#### **Terms of Use**

Consultation and use of this website for the services of AM Global Services SP. Z O.O are subject to the present Terms of Use (hereafter "Terms of Use"). By accessing and using our website, www.amglobalservices.pl, you explicitly acknowledge and confirm that you have read, understood and accept these Terms of Use. Additionally, the AMG Privacy Policy applies.

These Terms of Use are subject to change at any time without notice and access to and use of the website may be restricted or terminated at any time. Continued access to this website following any modification in these Terms of Use will constitute your acceptance of the Terms of Use as modified.

If you do not understand or do not agree with these Terms of Use, do not use this website.

Access to the website of AM Global Services SP. Z O.O ("AMG")

The content of this website is exclusively for institutional investors. Access is therefore forbidden to any other person and AM Global Services SP. Z O.O declines all responsibility in case of unauthorized access.

This website and its pages are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of, or located in, any locality, state, country or other jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or is prohibited without obtaining the necessary licenses or authorizations and such licenses or authorizations have not been obtained.

#### No Offer or Advice

The information published on the website is provided for information purposes only and SHOULD IN NO EVENT BE CONSTRUED AS AN OFFER, AS ADVICE OR AS A RECOMMENDATION to buy or sell any digital assets or to engage in any transaction whatsoever; nor should the information provided be construed as advice of any other type, for example of a fiscal or legal nature. Investments in digital assets about which information is published on the website are subject to high risks. The price ("net asset value", hereinafter "NAV") of digital assets can go down as well as up. The past performance of a digital asset is no guarantee of its future performance. Therefore, you may not receive back the amount you originally invest. WE STRONGLY RECOMMEND YOU TO SEEK PROFESSIONAL ADVICE BEFORE TAKING INVESTMENT DECISIONS. All of the investment decisions you take shall be based exclusively on your own assessment of your financial situation and your investment goals, and on your own personal interpretation of the information published on the website. You bear sole responsibility for such decisions.

### **Exclusion of Liability**

Neither AMG, its directors, officers, employees, agents or shareholders, nor third party information providers, their directors, officers, employees, agents or shareholders will assume ANY LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, whether direct or indirect, incurred as a result of accessing the website or using the information and services available on the website, or as a result of the inability to access or use any information or services available on the website.

In particular, any liability of AMG, its directors, officers, employees, agents or shareholders for any loss or damage incurred as a result of errors, technical or otherwise, transmission failures, system overloads, utilisation problems, interruptions in services (including, but without restriction, by system maintenance services), any delay in the transmission of information, incompatibility between the AMG website and your files and/or software (in particular your browser) and/or computer, malfunction, interference, the transmission of a virus onto your computer, unauthorised access (e.g. as a result of hacking or piracy activities), the wilful blocking of telecommunications tools or networks (e.g. as a result of e-mail-bombing or denial-of-service attacks) or any other failure or inadequacy on the part of telecommunication or network service providers IS EXPRESSLY EXCLUDED.

## **Disclaimer of Warranty**

AMG and third-party information providers pay particular attention to the preparation and update status of the data provided. Nevertheless, they do not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability or legality of the information published on the website. Moreover, while real time information is obtained from what are believed to be reliable sources, no guarantee can be given in this respect either by AMG or by third party information providers. Furthermore, information may be modified at any time without any prior notification.

# **Applicable Law and Place of Jurisdiction**

The Terms of Use and / or the use of this website shall be governed by and construed in accordance with Polish law.

The sole place of jurisdiction for all disputes arising out of or in connection with these Terms of Use and / or to the use of this website is Poland AMG nevertheless reserves the right to initiate proceedings before the competent court at your place of residence or domicile or any other competent authority.