



Terms of Use

## **Terms and Conditions of Use of the XOV Website and Decentralised Asset Management Platform (DAMP)**

The website and the DAMP is owned and maintained by Room 51 Ltd (“us”, “we” or “XOV”). The use of the XOV website ([www.xov.io](http://www.xov.io)) and the DAMP is subject to the following terms and conditions that you should read carefully. By using this website and the DAMP you agree to be legally bound by these terms and conditions. If you do not accept these terms and conditions, please do not use the website or the DAMP. In addition, all of our products and services have their own terms and conditions. If you are considering using any of our products and services, please read this first.

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### **Use of Website**

**1** The information provided on this website or on the DAMP or in any communication containing a link to this site is for personal use and information purposes only and is not intended for distribution to, or use by, any person or entity in any jurisdiction in any country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Where any opinions are expressed on this website or on the DAMP, they are provided by us for personal use and for information purposes only.

**2** Unless otherwise stated on the product pages, the services and products on this website and on the DAMP are intended for use by residents of jurisdictions where it is legal to access them only and are not aimed at or intended for use by residents of any other jurisdiction.

**3** Where any information on this website constitutes a financial promotion for the purposes of the Financial Services and Markets Act 2000, it is issued and approved by us for distribution and use in the UK only.

**4** This website is designed to be accessed through its principal home pages and such other pages as we may decide. If you access the site through individual pages directly, which are not designed for this purpose, you may not see important information that is relevant to information on this website. You will be referred on certain site pages to read "Legal Information". This will contain important details and/or relevant legal or regulatory information and should be read in conjunction with the relevant site pages.

### **Exclusion of Liability**

**5** These 'Exclusion of Liability' provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website and the DAMP. Nothing in these terms and conditions and in particular within the 'Exclusion of Liability' clauses shall attempt to exclude liability that is not permissible to exclude under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

**6** Nothing in these terms and conditions shall exclude or limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

**7** While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website and the DAMP, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials, are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

**8** We accept no liability however caused (to the maximum extent permitted by applicable law) arising out of the use of or access to this website or the DAMP (which includes without limitation) any errors or omissions contained in this website or the DAMP or if the website or the DAMP is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation; or
- loss or damage which was not reasonably foreseeable,
- suffered or incurred arising out of or in connection with your use of this website and/or these terms and conditions.

**9** Access to and use of this website and the DAMP is at your own risk and we do not warrant that the use of this website or the DAMP or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

**10** To provide increased value to users of this website, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and that we do not review or endorse and shall not be responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

## **Copyright**

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## Trade marks

**12** This website and the DAMP contains numerous trade marks belonging to Room 51 Ltd. These trade marks include, but are not limited to the letters XO.V.

## Advice

The contents of this website and the DAMP do not purport to provide any financial, investment or professional advice and nothing on the pages of this website or the DAMP shall be deemed to constitute the offer or provision of financial, investment or other professional advice in any way. In particular, you should obtain advice from a qualified financial adviser before making any investment decision.

## Changes to this Website

**14** The contents of this website, including these terms and conditions of use, are subject to change by us without notification. Additionally, Room 51 Ltd shall not be obliged to remove any outdated information from the website or to expressly mark it as being outdated.

## Telephone calls

**15** Calls may be recorded.

## Internet Communications

**16** In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, we reserve the right to monitor all internet communications, including web and email traffic, into and out of its domain. Monitoring includes (without limitation) checks for viruses and other malignant code, criminal activity, and use or content that is unauthorised or unlawful or material that may cause offence in any way.

## Australian Residents

**17** Persons accessing this website and the DAMP from Australia should note that their access to, and use of, the information, services and products on this website may be prohibited under the Australian Corporations Act 2001. Nothing contained in this website should be construed as an authorisation to access or use the information, services or products on this website, in Australia, where such prohibitions apply.

## Other Information

**18** The information, and any opinion contained in this website or on the DAMP does not constitute a public offer under any applicable legislation or an offer to sell or solicitation or an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments.

**19** This website and the DAMP contains certain 'forward looking statements' as that term is defined in the United States Private Securities Litigation Reform Act of 1995, such as statements that include the words 'expect', 'estimate', 'project', 'anticipate', 'should', 'intend', 'plan', 'probability', 'risk', 'Value-at-Risk ('VAR')', 'target', 'goal', 'objective', 'will', 'endeavour', 'outlook', 'optimistic', 'prospects' and similar expressions or variations on such expressions.

**20** Factors that could cause actual results to differ materially from those estimated by the forward-looking statements contained in this website include, but are not limited to, general economic conditions in the UK and in other countries in which the RBS Group has significant business activities or investments, including in the United States; the monetary and interest rate policies of the Bank of England, the Board of Governors of the Federal Reserve System and other G-8 central banks; unanticipated turbulence in interest rates, foreign currency exchange rates, commodity prices or equity prices; changes in UK or foreign laws, regulations or taxes; changes in competition or pricing environments; natural and other disasters; the inability to hedge certain risks economically; the adequacy of loss reserves; acquisitions or restructurings; technology changes; changes in consumer spending and saving habits; and the success of Room 51 Ltd in managing the risks involved in the foregoing. The forward-looking statements contained in this website speak only as of the date of the related document, and Room 51 Ltd does not undertake to update any forward-looking statement to reflect events or circumstances after the date hereof.

**21** The information contained in this website and the DAMP is subject to, and must be read in conjunction with, all other publicly available information, including, where relevant any fuller disclosure document published by Room 51 Ltd. Any person at any time acquiring the securities must do so only on the basis of such person's own judgement as to the merits of the suitability of the securities for its purposes and only on such information as is contained such in public information having taken all such professional or other advice as it considers necessary or appropriate in the circumstances and not in reliance on the information contained herein. The information is not tailored for any particular investor and does not constitute individual investment advice.

**22** Information in this website relating to the price at which investments have been bought or sold in the past or the yield on investments cannot be relied upon as a guide to future performance.

**23** The financial information published or to be published on this website or made available or to be made available through this website, such as annual reports and quarterly reports, is compiled and placed on this website with the greatest of care. Nevertheless, only the original hard-copy English versions of this information shall be regarded as the original version. No rights may be derived from financial information published or to be published on this website, or available or to be made available through this website, including with regard to its accuracy and completeness.

### **Regulatory Information**

**24** Room 51 Ltd. Registered in England and Wales (Registered Number 11194690), Registered Office: St Michaels House, Derby DE1 3HQ, United Kingdom. We are not required to be regulated by the Financial Conduct Authority (FCA) but have confirmatory statements from the FCA that we are currently operating with compliance to UK law.

### **Enforceability**

**25** In the event that any provision of these terms and conditions of use of this website or the DAMP is held unenforceable, it will not affect the validity and enforceability of the remaining provisions.

### **Governing Law**

**29** The terms and conditions of use of this website and the DAMP are governed by the laws of England and any dispute regarding this website shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.