# Website Terms of Use

This Website ("our Website", the "Website" or "this Website") is owned and operated by MERJ Exchange Limited ("MERJ", "we", or "our"), a company incorporated with limited liability in the Republic of Seychelles and licensed by the Seychelles Financial Services Authority as a "Seychelles Securities Exchange". Any reference in these terms of use to "our Website" includes all materials that we make available to you on our Website.

Please read these Terms of Use ("Terms") carefully before using our Website.

These Terms also cover the use of our mobile application that you can download from our Website once you are accepted as a MERJ ATS Participant. Note however that if you carry out any transactions through the application, the transaction may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time. To the extent of any inconsistency with these Terms, the terms of the transactions will apply to that transaction and any matters connected with it.

Your access to, and use of, our Website are conditioned on your acceptance of, and compliance with, these Terms. These Terms apply to all visitors, users and others who access or use our Website.

#### **Use of our Website**

The information and materials on our Website are provided only for general information and for educational purposes. Except as otherwise permitted by these Terms, you are not permitted to modify, copy, distribute, transmit, display, reproduce, publish, transfer or otherwise use in any manner, in whole or in part, our Website or the information and materials on our Website without the prior authorization of MERJ. To request such authorization please contact <a href="mailto:info@merj.exchange">info@merj.exchange</a>.

## No financial services activities, solicitation or advice

The information and materials provided on our Website do not, and at no point shall be construed as making any recommendation, solicitation or providing any other advice with respect to any securities that are listed and admitted for trading by MERJ. The information and materials provided on our Website is intended solely to provide information to the investing public and the market in general in relation to the securities that are listed and admitted for trading on MERJ. For the avoidance of doubt, securities that are listed and admitted to trading by MERJ means that they have met the requirements for being a listed security by MERJ and does not necessarily mean that these securities are appropriate for any investment objective or is suitable for you as a prospective investor. Please refer to the Listing Particulars or Pre-Listing Statements for each of the securities listed on MERJ for more information including information on Risks associated with investing in securities. You should obtain appropriate professional advice where necessary.

## Your obligations

When you visit our website, we may use technology to collect information to assist us with administering our website and with enhancing the content on our website. An example of the technology that we use is "cookies".

A "cookie" is a packet of information placed on a user's computer by a website. The purposes for which cookies are used on this website may include:

- enabling access to online services;
- managing advertising we may use advertising companies to deliver our online advertising. When
  you see one of our ads on a third-party website, cookies are sometimes used to collect information
  about what pages you visit and the type of software you are using; and
- monitoring web traffic we may use tracking companies to gather information about how people are using our Website, this information includes time of visit, pages visited, and some system information about the type of computer you are using.

You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

If you disable the use of cookies on your web browser or remove or reject specific cookies from our Website or linked websites, then you may not be able to gain access to all of the content and facilities on our website.

#### **Links to Other Web Sites**

Our Website may contain links to websites owned, sponsored or maintained by third-parties, including, without limitation, links to service providers of MERJ. These websites are not owned or controlled by MERJ and are only provided as a convenience to you. The inclusion of any links on our Website to any of these links does not imply any promotion by MERJ of such third-party website(s) or the information or materials on such third-party website(s).

MERJ assumes no responsibility for the content, privacy policies, or practices of any third-party website(s) that may be linked on our Website. By using our Website, you acknowledge and agree that MERJ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites.

## Liability

We will use reasonable care and skill in operating our website. However, we do not represent or warrant that our Website will operate on a fault-free basis or compromise from any cybersecurity threats. Except as expressly set out in these Terms, we exclude all liabilities for any, direct or indirect, losses, damages or expenses incurred by any user in connection with our Website.

### **Privacy**

We will manage any personally identifiable information that we collect through our Website in accordance with our Privacy Policy, which you can access here <a href="https://merj.exchange/privacy">https://merj.exchange/privacy</a>

### **Governing Law**

Use of our Website and any activities concluded with us are governed by the laws of the Republic of Seychelles.

MERJ Exchange Limited: Website Terms of Use These Terms were last modified on the 25<sup>th</sup> January 2019

# **Changes to these Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time at our sole discretion without prior notice to you. If a revision is material, which will be determined at our sole discretion, we will try to provide at least 15 days' notice prior to any new terms taking effect

#### **Contact Us**

Please feel free to contact us if you have any queries regarding these Terms. We confirm our contact details are as follows:

Physical address: F28 Eden Plaza, Eden Island, PO Box 360, Republic of Seychelles;

Telephone: on +248 434 68 00 during 0830 to 1700 on Monday to Friday;

E-mail: at <a href="mailto:info@merj.exchange.com">info@merj.exchange.com</a>