



TERMS OF USE

Last Updated: November 20, 2024

Welcome to <https://covaliscapital.com> (the “Website”), which is operated by Covalis Capital and all the information on the Website is communicated by Covalis Capital and/or its affiliates (“We/Us/Our”). By using the Website, you agree to comply with and be bound by the following Terms of Use (the “Terms”) as defined herein. If you do not agree to these Terms, please do not use the Website.

1. ACCEPTANCE OF TERMS

By using the Website, you acknowledge that you have read, understood, and agree to comply with these Terms, as well as any other policies, guidelines, or rules that may be posted on the Website from time to time. These Terms apply to all visitors who access the Website.

2. CHANGES TO THESE TERMS

We reserve the right to change or update these Terms at any time and if we do so, any details of the changes will be posted on this page with an updated date. Consequently, any changes made to these Terms will apply to your use of the Website the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use the Website.

If any part of the current version of these Terms conflicts with any previous version(s), the current version shall prevail unless we explicitly state otherwise.

3. ACCESS TO THE WEBSITE

Access to the Website is free of charge and is provided on an “as is” and on an “as available” basis. We may suspend or discontinue the Website (or any part of it) at any time. We do not guarantee that the Website will always be available or that access to it will be uninterrupted.

4. HOW YOU MAY USE THE WEBSITE

You may access, view, use the Website and you may download the Website (or any part of it) for caching (this usually occurs automatically).

You may print copies and download extracts of any page(s) from the Website for personal use only.

You may not modify the printed copies or downloaded extracts in any way. Images, video or any other content downloaded from the Website must not be used separately from accompanying text.

You may not use any content (saved or downloaded) from the Website for commercial purposes without prior written permission. This does not prevent the normal access, viewing, and use of the Website for general information purposes by business users or consumers.

5. INTELLECTUAL PROPERTY

All content provided on the Website, the copyright and other intellectual property rights belong to or has been licensed by us, unless specifically labelled otherwise. All content is protected by applicable intellectual property laws. You may not use, copy, reproduce or distribute any content from the Website without prior written permission.



6. DISCLAIMERS

Nothing contained on the Website constitutes financial, investment or any other form of professional advice. It is provided for general information purposes only. Any information provided on the Website should not be constructed as a recommendation or endorsement of any investment strategy, product or service.

7. ACCEPTABLE USAGE OF THE WEBSITE

You may only use the Website in a lawful manner:

- a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
- b) You must not use the Website in any way, or for any purpose, that is unlawful or fraudulent; and
- c) You must not use the Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.

If you fail to comply with the provisions of this Section 7, you will be in breach of these Terms. We may take one or more of the following actions in response:

- a) Suspend or terminate your right to use the Website;
- b) Issue you with a written warning;
- c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- d) Take further legal action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- f) Any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Section 7) in response to your breach.

8. HOW WE USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy, available [here](#).

9. LIMITATION OF LIABILITY

In no event whatsoever shall We be liable for any direct, indirect, special, consequential, incidental, exemplary or punitive damages that may result from your use of or inability to use the Website. This includes, without limitation, any issues arising from inaccuracies or omissions in the information provided.

10. LINKS TO THE WEBSITE

Links to the Website must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

You must not link to the Website in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

Your link should not use any logos or trademarks displayed on the Website without prior written permission.

You must not frame or embed the Website on another website without prior written permission.



You may not link to the Website from another website the main content of which is unlawful, obscene, offensive, inappropriate, dishonest, defamatory, threatening, racist, sexist, or otherwise discriminatory, that promotes violence, racial hatred, or terrorism, that infringes intellectual property rights, or that We deem to be otherwise objectionable.

11. LINKS TO OTHER SITES

Links to other websites may be included on the Website. Unless expressly stated, these websites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

The inclusion of a link to another website on the Website is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

12. VIRUSES, MALWARE, AND SECURITY

We exercise reasonable skill and care to ensure that the Website is secure and free from viruses and malware, however, We make no representations or warranties that this is the case.

You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Website.

You must not attempt to gain unauthorized access to any part of the Website, the server on which the Website is stored, or any other server, computer, or database connected to the Website.

You must not attack the Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By violating the provisions of Section 11, you may be committing an offence and subject to legal consequences. Any such violation will be promptly reported to the relevant law enforcement authorities. We will fully cooperate with these authorities and, if necessary, disclose your identity to assist in any investigation or legal proceedings. Your right to use the Website will cease immediately in the event of such a breach.

13. SEVERABILITY

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will continue in full force and effect.

14. CONTACT US

If you have any questions about these Terms or wish to contact us, please reach out to us via email at info@covaliscapital.ky.