

Curmi Digital Wealth

Client Portal Terms of Use

General

1. This website (the "**Client Portal**") contains expressions of opinion, information, and material about matters affecting the domestic and international economic environment and financial markets that are subject to change without notice. Curmi & Partners Ltd. (the "**Company**") shall not be liable for any loss or damage arising as a result of your use of or reliance on such information.
2. Access to this Client Portal is governed by these terms of use (the "**Terms of Use**"), the Investment Services Act (Chapter 370 of the Laws of Malta) and regulations issued thereunder or in terms thereof, the Investment Services Rules for Investment Services Providers issued by the Malta Financial Services Authority ("**MFSA**") and applicable to the Company, and such Maltese laws, rules and regulations and/or directly applicable European Union regulations, which apply to the Company from time to time (together and each as amended and/or substituted and in force from time to time, "**Applicable Laws**").
3. Hypertext links to other internet locations or websites are provided for information purposes only, and the Company shall not be responsible for the content of any such websites or pages linked to or linking to the Client Portal ("**Third-Party Content**"). Access to Third-Party Content shall be at your own risk and the Company shall not be liable for any damages you or any other person may suffer as a result of any such access.
4. Access to the Client Portal is provided solely to persons who are clients of the Company ("**Clients**", each a "**Client**" and or "**you**"), being persons to whom the Company provides an investment service pursuant to an agreement entered into between the Client and the Company from time to time ("**Investment Services Agreement**").
5. Information included in the Client Portal is of a historical nature and relates to the transferable securities or other instruments traded by the Company on behalf of the Client pursuant to the Investment Services Agreement. The information available on the Client Portal may therefore not be current at the time it is accessed and will be accurate only as at the date and time of the last transaction appearing thereon in respect of the account or accounts held by Clients with the Company (the "**Client Accounts**", each a "**Client Account**"). The information herein is not intended to constitute and does not constitute investment advice and should not be relied upon in this regard.
6. The Company relies on a third-party pricing feed to price the securities held within the Portal. Whilst the Company has every reason to believe the prices provided are accurate, it cannot however guarantee that these prices are indeed accurate or relate to the date on which the portfolio is valued. Furthermore, whilst these prices are closing bid market prices, they are not live trading prices. Should you wish to trade in any security please contact your client manager.

7. The securities shown on the Portal reflect the information held by the Company. Where the securities shown on the Portal are held in the clients' own name, the Company expressly denies any responsibility as to the correctness of this information.
8. The value of your investment as well as any income derived therefrom can go down as well as up. Past performance is not a guarantee for future performance. Currency fluctuations may also affect the value of your investments.
9. Access to the Client Portal is restricted and the Client Portal is not intended to be used by persons located or resident in any jurisdiction other than Malta. Persons accessing the Client Portal are required to inform themselves about and observe any relevant restrictions. The information provided in the Client Portal is not intended to constitute and does not constitute an investment advertisement in terms of the Applicable Laws.
10. The Client Portal is not to be used for the purpose of communicating with the Company. You are directed to contact the Company through your client manager, telephone number +356 21347331 or on info@curmiandpartners.com should you have any query in connection with the information provided herein and/or in connection with your Client Accounts. You are further directed to contact your nominated client manager within the Company in order to obtain appropriate investment advice where necessary.

Services available on the Client Portal

11. The following services are available to Clients via the Client Portal:
 - Viewing of customer statements issued by the Company in respect of your Client Accounts ("**Statements**");
 - Viewing the values of the transferable securities or other instruments traded by the Company on your behalf as at the date of the latest Statements;
 - Viewing the cost and value of each past transaction carried out by the Company in respect of your Client Account.
12. Other services may be introduced from time to time and these Terms of Use may be updated accordingly with prior notice only where such prior notice is required to be provided in terms of Applicable Laws.
13. However, no investment service of any nature is provided, or will be deemed to be provided, via the Client Portal.

