

Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website roemercapital.com.

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01

Who we are and how to contact us

roemercapital.com is a site operated by Roemer Capital (Europe) Limited (We). We are registered in the Republic of Cyprus under company number HE333287 and have our registered office at Limassol Business Centre, office 4, 4th floor, 17 Georgiou Karaiskaki street, 3032, Limassol, Cyprus. Our main trading address is Limassol Business Centre, office 4, 4th floor, 17 Georgiou Karaiskaki street, 3032, Limassol, Cyprus.

We are an investment firm authorised and regulated by the Cyprus Securities and Exchange Commission under CIF Licence No. 305/16 of 5 August 2016 available at <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/80590/>.

To contact us, please email info@roemercapital.com or telephone our customer service line on +357 25 059 300.

02

By using our site, you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you retain a copy of these terms for future reference.

03

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which explains how we collect, use and store your personal data.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

If you decide to engage in investment business with us, our [Terms of Business for Professional Clients and Counterparties](#), [Terms of Business for Retail Clients](#) or [Terms of Dealing](#) or other separate written agreement and all documents incorporated therein by reference will apply to our business relationship.

04

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

05

We may make changes to our site

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

06

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms of service, and that they comply with them.

07

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

08

Our site is for users in the EEA

Our site is directed to people residing in the EEA. We do not represent that content available on or through our site is appropriate for use or available in other locations.

We understand that our site may be accessed worldwide. Our site and its content are, however, only targeted to, and intended for use by, recipients located in countries where such use does not constitute a violation of applicable legislation or regulations (each, a **Permitted Territory**). None of the products and services referred to on our site are available to recipients residing in countries where the provision of such products and services would constitute a violation of mandatory applicable legislation or regulations. Whenever you request a product or service it will be your sole responsibility to comply with all applicable legislation or regulation.

For the avoidance of doubt, our site and publications are not addressed to, or intended to be used by any of the following:

- U.S. persons (as defined in Rule 902 of Regulation S promulgated under the U.S. Securities Act of 1933) other than a U.S. registered broker-dealer, a bank acting in a broker-dealer capacity, a non-U.S. branch or agency of a U.S. person or a U.S. citizen resident outside the U.S. For the last two investor categories our services will always be limited to executing transactions outside the U.S.;
- residents, citizens or nationals of Australia or a legal person incorporated, registered or carrying out a regular business in Australia not falling within the definition of a "wholesale client" (as set out in section 761 of the Corporations Act 2001).

By continuing to access, view or make use of our site and any related content, you hereby warrant and represent to us that you are located in a Permitted Territory. If you are not located in a Permitted Territory, you must immediately discontinue use of our site and any related content.

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You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You will be responsible for all activities carried out with your login credentials.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@roemercapital.com.

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How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, 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 may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

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How you may use material on our site

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

Unless we have indicated otherwise in writing, if you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of use).

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No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

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Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@roemercapital.com.

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Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. We make no warranty or guarantee (express or implied) as to the accuracy or completeness of information developed by third parties. Any opinions expressed on our site reflect judgement as of the date of publication and are subject to change without notice.

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Do not rely on information on this site

Our site is not intended to solicit, invite or induce you to engage in investment activity. It is designed solely to provide information about us and services we may offer in the course of our business. Consequently, nothing on our site constitutes an offer, or a solicitation of an offer, to buy or sell any product or financial instrument, to make any investment, or to invest in a particular trading strategy, and we make no representation that any investment or strategy is suitable or appropriate for your individual circumstances or otherwise provide personal recommendations. The use of our site shall not be construed as investment advice.

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We engage in investment activity

You realise that our business is to engage in investment activity. All investments are subject to the risk of unpredictable loss in value, which may extend to a total loss of the initial investment. The services and solutions described on our site may involve market, credit, liquidity, counterparty and operational risks, particularly in connection with activities in emerging and frontier markets and with the use of leverage, securities financing or margin trading. Past performance is not a reliable indicator of future results. Performance forecasts are not a reliable indicator of future performance. Trading financial instruments may not be appropriate for all investors.

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We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

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We are not responsible for viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

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You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit an 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 right to use our site will cease immediately.

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Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of our dealing with you or the provision of any services to you, which will be set out in our [Terms of Business for Professional Clients and Counterparties](#), [Terms of Business for Retail Clients](#) or [Terms of Dealing](#) or other separate written agreement between you and us, as applicable.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

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Our responsibility for loss or damage suffered by you

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site. use of or reliance on any content displayed on our site.
 - In particular, we will not be liable for
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
-

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How we may use your personal information

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

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Which country's laws apply to a dispute

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of the Republic of Cyprus. We both agree to the exclusive jurisdiction of the courts of the Republic of Cyprus.
