

Terms of Use

Introduction

Eleon Capital Management Ltd, is a Cyprus Alternative Investment Fund Manager ('AIFM') incorporated under the laws of Cyprus, which has its principal place of business at 1 Arch. Makarios III Avenue, Office 105, Lakatamia, Nicosia, 2324, Cyprus, and registered with the Registrar of Companies in Nicosia under number: HE 426641 (the "Company"). The Company is regulated as a Cyprus Alternative Investment Fund Manager ('AIFM') by the Cyprus Securities and Exchange Commission ('CySEC') under licence number AIFM45/56/2013.

The Company is operating under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the "Markets in Financial Instruments Directive 2014/65/EU" or "**MiFID II**") and amending Directive 2002/92/EC and Directive 2011/61/EU, as last amended by Directive (EU) 2016/1034 of the European Parliament and of the Council, of 23 June 2016 and under Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the "**MiFIR**") which was implemented in Cyprus by the *Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017)*, which provide for the provision of *Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters* (the "**Investment Services and Activities and Regulated Markets Law**"), as the same may be modified and amended from time to time.

Terms of use

These Terms of Use (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content and (iv) agreements (collectively referred to as the "Services") provided by us through our website www.eleoncapital.com. The content and information included in these Services are provided by us and our third party suppliers (collectively referred to as the "Information Providers"). These Services are made available by us subject to the terms and conditions stated below.

Agreement

By using the Services, you are indicating your consent to be bound by the terms of this Agreement. If you do not agree, you must not access the Services and should immediately discontinue your use of the Services.

Use of the Services

The Services are intended for your personal, non-commercial use only.

By using the above-mentioned Services provided by us, you acknowledge and agree that:

1. It is prohibited to use, store, reproduce, display, modify, sell, publish and distribute the Services without our prior written permission.
2. We reserve all rights of Intellectual and commercial property (including patents, trademarks, copyrights, industrial designs, know-how, trade secrets, trade names, logos, designs, symbols, slogans and other advertising materials, in all forms whether or not registered) relating to the Services.
3. You shall not use the Services for any unlawful or unauthorized purpose.
4. The use of the Services requires skill and judgment, and you shall at all times use the services entirely and only on your own account and at your personal risk.
5. You are responsible for every statement, act made and acts of omission that occurs in violation of the present Agreement while your user identification name (or "username") and password are being used. You are responsible for protecting and securing your username and password from unauthorized use and disclosure.



6. The fact that we have made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you.

Intellectual Property

Any third party intellectual property used by us in the content of our website should not be interpreted as meaning that the third party owner is in any way affiliated with us or with our business.

Apple, the Apple logo, iPod, iPad, iPod touch, and iTunes are trademarks of Apple Inc, registered in the US and other countries. iPhone is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Android is a trademark of Google Inc.

The trademark BlackBerry® is the property of Research In Motion Limited and is registered and/or used in the US and countries around the world.

Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

Notices

We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

Unsubscription from Email Notifications

If you no longer want to receive email notifications from www.eleoncapital.com, you can easily unsubscribe by following 3 simple steps:

1. When you receive a notification from www.eleoncapital.com on your email, please click on the “notification settings” link at the bottom of the email page.
2. Log in to your account.
3. Simply tick the notifications you would like to receive. (If you are no longer willing to receive any notifications, just untick them all).

Alternatively, you can unsubscribe directly from a certain type of notification by clicking on the “unsubscribe from this type of notifications” link and then click on the “Unsubscribe” button.

Disclaimer and limitation of liability

We will not be liable in any way for any loss or damage suffered by you through the use of this website, or our failure to provide this website. Our liability for negligence and breach of contract as a result of our failure to provide this website or any part of it, or for any problems with this website, is limited to the maximum extent permitted by law, to resupplying this website or any part of it to you.

Furthermore, the company makes no representations and warranties that the site will be uninterrupted, secure, or free of errors or viruses, or other harmful components.

You expressly agree that your use of the site, and any publications, presentations, financial trading information, pricing data, trade data, performance information, blogs, postings, or other information, content, services and materials contained in, accessed via, or described on the site, is at your own risk, and that all such information, content, services and materials are provided on an “as is” and “as available” basis.

The content and information included in our Services are provided by us and our third party suppliers (information providers, for example). Our Services are not intended to provide tax, legal or investment advice, and nothing on the website should be construed as a recommendation for buying or selling any financial instrument. We will not be liable in any way for any loss or damage resulting from actions prompted by the content of our Services (for example opinions about the market value



of a certain financial instrument), or for any loss resulting from the sale or purchase of any financial instrument, or any other matter.