Security

14. On the creation of your portal login, the designated Curmi Digital Wealth (“**CDW**”) Administrator will provide to you the system generated secret password and secret phrase, along with the selected username (the “**Login Credentials**”). Once you log in to the Client Portal with these details, you will be asked to create a unique password and secret phrase.
15. The username will be chosen from the options provided in the Application form. This will be communicated to you once your application has been approved.
16. The password will be a unique code which you must create consisting of a minimum of 8 characters and must contain only letters, numbers or e-mail characters.
17. These security processes may be amended by the Company from time to time. You will be required to update your Login Credentials upon first request by the Company. Should you fail to do so, your access to the Client Portal may be suspended at the discretion of the Company.
18. The Company will make reasonable efforts to provide continued access to the Client Portal. The Company will, however, not be liable for any failure to provide such access, whether partial or otherwise, owing to reasons beyond its control. This includes but is not limited to any communications network failures, or failure of infrastructure-related services, whether effecting the Company's ability to provide access to the Client Portal or effecting the Client's ability to access the Client Portal.
19. By accessing this Client Portal, you accept that electronic transmissions passing over the Internet may not be free from interference by outside parties and may, therefore, not remain confidential. Consequently, although the Company makes every reasonable effort to ensure the security of the Client Portal, the Company cannot guarantee the privacy or confidentiality of any information passing over the Internet.
20. When accessing the Client Portal:
 - You must take all necessary precautions to keep your Login Credentials safe and prevent fraudulent use of the same. The sharing, with any third-party whosoever, of your Login Credentials constitutes a breach of these Terms of Use. You are furthermore responsible to prevent any fraudulent access to your Client Account by any third-party whosoever.
 - You must not access the Client Portal via any device or operating system that is or may be accessible to the public, or from any device or operating system which does not have the necessary software installed for the purposes of protecting against computer viruses and malware.
 - Once initial registration is completed, the Company will never contact you (or ask anyone to do so on our behalf) with a request to disclose your Login Credentials. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine)

then it is likely to be fraudulent and you must not supply your Login Credentials to them in any circumstances. You shall furthermore report any such requests to us immediately.

- You shall also inform us immediately if you know or suspect that your Login Credentials have been divulged to or used by any third-party whosoever.

Additional Terms

21. Access to the Client Portal is provided “as is” with no representation, guarantee or agreement of any kind as to its functionality. The Company cannot guarantee that the Client Portal is free from computer viruses or malware or that no damage will occur to the systems you may use to access the Client Portal. The Company is not responsible for any loss you may incur as a result of your accessing this Client Portal.
22. The Client Portal uses cookies to enable basic website functionality and to compile aggregated statistical data. Access to this Client Portal is subject to the further terms of both our **Privacy Policy** which can be accessed at <https://www.curmiandpartners.com/en/privacy-policy> and our **Cookie Policy** which can be accessed at <https://www.curmiandpartners.com/cookies>. By accessing this Client Portal, you confirm your acceptance of the terms laid down in our **Privacy Policy** and our **Cookie Policy**.

Suspension of the Client Portal

23. The Company may, at any time, and without prior notice, suspend your access to and use of the Client Portal, whether on a temporary or permanent basis. The Company will take such action where it considers this to be reasonably necessary:
 - In order to protect the integrity and safety of the Client Portal or any part thereof;
 - Where we have concerns about the security of the Client Portal or your Client Account;
 - In order to update or maintain the Client Portal; or
 - In order to abide by our legal obligations.
24. We shall furthermore suspend your access to the Client Portal when you have not logged into the Client Portal for a period of [six] months, and will permanently disable your access to the Client Portal where:
 - You cease to be a client of the Company for any reason whatsoever;
 - You have breached these Terms of Use;
 - You are, or we reasonably suspect you may be, acting fraudulently;
 - We suspect that your Login Credentials may have been compromised or have otherwise not been kept safe;
 - The Company no longer has a licence to use or make available the Client Portal or any software or systems supporting the same;
 - The continued availability of the Client Portal, or our or your continued use thereof, becomes illegal or would be in breach of any regulatory or court order, or may reasonably expose the

Company to action, regulatory review or censure from any governmental authority, regulatory authority, or law enforcement agency.

Changes

25. The Company shall be entitled to amend these Terms of Use from time to time without prior notice. We will advise you of any material changes by post or by e-mail, or by placing details of the amendments within the Client Portal before the amendments take effect. Where the amendments to these Terms of Use are for your benefit and/or are not material, we will notify you of these in the same manner stated above as soon as reasonably practicable once these have been put in effect.
26. Your continued use of the Client Portal will signify your acceptance of the Terms of Use then in force as amended from time to time.

Governing Law

27. These Terms of Use shall be governed by Maltese Law. Any claims relating to these Terms of Use shall be subject to the exclusive jurisdiction of the Maltese Courts.
28. These Terms of Use are drawn up in the English language and any communications we send to you in connection with the Client Portal and these Terms of Use will be in the English language. Copyright in the pages, screens, information, and all material included in this Client Portal vests in or is licensed to the Company.
29. The invalidity, illegality, or unenforceability of any part of these Terms of Use will not affect the continued validity of the remaining provisions of the same.
30. Nothing in these Terms of Use shall be considered as an amendment to the Investment Services Agreement. These Terms of Use will not reduce or otherwise affect our respective rights and obligations under or pursuant to the Investment Services Agreement.

Copyright Notice

The Client Portal is the property of Curmi & Partners Ltd., a limited liability company registered in terms of Maltese Law, having company registration number C 3909 and registered address at Finance House, Princess Elizabeth Street, Ta' Xbiex XBX1102, Malta. Curmi & Partners Ltd. is licensed to provide investment services by the Malta Financial Services Authority.