and physical addresses published on our website may not be incorporated into any database/ AI database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from us to utilise same.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. We are the owners and/or rightful licensees (with right to sub license) of all Intellectual Property Rights in and on our site and Services. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- 9.2. Unless otherwise specified by a third party service provider, You may copy, and may download extracts, of any page(s) from our site for your personal use and to determine whether you want to utilise our Services or not. You

- may draw the attention of others to content posted on our site or by sharing same via social networks or other means available.
- 9.3. You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to use our Services advertised on our website. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available. Any other use, distribution or reproduction of our Content is prohibited unless expressly authorised in these Terms of Use or by law.
- 9.4. You must not modify the copies of any Content materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours.
- 9.5. Third Party Content: In addition to our Content, the Sites may contain information and materials provided to us by third parties (collectively, "Third Party Content"). Third Party Content is the copyrighted work of its owner, which expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.
- 9.6. Neither these Terms of Use nor your use of the Services convey or grant to you any rights:
- 9.6.1. in or related to our site or the Services except for the limited license granted under paragraph 7 above;
or
- 9.6.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered), unless with agreed to it in writing.
- 9.7. If you feel that any of your copyright or the copyright of any third party may have been infringed, then a claim of such infringement should be sent to us on enquires@assemble49.com.

10. LIMITATION OF OUR LIABILITY

- 10.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.**
- 10.2. **YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE LEGAL FEES) RELATED TO YOUR USE OF OUR SITE.**
- 10.3. **WE, OUR OWNERS, DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE OR THE PURCHASE OR USE OF ANY OF OUR OR ANY THIRD PARTY PRODUCTS OR SERVICES.**
- 10.4. **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- 10.5. **THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH 10 ERROR! REFERENCE SOURCE NOT FOUND.DOE NOT LIMIT YOUR LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW. FOR FULL DETAILS OF CONSUMERS' LEGAL RIGHTS, PLEASE REFER TO THE [TRADING STANDARDS OFFICE](#).**
- 10.6. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

11. SECURITY

- 11.1. Although we are not obliged to provide security on our site we feel it is important that your information or any communication between us is dealt with in the most secure manner reasonable possible, however because of the nature of the internet we cannot warrantee that your communications with us via the site is completely secure.
- 11.2. To provide adequate security to all our users, and to monitor activities prohibited in terms under the Electronic Transactions (Guernsey) Law, 2000, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example email, instant messaging or fax-to -email applications.
- 11.3. It is our policy to virus check documents and files before they are posted on a site. However, we cannot guarantee that documents or files downloaded from the site will be free from viruses and we do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using or site. Further, you will not post or provide to us via the site, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via our site.

12. LINKING TO OUR SITE

- 12.1. You may link to our site, but only to the Homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 12.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists or a link to our site in any website that is not owned by you.
- 12.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 12.4. We reserve the right to withdraw linking permission without notice.

13. THIRD PARTY SERVICES, CONTENT AND LINKS IN OUR SITE

- 13.1. The Services may be made available or accessed in connection with third party services and content (including advertising) that we do not control. Where our site contains links to other sites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services, products and/or content. We do not endorse such third party services/products and content and in no event shall we be responsible or liable for any products or services of such third party providers.
- 13.2. **In terms of a third party uploading content related to the Services, we request and try to guide the third parties to ensure that the content they upload to our Services comply with our Acceptable Use Policy and are a true reflection of the actual services / product available from them, however we have no control over the contents of the content owner / third party uploads or resources or any third party sites or resources (including but not limited to their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, whether they are accredited or not or any other aspect thereof) and make no warranties about them. You will need to make your own independent judgement regarding your interaction with any Third-party Sites or use of their services or products via our Services.**

14. BREACH, SUSPENSION & TERMINATION

- 14.1. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the site or Services. When a breach has occurred, we may take such action as we deem appropriate.
- 14.2. We exclude liability for actions taken in response to breaches of the Terms of Use.
- 14.3. All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.
- 14.4. No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 14.5. Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

15. APPLICABLE LAW & JURISDICTION

Terms of Use

- 15.1. Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of Guernsey. The parties further agree to the exclusive jurisdiction of the relevant Court in Guernsey which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.
- 15.2. All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

16. CONTACT US

- 16.1. **In terms of our site(s)** (functionality or any recommendations) you can send us an email to: invest@assemble49.com.
- 16.2. In terms of our Services / **customer services**: please use the contact information as per our Contact Us page.
- 16.3. For **complaints**: it is important to us that you are satisfied with our Services. **Please contact us first if you have a complaint or any other service issue.** You can use the contact information as per our Contact Us page. Please ask for a reference number if you speak to any of our representatives;
- 16.4. For any **legal documentation or notices** (hopefully this will never be required) we select the following address:
- 16.4.1. Physical address: our Premises
- 16.4.2. Email: enquiries@assemble49.com (heading: "Legal")
- 16.4.3. (Marked for the attention of: **Managing Director (Legal)**)
- 16.5. If it is required to send you any legal document or notice you agree that we can send it via electronic mail to your email address in your Service Account, or by written communication sent by registered post to your address in your Service Account or if delivery to the aforesaid addresses is not successful then such contact details we may find about you on the internet.
- 16.6. Any notice to either party which is -
- i) sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 16.4.1 above shall be deemed to have been received, unless the contrary is proved, within 10 (ten) days from the date on which it was posted; or
 - ii) delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - iii) sent by a data message to the addressee shall be deemed to be received as per clause 16.5.
- 16.7. Notwithstanding anything to the contrary herein, a written notice actually received by a party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

17. DEFINITIONS

- 17.1. **Applicable Law means any of the following, to the extent that it applies to any person:**
- 17.1.1. any and all applicable laws, enactments, statutes, orders, rules, regulations, directives, ordinance or subordinate legislation, any exercise of prerogative and codes of conduct or regulatory policy, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
 - 17.1.2. decisions, orders, judgments and decrees of any relevant court, tribunal, Supervisory Authority or ombudsman; and
 - 17.1.3. any applicable direction, policy, rule or order that is given by a Supervisory Authority;
- 17.2. **Artificial Intelligence (AI) System or AI Systems:** means a computer-based technology which is designed to perform tasks that typically require human intelligence. It encompasses a variety of techniques, such as machine learning and natural language processing, enabling the system to learn, adapt and make decisions autonomously.
- 17.3. **Content:** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- 17.4. **Intellectual Property Rights:** means concepts, know-how, data processing techniques, copyrights, patents, designs (including look and feel of our site), inventions, trademarks, which are created, invented and/or developed, registered or unregistered;
- 17.5. **Services:** means the services as reflected on our website and promoted via other sites of ours;
- 17.6. **Personal Data:** shall have the same meaning attributed to it in terms of the Data Protection Law, 2017;
- 17.7. **Users:** means users of our site and Services including YOU!

[END OF DOCUMENT]