In no event will the company be liable, directly or indirectly, to anyone for any damage or loss arising from or relating to any use, continued use or reliance on any advertisement displayed on the site, or any products, services or other materials relating to any such advertisement, any linked third-party site, or any link contained in a linked site.

Neither the site, nor any information, content, materials, or services available via the site, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy an interest in any security, investment advice or a recommendation or promotion of any forex transaction, futures contract, security or other financial product, investment manager, or trading or investment strategy.

Indemnification

You agree to indemnify and hold the Company's Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (a) the use of the Website(s) or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Website(s) under any Access Method assigned to you; (b) your violation of these Terms of Use; (c) any Submissions provided by you to the Company; or (d) your violation of any rights of any third party.

Local Regulatory Restrictions

The website www.eleoncapital.com can be accessed worldwide. However, the information on this website is not directed at residents of the United States and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

Feedback and Testimonials

If you submit feedback to us through the chat form or through other similar means to inform us how our product or services have worked for you, we shall have the right to use that feedback to improve our business processes. You have no right to any intellectual property with regard to any modification, amendment or improvement based on this feedback.

We may publish any testimonial submitted to us via our live chat or another similar manner and hereby you agree that we may publish your testimonial, together with your name and country, on this website and on any successor website that we may operate from time to time. You grant us a worldwide, unrestricted, irrevocable and unlimited right to use, reproduce, publish, distribute, display, translate and adapt such testimonial (in whole or part) and/or to incorporate it in other works in any form or media, at our sole discretion.

Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice.

These terms and conditions can be modified at any time by us and you agree to continue to be bound by these terms and conditions as modified. We will give you notice of these changes by publishing revised terms and conditions on this website. We will not separately notify you of these changes.

Miscellaneous

Pursuant to this Agreement and by using the Services, you acknowledge and agree that we, in the interest of security, reserve the right to record all telephone conversations, internet conversations (including chats), and any meetings between you and us.

Given the wide variety of devices using the Android operating system, Eleon Capital Management Ltd cannot guarantee that its Android application would run smoothly on every device.



You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. The Company's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless the Company agrees to such waiver in writing. If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding between you and the Company with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and the Company with respect to such subject matter.

Governing Law

Any claims arising from the Client Agreement with Service Providers and these Terms will be governed by and construed in accordance with the laws of The Republic of Cyprus, and shall be subject to the exclusive jurisdiction of the courts of The Republic of Cyprus.

Any claims arising from the Client Agreement with Service Providers and these Terms will be governed by and construed in accordance with the laws of Cyprus, and shall be subject to the exclusive jurisdiction of the Cypriot courts.

Termination

Without prejudice to any other provisions of the Agreement and/or any agreements by and between us, including, without limitation, these Terms and Conditions, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either Party.

Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving seven (7) calendar days' written notice of termination to the other.

We may terminate this Agreement with immediate effect and without prior notice being required, however, if you fail to observe or perform any provision of the Agreement and/or any agreements by and between us, including, without limitation, these Terms and Conditions, or in case of an Event of Default, other than in the case of Force Majeure.

Upon terminating the Agreement and/or any agreements by and between us, including, without limitation, these Terms and Conditions, all amounts payable by you to us will become immediately due and payable including (but without limitation): (a) all outstanding fees, charges and commissions; (b) any dealing expenses incurred by terminating this Agreement; and (c) any losses and expenses realized in closing out any Transaction or Contract, or settling or concluding outstanding obligations incurred by us on your behalf.

On termination, we shall complete all Transactions and/or Contracts that are already entered into or under execution and these Terms and Conditions shall continue to bind both parties in relation to such Transactions and/or Contracts. We shall be entitled to deduct all amounts due to us before transferring any credit balances on any Account(s) to you and we shall be entitled to postpone such transferring until any and all Transactions and/or Contracts between you and us are closed. Furthermore, we shall be entitled to require you to pay any charges incurred in transferring your investments. Termination shall not affect then outstanding rights and obligations (in particular, without limitation, relating to the Indemnities and Limitation of Liability Clauses and the Miscellaneous and Governing Law Clauses) and Transactions and/or contracts which shall continue to be governed by this Agreement and the particular clauses agreed upon by and between you and us in relation to such Transactions and/or Contracts, until all obligations have been fully performed.

In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under the Agreement and/or any agreements by and between us, including, without limitation, these Terms and Conditions, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of our (other) clients' interests at risk.