

# TERMS OF USE

This page tells you the terms on which you may use this website www.minermaker.co ("Website").

In using this Website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using this Website.

### Information about us

MineMaker.co is a Website operated by MineMaker LLC ("We"). We are registered in New Jersey .

### Accessing our Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.

From time to time, we may restrict your access to some or all of this Website.

You are responsible for making arrangements necessary for you to have access to this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these terms, and that they comply with them.

#### Intellectual Property

We are the owner and licensee of all intellectual property rights in this Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not create copies or download any extracts from any part of the Website unless expressly authorized by us to do so.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We are not responsible for content posted by third parties on our Website (including content posted by investees and investors), including the content of pitches, pitch videos, images and content in the discussions. If you believe that any content on our Website infringes your intellectual property rights, please send a letter to the address below for the attention of the General Counsel with the following information: (i) evidence of your ownership; (ii) the exact location of the infringing content and any copies. We will review your notice and take appropriate action, including removing such content where appropriate. The address for notices under this provision is:

MineMaker LLC

c/o: Serus Legal PLLC

48 Wall Street, FI 11, New York, NY10005, United States



# **Reliance on information posted**

Commentary and other materials posted on this Website are not intended to amount to advice. We are not liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its contents.

### Changes to Website

We aim to update this Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on this Website may be out of date at any given time, and we are under no obligation to update such material.

### **Our Liability**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results or the use of this Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- Loss of income or revenue;
- Loss of business;
- Loss of profits or contracts;
- Loss of anticipated savings;
- Loss of data;
- Loss of goodwill;
- Wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

#### Information about you and your visits to our Website

We process information about you in accordance with our Privacy Policy. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate.

#### Viruses, hacking and other offences

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (together "Viruses"). You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack.



By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use this Website will cease immediately.

We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## Linking to our Website and scraping

You may not link to this Website without our prior written permission.

You may not scrape content from this Website and repost such content, either manually or automatically, without MineMaker's prior written consent.

This Website must not be framed on any other site without our prior written consent. We reserve the right to withdraw linking, scraping and framing permission without notice.

If you wish to make any use of material on this Website other than that set out above, please address your request to info@minemaker.co.

### Links from our Website

Where this Website links to other Websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### Jurisdiction and applicable law

The Courts of the State of New York will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by New York law.

### **Trademarks**

'MineMaker' is a registered Trademark of MineMaker LLC.

## Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to take notice of any changes we make, as they are binding on you.

### Your concerns

If you have any concerns about material which appears on our Website, please contact info@minemaker.co



Thank you for visiting our Website.

# **Risk warning**

Investing in mining projects, companies, and early-stage businesses involves risks, including illiquidity, lack of dividends, loss of investment and dilution, and it should be done only as part of a diversified portfolio.

MineMaker is targeted exclusively at investors who are sufficiently sophisticated to understand these risks and make their own investment decisions. You will only be able to invest via MineMaker once you are registered as sufficiently sophisticated. [Please click here to read the full Risk Warning].

This page has been approved by MineMaker. Pitches for investment are not offers to the public and investments can only be made by members of minemaker.co on the basis of information provided in the pitches by the companies concerned. Further restrictions and MineMaker's limitation of liability are set out in the Investor Terms and Conditions.

Investment opportunities are not offers to the public and investors must be eligible MineMaker members. Further restrictions and MineMaker's limitation of liability are set out in the **Investor Terms and Conditions**. Please seek independent advice as required as MineMaker does not give investment, tax or legal advice.

# **Conflict of interest disclosure**

MineMaker allows its shareholders, employees and directors to make investments in the investment opportunities published on www.minemaker.co provided that it is satisfied that the investments do not create any conflict of interest and do not otherwise impact on the service MineMaker delivers to its customers. MineMaker guarantees that all investments by its staff are on the same terms as all other investors and that no preferential treatment, information or access will be given. All investments of MineMaker shareholders, employees and directors are made through the pitch page on the same terms as any other investor.